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.

February 18, 2015

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

ITEMS LISTED ON THE AGENDA MAY BE TAKEN OUT OF THE ORDER PRESENTED; TWO OR MORE AGENDA ITEMS FOR CONSIDERATION MAY BE COMBINED; AND ANY ITEM ON THE AGENDA MAY BE REMOVED OR RELATED DISCUSSION MAY BE DELAYED AT ANY TIME. BACKUP MATERIAL FOR THIS AGENDA MAY BE OBTAINED FROM LUANN D. HOLMES, ACTING, 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 MARY BREDLAU, GRACE IN THE DESERT EPISCOPAL CHURCH
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF THE EMPLOYEE OF THE MONTH
6. RECOGNITION OF BLACK HISTORY MONTH

7. RECOGNITION OF CHINESE NEW YEAR

BUSINESS ITEMS - MORNING

PUBLIC COMMENT

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

BUSINESS ITEMS

9. Closed Session - A closed meeting is called in accordance with NRS 241.015(3)(b)(2) to receive information from the City Attorney regarding potential pending litigation

10. 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

11. For possible action to approve the Final Minutes by reference of the January 7 and January 21, 2015 City Council Meetings

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

12. For possible action to approve a business impact statement regarding a proposed ordinance that would update provisions regarding the Parks and Recreation Advisory Commission (This item is related to Bill No. 2015-12, which is located later on this agenda under New Bills)

13. For possible action to approve a business impact statement regarding a proposed ordinance that would amend the animal control regulations to update the license fee exemption for certain types of animals (This item is related to Bill No. 2015-13, which is located later on this agenda under New Bills)

14. For possible action to approve a business impact statement regarding a proposed ordinance that would authorize officers of the Department of Detention and Enforcement to enforce or assist in the enforcement of LVMC Chapter 6.75 pertaining to short-term residential rentals (This item is related to Bill No. 2015-14, which is located later on this agenda under New Bills)

COMMUNITY SERVICES - CONSENT

15. For possible action to approve the Inclement Weather Shelter Interlocal Agreement that shares funding between the cities of Las Vegas, North Las Vegas, Henderson, Boulder City and Clark County with the City of Las Vegas' contribution of $179,027.70 (General Fund) - All Wards

16. For possible action to approve the federally mandated Homeless Management Information System (HMIS) Interlocal Agreement between the cities of Las Vegas, North Las Vegas, Henderson, Boulder City and Clark County with the City of Las Vegas' contribution of $65,984.62 (General Fund) - All Wards

17. For possible action to approve the funding of the federally mandated Homeless Census and Evaluation Interlocal Agreement that shares funding between the cities of Las Vegas, North Las Vegas, Henderson, Boulder City and Clark County with the City of Las Vegas' contribution of $6,854.70 (General Fund) - All Wards

FINANCE - PURCHASING & CONTRACTS CONSENT

18. For possible action to approve award of Contract No. 150125-TF, Prime Design Services Contract for Symphony Park Pedestrian Bridge North located from Main Street on the north side of the Union Plaza Hotel to City Parkway - Department of Public Works - Award recommended to: GC WALLACE, INC. ($196,060 - Traffic Improvements Capital Projects Fund) - Ward 5 (Barlow)

19. For possible action to approve award of Contract No. 150124-TF, Prime Design Services Contract for East Charleston Boulevard Corridor Study located on East Charleston Boulevard from Fremont Street to Maryland Parkway - Department of Public Works - Award recommended to: GC WALLACE, INC. ($110,000 - Road and Flood Capital Projects Fund) - Ward 3 (Coffin)

20. For possible action to approve award of Contract No. 150123-TF, Prime Design Services Contract for Charleston Boulevard Corridor Study, Grand Central Parkway to Maryland Parkway - Department of Public Works - Award recommended to: CA GROUP, INC. ($113,825 - Road and Flood Capital Projects Fund) - Wards 1 and 3 (Tarkanian and Coffin)

21. For possible action to approve award of Amendment No. 1 to Agreement No. 130227-DC, Prime Design Services Agreement for Grand Central Industrial Corridor located at Grand Central Parkway and Industrial Road from Iron Horse Court to Wyoming Avenue - Department of Public Works - Award recommended to: CH2M HILL ENGINEERS, INC. ($135,097 - Road and Flood Capital Projects Fund) - Ward 3 (Coffin)

22. For possible action to approve award of Annual Requirements Contract No. 150037-SK, Conifer Bark for Biofilter at the Water Pollution Control Facility, 6005 East Vegas Valley Road - Department of Public Works - Award recommended to: HYDRO MANAGEMENT OF NEVADA ($650,000 - Sanitation Enterprise Fund) - County

23. For possible action to approve Agreement No. 150028-JL, Fingerprint Channeling Services, including indemnification provision - Department of Human Resources - Award recommended to: MORPHOTRUST USA, LLC ($27,000 - General Fund)

24. For possible action to approve Agreement No. 150111-JL, Caseware Software Licenses, including indemnification provision - Department of Finance - Award recommended to: CASEWARE INTERNATIONAL, INC. ($7,525 - Computer Services Internal Service Fund)

25. For possible action to approve award of Contract No. 150126-RH, Consulting and Services Agreement for Temporary Information Technology Project Management for the City of Las Vegas - Department of Information Technologies - Award recommended to: CERTIFIED PROJECT RESOURCES, INC. dba FIALA PROJECT RESOURCES, INC. ($190,000 - Computer Services Internal Service Fund)

26. For possible action to approve award of Master Service Agreements No. 140201-RH, related to the Electronic Development Department Integration (EDDI) Project - Department of Information Technologies - Award recommended to Multiple Suppliers (Not-to-Exceed $2,325,000 - Computer Services Internal Service Fund)

27. For possible action to approve revision to Purchase Orders for 2015 Fleet and Marshal Vehicles using the State of Nevada Contracts for Fleet and Police Vehicles - Departments of Operations and Maintenance and Fire and Rescue - Award recommended to: JONES WEST FORD, FORD COUNTRY and CHAMPION CHEVROLET ($350,000 - Automotive Operations Internal Service Fund and Fire Services Capital Projects Fund)

OPERATIONS AND MAINTENANCE - CONSENT

28. For possible action to approve a Lease Agreement between the City of Las Vegas and the Las Vegas-Clark County Library District for the City's use of the annex space within the library facility located at 833 Las Vegas Boulevard North - Ward 5 (Barlow)

PLANNING - BUSINESS LICENSING CONSENT

29. For possible action to approve a New Alcohol Beverage Caterer License DOWNTOWN LAS VEGAS EVENTS CENTER, LLC dba DOWNTOWN LAS VEGAS EVENTS CENTER at 200 South Third Street - Ward 3 (Coffin)

30. For possible action to approve a Non-Operational Package Liquor License for a Change of Ownership FROM: NEVADA CVS PHARMACY, LLC TO: WARM SPRINGS ROAD, CVS, LLC dba CVS PHARMACY #8823 at 6150 West Lake Mead Boulevard - Ward 5 (Barlow)

31. For possible action to approve a Temporary for a New Beer/Wine/Cooler On-Sale License, ROSA DIAZ, LLC dba 7 MARES MEXICAN RESTAURANT at 2000 East Charleston Boulevard [Enrique Diaz, Managing Member] - Ward 3 (Coffin)

32. For possible action to approve a Temporary for a New Beer/Wine/Cooler On-Sale License for a Change of Ownership FROM: LIL VENTO'S II, LLC TO: SAN SALVADOR, LLC dba SAN SALVADOR RESTAURANT #2 at 2211 South Maryland Parkway, Suite A [Bryan Alexe Madrid, Managing Member] - Ward 3 (Coffin)

33. For possible action to approve a New Ancillary Tasting License DT MARKET, LLC dba THE MARKET at 611 Fremont Street - Ward 3 (Coffin)

34. For possible action to approve a Temporary Ancillary Massage Establishment License, RAISE YOUR KUNDALINI, INC. dba RAISE YOUR KUNDALINI, INC. at 8450 West Sahara Avenue, Suite #109 [Cosmin Dumitru, Pres, Sec, Treas, Dir] - Ward 1 (Tarkanian)

35. For possible action to approve a New Restricted Gaming License CABANA FOOD MART, LLC dba CABANA FOOD MART at 3965 East Owens Avenue, Suite #110 [Souhail Faranesh, Manager] - Ward 3 (Coffin)

PUBLIC WORKS - CONSENT

36. For possible action to approve Supplement No. 1 to the Grant and Cooperative Agreement L12AC20354 between the City of Las Vegas and the Bureau of Land Management (BLM) to modify the scope of the project for the Trail Markers and Trailhead Signage for Bonanza and Lone Mountain Trails funded under the Southern Nevada Public Lands Management Act (SNPLMA), Bonanza Trail located along the Summerlin Parkway and US-95 and Lone Mountain Trail located along Buffalo Channel - Wards 1, 2, 4 and 5 (Tarkanian, Beers, Anthony and Barlow)

37. For possible action to approve Rule 9 Line Extension Agreement No. 24458 between the City of Las Vegas and Nevada Power Company, d/b/a NV Energy to relocate or alter existing utility facilities for the modification of electrical service for the Historical Westside School Building Rehabilitation project located at 330 West Washington Boulevard ($9,438 - Special Revenue Fund - Special Programs - LVCIC Westside School Construction - Ward 5 (Barlow)

38. For possible action to approve Interlocal Contract 847 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for engineering design of Charleston Boulevard, Grand Central Parkway to Fremont Street ($300,000 - Road and Flood Capital Project Fund [CPF]) - Wards 1 and 3 (Tarkanian and Coffin)

39. For possible action to approve Interlocal Contract 848 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for engineering design of Las Vegas Boulevard, Stewart Avenue to Sahara Avenue ($2,000,000 - Road and Flood Capital Project Fund [CPF]) - Wards 3 and 5 (Coffin and Barlow)

40. For possible action to approve Supplemental Interlocal Contract No. 4 - 438d between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to December 31, 2018 for Grand Teton Drive Overpass at US-95 - Ward 6 (Ross)

41. For possible action to approve Supplemental Interlocal Contract No. 7 - 685g between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to December 31, 2017 for construction and engineering for the Fiscal Year 2012/2013 Arterial Reconstruction Projects located throughout the City - All Wards

42. For possible action to approve Supplemental Interlocal Contract No. 11 - 457k between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to December 31, 2015 for Bonneville Avenue/Clark Avenue One-Way Couplet, Main Street to Maryland Parkway project - Ward 3 (Coffin)

43. For possible action to approve Supplemental Interlocal Contract No. 10 - 461j between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to December 31, 2016 for ITS Communication Infrastructure Project located throughout the City - All Wards and Clark County

44. For possible action to approve Supplemental Interlocal Contract No. 3 - 472c between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to December 31, 2015 for the City of Las Vegas' Fiscal Year 2005 Arterial ITS Interconnect Conduit Project located throughout the City - All Wards

45. For possible action to approve Supplemental Interlocal Contract No. 8 - 537h between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to December 31, 2016 for Cliff Shadows, Buckskin to Lone Mountain Road project - Ward 4 (Anthony)

46. For possible action to approve First Supplemental Interlocal Contract LAS16O13 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to January 1, 2017, for construction of Rancho Road System - Elkhorn Road, Fort Apache Road to Grand Canyon Drive - Ward 6 (Ross)

47. For possible action to approve adjustment to the Capital Improvement Project (CIP) schedule by reallocating funding from the Downtown Pedestrian and Bicycle Improvements - 3rd Street, Gass Avenue to Fremont Street project to the Bridger Avenue Connector over the Union Pacific Rail Road (UPRR) project - Wards 3 and 5 (Coffin and Barlow)

48. For possible action to approve Interlocal Agreement No. 051-15-015 with the State of Nevada Department of Transportation (NDOT) for construction of Clark County Regional Flood Control District (CCRFCD) facility CNWE 0301 and 0304, in conjunction with the NDOT construction of the north US-95 to east Clark County 215 (CC-215) ramp and the west CC-215 to south US-95 ramp and southbound US-95 collector distributor road between the Bruce Woodbury Beltway CC-215 and US-95 between Sky Pointe Drive, Tenaya Way, Azure Drive, and Oso Blanca Road ($19,093,000 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Ross)

RESOLUTIONS - CONSENT

49. R-4-2015 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Quick Start Program (QSP) Agreement between the RDA and Dougie J's Cafe, LLC, (Tenant/QSP Participant) located at 603 South Las Vegas Boulevard, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Coffin) [NOTE: This item is related to Redevelopment Agency Item 4 (RA-2-2015)]

50. R-5-2015 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Quick Start Program (QSP) Agreement between the RDA and Crosshill 1, LLC, (Owner/QSP Participant) located at 516 South 4th Street, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Coffin) [NOTE: This item is related to Redevelopment Agency Item 5 (RA-3-2015)]

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

51. Discussion for possible action regarding a Disposition and Development Agreement (DDA) between the City of Las Vegas (City) and Pure Real Estate Group, LLC, (Pure) for the sale of 1.96 acres of real property generally located at northwest corner of Mount Mariah Drive and North Martin Luther King Boulevard (a portion of APN's 139-21-313-021 and -023) in Las Vegas Enterprise Park for the purchase price of $664,945.28 - Ward 5 (Barlow)

52. Discussion for possible action regarding a request for the City Council to review the City Clerk's Certificate of Insufficiency of the petition submitted by the Parks Protective Committee

53. Discussion for possible action regarding the Master Development Agreement regarding the Las Vegas MLS Stadium Project between the City of Las Vegas and Las Vegas Sports & Entertainment Associates, LLC, for defining rights to develop parcels for a proposed stadium in Symphony Park located North of Bonneville Avenue, East of Grand Central Parkway, South of Ogden Avenue underpass and West of the Union Pacific Railroad – Ward 5 (Barlow)

CITY ATTORNEY - DISCUSSION

54. Discussion for possible action to consider whether or not to appeal the Order re: Petition for Writ of Mandamus or Writ of Mandamus regarding the sufficiency of signatures pertaining to a stadium-related initiative petition (Case No. A712812, Robert T. Beers, et al. v City of Las Vegas) - All Wards

DETENTION & ENFORCEMENT - DISCUSSION

55. Discussion for possible action regarding a Second Amended and Restated Lease Agreement for Animal Shelter Facility/The Animal Foundation Campus, an Amended and Restated Animal Care and Shelter Services Agreement, and an Interlocal Agreement with Jurisdictions Regarding Proposed Regional Animal Shelter Campus between the City of Las Vegas, The Animal Foundation (TAF) and Clark County, regarding animal shelter services provided by TAF, located at 655 North Mojave Road ($543,885 - Detention & Enforcement General Fund) - Ward 3 (Coffin)

ECONOMIC AND URBAN DEVELOPMENT - DISCUSSION

56. Discussion for possible action regarding an Eighth Amendment to Option, Disposition and Development Agreement (ODDA) between the City of Las Vegas (City) and Laurich Properties, Inc., for a portion of APN's 139-21-313-021 and -023 located west of the southwest corner of West Lake Mead Boulevard and North Martin Luther King Boulevard in Las Vegas Enterprise Park - Ward 5 (Barlow)

BOARDS & COMMISSIONS - DISCUSSION

57. ABEYANCE ITEM - For Possible Action - REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ADVISORY COMMITTEE ON BUS BENCH/SHELTER CONSTRUCTION AND MAINTENANCE - Vernell McNeal, Term Expires 1-21-2015; Pamella Cesena, Term Expires 2-1-2015

58. For Possible Action - REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ADVISORY COMMITTEE ON BUS BENCH/SHELTER CONSTRUCTION AND MAINTENANCE - Pamella Cesena, Term Expires 2-1-2015

59. For Possible Action - HISTORIC PRESERVATION COMMISSION - Jarmilla McMillan-Arnold, Term Expiration 3-6-2015 and Jack LeVine, Term Expiration 3-8-2015

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

60. Bill No. 2015-4 - For Possible Action - Annexation No. ANX-56802 - Property location: located at 8180 North Monte Cristo Way, 7235 Racel Street, 8162 North Tioga Way, and the southeast corner of North Tioga Way and Ackerman Avenue; Petitioned by: Investor Equity Homes, LLC and Mosaic Land 2 LLC; Acreage: 11.31 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

61. Bill No. 2015-5 - For Possible Action - Annexation No. ANX-57016 - Property location: located at 8530 West Alexander Road; Petitioned by: T H M Enterprises, Inc.; Acreage: 5.10 acres; Zoned: R-E (County zoning), R-D (City equivalent). Sponsored by: Councilman Steven D. Ross

62. Bill No. 2015-6 - For Possible Action - Amends the Unified Development Code to establish standards for animated signs containing a changeable electronic message that are located in commercial and industrial districts. Sponsored by: Councilman Bob Beers and Councilman Bob Coffin

63. Bill No. 2015-7 - For Possible Action - Establishes a procedure to hear appeals from City officers or employees regarding reprisals or retaliatory action for disclosing improper governmental action. Sponsored by: Mayor Pro Tem Stavros S. Anthony

64. Bill No. 2015-8 - For Possible Action - Amends Code provisions regarding the activation of parking meters to authorize additional means of activation. Sponsored by: Councilman Bob Coffin

65. Bill No. 2015-9 - For Possible Action - Annexation No. ANX-57277 - Property location: located at 5620 North Rainbow Boulevard; Petitioned by: Thomas Lozzi and Valerie Adair; Acreage: 1.38 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

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.

66. Bill No. 2015-10 - Amends the Downtown Centennial Plan and the Symphony Park Design Standards Manual to authorize commercial recreation/amusement uses within the Parkway Center District and Symphony Park. Sponsored by: Councilman Ricki Y. Barlow

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.

67. Bill No. 2015-11 - Annexation No. ANX-57239 - Property location: located at the northeast corner of West Tropical Parkway and North Monte Cristo Way; Petitioned by: Craig Johnson; Acreage: 1.26 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Steven D. Ross

68. Bill No. 2015-12 - Updates provisions regarding the Parks and Recreation Advisory Commission. Sponsored by: Councilman Steven D. Ross

69. Bill No. 2015-13 - Amends the animal control regulations to update the license fee exemption for certain types of animals. Proposed by: Michele E. Freeman, Director of Detention and Enforcement

70. Bill No. 2015-14 - Authorizes officers of the Department of Detention and Enforcement to enforce or assist in the enforcement of LVMC Chapter 6.75 pertaining to short-term residential rentals. Sponsored by: Councilwoman Lois Tarkanian

1:00 P.M. - AFTERNOON SESSION

BUSINESS ITEMS - AFTERNOON

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

HEARINGS - DISCUSSION

72. Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $5,264.50 in out of pocket costs, and $19,500 in daily civil penalties for a total of $24,764.50 recorded against the property located at 556 East Oakey Boulevard PROPERTY OWNER: ABEL R. & MARIA L. PARENTE – Ward 3 (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 - ONE MOTION/ONE VOTE

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

73. EOT-57098 - EXTENSION OF TIME - NONCONFORMING - PUBLIC HEARING - APPLICANT/OWNER: GARDEN CITY, LLC - For possible action on a request for an Extension of Time FOR A NONCONFORMING USE MOTOR VEHICLE DEALERSHIP (NEW) at 5750 Sky Pointe Drive (APN 125-27-402-005), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross) [PRJ-57095]. Staff recommends APPROVAL.

74. RQR-56771 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: CITY PARKWAY V, INC. - For possible action on a Required Review of an approved Special Use Permit (U-0238-91) FOR AN EXISTING 65-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 301 Mesquite Avenue (APN 139-27-401-031), M (Industrial) Zone, Ward 5 (Barlow). Staff recommends APPROVAL.

75. RQR-56792 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: GGP MEADOWS MALL, LLC - For possible action on a Required Review of an approved Special Use Permit (SUP-4807) FOR AN EXISTING 51 FOOT TALL, 14 FOOT X 48 FOOT OFF-PREMISE SIGN at 4490 Meadows Lane (APN 139-31-510-019), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

PLANNING - DISCUSSION

76. ROC-56324 - ABEYANCE ITEM - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: CROSSROADS COMMONS LTD, LLC - For possible action on a request for a Review of Condition TO AMEND CONDITION #1 OF SITE DEVELOPMENT PLAN REVIEW [Z-0034-81(11)] TO ALLOW ACCESS FROM ODETTE LANE TO THE COMMERCIAL SHOPPING CENTER AND TO AMEND CONDITION #23 TO ELIMINATE THE REQUIREMENT FOR A TRAFFIC IMPACT ANALYSIS OF NON-RESIDENTIAL TRAFFIC ON ODETTE LANE at 8975 West Charleston Boulevard (APN 163-05-101-002), C-2 (General Commercial) Zone, Ward 2 (Beers) [PRJ-54452]. Staff recommends DENIAL.

77. MOD-56652 - ABEYANCE ITEM - MAJOR MODIFICATION - PUBLIC HEARING - APPLICANT/OWNER: CENTENNIAL AZURE, LLC - For possible action on a request for a Major Modification of the Town Center Land Use Plan to Amend the Special Land Use Designation FROM: SX-TC (SUBURBAN MIXED USE - TOWN CENTER) TO: GC-TC (GENERAL COMMERCIAL - TOWN CENTER) on 4.43 acres adjacent to the north side of Azure Drive, approximately 1,270 feet west of Tenaya Way (APN 125-27-101-035), T-C (Town Center) Zone [SX-TC (Suburban Mixed Use - Town Center) Special Land Use Designation], Ward 6 (Ross) [PRJ-56361]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

78. SDR-56653 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-56652 - PUBLIC HEARING - APPLICANT/OWNER: CENTENNIAL AZURE, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 22,625 SQUARE-FOOT MOTOR VEHICLE SALES (NEW) FACILITY WITH ACCESSORY AUTO REPAIR USE on 4.43 acres adjacent to the north side of Azure Drive, approximately 1,270 feet west of Tenaya Way (APN 125-27-101-035), T-C (Town Center) Zone [SX-TC (Suburban Mixed Use - Town Center) Special Land Use Designation] [PROPOSED: GC-TC (General Commercial - Town Center)], Ward 6 (Ross) [PRJ-56361]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

79. GPA-56713 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: MERLIN HARDY - OWNER: BONANZA SPRINGS, LLC - For possible action on a request for a General Plan Amendment FROM: MLA (MEDIUM LOW ATTACHED DENSITY RESIDENTIAL) TO: M (MEDIUM DENSITY RESIDENTIAL) on 7.27 acres at 4901 East Bonanza Road (APN 140-32-502-002), Ward 3 (Coffin) [PRJ-55891]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

80. ZON-56715 - REZONING RELATED TO GPA-56713 - PUBLIC HEARING - APPLICANT: MERLIN HARDY - OWNER: BONANZA SPRINGS, LLC - For possible action on a request for a Rezoning FROM: R-MH (MOBILE / MANUFACTURED HOME RESIDENTIAL) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 7.27 acres at 4901 East Bonanza Road (APN 140-32-502-002), Ward 3 (Coffin) [PRJ-55891]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

81. VAR-56712 - VARIANCE RELATED TO GPA-56713 AND ZON-56715 - PUBLIC HEARING - APPLICANT: MERLIN HARDY - OWNER: BONANZA SPRINGS, LLC - For possible action on a request for a Variance TO ALLOW 135 PARKING SPACES WHERE 176 SPACES ARE REQUIRED FOR A PROPOSED 80-UNIT MULTI-FAMILY DWELLING on 7.27 acres at 4901 East Bonanza Road (APN 140-32-502-002), R-MH (Mobile / Manufactured Home Residential) Zone [PROPOSED: R-3 (Medium Density Residential)], Ward 3 (Coffin) [PRJ-55891]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

82. SDR-56711 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-56713, ZON-56715 AND VAR-56712 - PUBLIC HEARING - APPLICANT: MERLIN HARDY - OWNER: BONANZA SPRINGS, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 80-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT WITH WAIVERS TO ALLOW A 3.5-FOOT BUFFER ALONG THE EAST PERIMETER WHERE SIX FEET IS REQUIRED; A ZERO-FOOT BUFFER ALONG THE SOUTHERN PERIMETER WHERE SIX FEET IS REQUIRED AND A ZERO-FOOT BUFFER ALONG A PORTION OF THE WESTERN PERIMETER WHERE SIX FEET IS REQUIRED on 7.27 acres at 4901 East Bonanza Road (APN 140-32-502-002), R-MH (Mobile / Manufactured Home Residential) Zone [PROPOSED: R-3 (Medium Density Residential)], Ward 3 (Coffin) [PRJ-55891]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

83. GPA-56915 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on a request for a General Plan Amendment FROM: PF (PUBLIC FACILITIES) TO: MXU (MIXED USE) on a portion of 3.51 acres at 821 North Las Vegas Boulevard (APN 139-27-708-019), Ward 5 (Barlow) [PRJ-56913]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

84. ZON-56916 - REZONING RELATED TO GPA-56915 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on a request for a Rezoning FROM: C-V (CIVIC) TO: C-2 (GENERAL COMMERCIAL) on a portion of 3.51 acres at 821 North Las Vegas Boulevard (APN 139-27-708-019), Ward 5 (Barlow) [PRJ-56913]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

85. GPA-57029 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CRYSTAL VIEW CAPITAL FUND IA, LLC - For possible action on a request for a General Plan Amendment FROM: L (LOW DENSITY RESIDENTIAL) TO: SC (SERVICE COMMERCIAL) on 0.43 acres located on the east side of San Jose Avenue 100 feet north of Sahara Avenue (APNs 162-02-811-155, 156, 157 and 163), Ward 3 (Coffin) [PRJ-56817]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

86. ZON-57030 - REZONING RELATED TO GPA-57029 - PUBLIC HEARING - APPLICANT/OWNER: CRYSTAL VIEW CAPITAL FUND IA, LLC - For possible action on a request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) AND R-2 (MEDIUM-LOW DENSITY RESIDENTIAL) TO: C-1 (LIMITED COMMERCIAL) on 0.84 acres located at the northeast corner of Sahara Avenue and San Jose Avenue (APNs 162-02-811-155 through 163), Ward 3 (Coffin) [PRJ-56817]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

87. SDR-57031 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-57029 AND ZON-57030 - PUBLIC HEARING - APPLICANT/OWNER: CRYSTAL VIEW CAPITAL FUND IA, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 3,240 SQUARE-FOOT RESTAURANT WITH DRIVE THROUGH on 0.84 acres located at the northeast corner of Sahara Avenue and San Jose Avenue (APNs 162-02-811-155 through 163), R-1 (Single Family Residential) and R-2 (Medium-Low Density Residential) Zone [Proposed Zone: C-1 (Limited Commercial)], Ward 3 (Coffin) [PRJ-56817]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

88. GPA-57254 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: NEVADA HAND - OWNER: SOUTHWEST REGIONAL COUNCIL OF CARPENTERS - For possible action on a request for a General Plan Amendment FROM: SC (SERVICE COMMERCIAL) TO: M (MEDIUM DENSITY RESIDENTIAL) on 12.59 acres located at 501 North Lamb Boulevard (APN 140-31-501-021), Ward 3 (Coffin) [PRJ-57248]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

89. ZON-57255 - REZONING RELATED TO GPA-57254 - PUBLIC HEARING - APPLICANT: NEVADA HAND - OWNER: SOUTHWEST REGIONAL COUNCIL OF CARPENTERS - For possible action on a request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 12.59 acres located at 501 North Lamb Boulevard (APN 140-31-501-021), Ward 3 (Coffin) [PRJ-57248]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

90. GPA-56918 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on a request for a General Plan Amendment to Amend the Trails Element of the General Plan and all related maps TO REMOVE A PORTION OF AN EXISTING MULTI-USE TRANSPORTATION TRAIL ON 9TH STREET BETWEEN FREMONT STREET AND CLARK AVENUE, Ward 3 (Coffin) [PRJ-56917]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

91. GPA-56951 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on a request for a General Plan Amendment TO AMEND THE PUBLIC FACILITIES AND BUILDING ELEMENT UTILITY PLAN, All Wards [PRJ-56950]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

92. GPA-57114 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on a request for a General Plan Amendment TO AMEND THE LAND USE TABLES OF THE LAS VEGAS 2020 MASTER PLAN LAND USE ELEMENT, All Wards [PRJ-57113]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

93. ZON-57131 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: FORT APACHE HOMES, INC. - For possible action on a request for a Rezoning FROM: U (UNDEVELOPED) [TC (TOWN CENTER) GENERAL PLAN DESIGNATION] TO: T-C (TOWN CENTER) on 5.0 acres adjacent to the south side of Rome Boulevard, 200 feet west of Grand Montecito Parkway (APN 125-20-803-003), Ward 6 (Ross) [PRJ-56734]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

94. SDR-56848 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-57131 - PUBLIC HEARING - APPLICANT/OWNER: FORT APACHE HOMES, INC. - For possible action on a request for a Site Development Plan Review FOR A PROPOSED PARKING FACILITY WITH WAIVERS TO ALLOW A ZERO-FOOT PERIMETER LANDSCAPE BUFFER WHERE 15 FEET IS REQUIRED ALONG THE NORTH PERIMETER AND A FIVE-FOOT WIDE BUFFER ALONG THE EAST PERIMETER WHERE AN EIGHT-FOOT BUFFER IS REQUIRED on 5.0 acres adjacent to the south side of Rome Boulevard, 200 feet west of Grand Montecito Parkway (APN 125-20-803-003), T-C (Town Center) Zone [MS-TC (Main Street Mixed Use) Special Land Use Designation], Ward 6 (Ross) [PRJ-56734]. The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

95. ZON-56357 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: NIRVAANA, LLC - For possible action on a request for a Rezoning FROM: U (UNDEVELOPED) [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] TO: C-1 (LIMITED COMMERCIAL) on 0.54 acres at 4940 Vegas Drive (APN 138-24-803-023), Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

96. VAR-57299 - VARIANCE RELATED TO ZON-56357 - PUBLIC HEARING - APPLICANT/OWNER: NIRVAANA, LLC - For possible action on a request for a Variance TO ALLOW A LOT WIDTH OF 74 FEET WHERE 100 FEET IS REQUIRED on 0.54 acres at 4940 Vegas Drive (APN 138-24-803-023), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [Proposed: C-1 (Limited Commercial)], Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

97. VAC-56644 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: SCHOOL BOARD OF TRUSTEES - For possible action on a request for a Petition to Vacate the full width of 9th Street, between Clark Avenue and Lewis Avenue, Ward 3 (Coffin). Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL.

SET DATE

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

CITIZENS PARTICIPATION

99. CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

COUNCIL MEMBER RECOGNITION

100. COUNCIL MEMBER RECOGNITION: COMMENTS MADE BY INDIVIDUAL CITY COUNCIL MEMBERS DURING THIS PORTION OF THE AGENDA WILL NOT BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND SCHEDULED FOR ACTION

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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: FEBRUARY 18, 2015

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

SUBJECT:
INVOCATION – REVEREND MARY BREDLAU, GRACE IN THE DESERT EPISCOPAL CHURCH

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE EMPLOYEE OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF BLACK HISTORY MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF CHINESE NEW YEAR

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
Closed Session - A closed meeting is called in accordance with NRS 241.015(3)(b)(2) to receive information from the City Attorney regarding potential pending litigation

Fiscal Impact

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

PURPOSE/BACKGROUND:
To discuss potential pending litigation.

RECOMMENDATION:
None

City of Las Vegas

Agenda Item No.: **10.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES, ACTING ☐ **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.: **11.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
BUSINESS ITEMS:

For possible action to approve the Final Minutes by reference of the January 7 and January 21, 2015 City Council Meetings

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
For possible action to approve a business impact statement regarding a proposed ordinance that would update provisions regarding the Parks and Recreation Advisory Commission (This item is related to Bill No. 2015-12, which is located later on this agenda under New Bills)

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 would update provisions regarding the Parks and Recreation Advisory Commission.

RECOMMENDATION:
It is recommended that the City Council approve the business impact statement.

BACKUP DOCUMENTATION:
Business Impact Statement

BUSINESS IMPACT STATEMENT
BILL NO. 2015-12
(Updates provisions regarding the Parks and Recreation Advisory Commission)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2015-12, that will update provisions regarding the Parks and Recreation Advisory Commission.

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.

No comments were solicited. The proposal is not expected to have any impact on businesses

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None identified

Beneficial effects:

None identified

Direct effects:

None identified

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

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

No additional cost to the City

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

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

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

Not applicable

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

The proposed ordinance is not expected to have any impact on 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.

Elizabeth A Tatwell

By: City Manager

Date: January 27, 2015

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
For possible action to approve a business impact statement regarding a proposed ordinance that would amend the animal control regulations to update the license fee exemption for certain types of animals (This item is related to Bill No. 2015-13, which is located later on this agenda under New Bills)

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 would amend the animal control regulations to update the license fee exemption for certain types of animals.

RECOMMENDATION:
It is recommended that the City Council approve the business impact statement.

BACKUP DOCUMENTATION:
Business Impact Statement

BUSINESS IMPACT STATEMENT
BILL NO. 2015-13
(Amends the animal control regulations to update the license fee exemption for certain types of animals)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2015-13, that will amend the animal control regulations to update the license fee exemption for certain types of animals.

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.

No comments were solicited. The proposal is not expected to have any impact on businesses

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None identified

Beneficial effects:

None identified

Direct effects:

None identified

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable

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

No additional cost to the City

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

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

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

Not applicable

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

The proposed ordinance is not expected to have any impact on 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.

Elizabeth R Fuhrell

By: City Manager

Date: January 27, 2015

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
For possible action to approve a business impact statement regarding a proposed ordinance that would authorize officers of the Department of Detention and Enforcement to enforce or assist in the enforcement of LVMC Chapter 6.75 pertaining to short-term residential rentals (This item is related to Bill No. 2015-14, which is located later on this agenda under New Bills)

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 would authorize officers of the Department of Detention and Enforcement to enforce or assist in the enforcement of LVMC Chapter 6.75 pertaining to short-term residential rentals.

RECOMMENDATION:
It is recommended that the City Council approve the business impact statement.

BACKUP DOCUMENTATION:
Business Impact Statement

BUSINESS IMPACT STATEMENT
BILL NO. 2015-14
(Authorizes officers of the Department of Detention and Enforcement to enforce or assist in the enforcement of LVMC Chapter 6.75 pertaining to short-term residential rentals)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2015-14, that would authorize officers of the Department of Detention and Enforcement to enforce or assist in the enforcement of LVMC Chapter 6.75 pertaining to short-term residential rentals.

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.

No input solicited. The update is not expected to have a different impact on businesses than existing provisions

2. The estimated economic effect of the proposed rule on businesses, including, without limitation, both adverse and beneficial effects, and both direct and indirect effects:

Adverse effects:

None identified

Beneficial effects:

None identified

Direct effects:

None identified

Indirect effects:

None identified

3. The following constitutes a description of the methods the local government considered to reduce the impact of the proposed rule on businesses and a statement regarding whether any, and if so which, of these methods were used:

Not applicable; no materially different impact on businesses than existing provisions

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

No additional cost identified

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

Not applicable

6. If the proposed rule provides for a new fee or increases an existing fee, the money generated by the new fee or increase in existing fee will be used by the local government to:

Not applicable

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

Not applicable

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

The proposed ordinance is not expected to have any different impact on businesses than exists already

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.

Elizabeth Fuhrer
By: City Manager

Date: January 27 2015

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: OFFICE OF COMMUNITY SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve the Inclement Weather Shelter Interlocal Agreement that shares funding between the cities of Las Vegas, North Las Vegas, Henderson, Boulder City and Clark County with the City of Las Vegas' contribution of $179,027.70 (General Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $179,027.70
Funding Source: General Fund
Dept./Division: Office of Community Services

PURPOSE/BACKGROUND:
The Interlocal Agreement provides $596,759.00 in shared funding for FY 2014-15 specifically for inclement weather shelters, which provide shelter during extreme hot days and cold nights. All local jurisdictions contribute on a population-based formula. The city of Las Vegas' proportionate share is $179,027.70. These funds are used to operate the Inclement Weather Shelter program, which is administered by Catholic Charities, Salvation Army, Shade Tree and Hope Link of Southern Nevada.

RECOMMENDATION:
Staff recommends the Mayor and Council to approve the Interlocal Agreement and authorizes the Mayor to execute any and all related documents following approval as to form by the City Attorney's Office.

BACKUP DOCUMENTATION:
Interlocal Agreement for Shared Funding of Inclement Weather Shelter

INTERLOCAL AGREEMENT
FOR SHARED FUNDING OF
INCLEMENT WEATHER SHELTER

This Interlocal Agreement is made and entered into this ____ day, of _____ 2015, by and among the COUNTY of CLARK (hereinafter referred to as "County"), the CITY OF LAS VEGAS, the CITY OF HENDERSON, the CITY OF NORTH LAS VEGAS, and the CITY OF BOULDER CITY (hereinafter collectively referred to as "Cities").

WITNESSETH:

WHEREAS, County and Cities executed an Interlocal Agreement dated October 20, 1998, for the formation of the Southern Nevada Regional Planning Coalition (SNRPC), which was formed in recognition of the need for collaboration to address the challenges facing Southern Nevada; and

WHEREAS, the SNRPC adopted a Homeless Intervention Proposal on September 25, 2003, as an effort to address the needs of homeless persons in the Clark County/Las Vegas Valley area; and

WHEREAS, the SNRPC approved the formation of a Technical Committee on Homelessness to oversee regional homelessness activities in Southern Nevada (hereinafter referred to as "Committee"); and

WHEREAS, the Homeless Intervention Proposal recommends that County and Cities share funding based on a population-based formula to pay for regional coordination and the responsible development of a comprehensive plan for the homeless; and

WHEREAS, the Committee on Homelessness, in compliance with implementation requirements under the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act rules and regulations, which provides Federal funding to communities for homeless services, has approved the formation of the Southern Nevada Homelessness Continuum of Care Board to oversee regional homelessness activities in Southern Nevada (hereinafter referred to as "SNH CoC Board"); and

WHEREAS, Nevada Revised Statutes (NRS) 277.180 provides that two or more political subdivisions of the State of Nevada may enter into interlocal agreements for the performance of any governmental function in the furtherance of that function; and

WHEREAS, the County and Cities executed the first Interlocal Agreement for Shared Funding of Regional Homeless Coordination and Inclement Weather Shelter for Fiscal Year 2004-2005, and have annually entered into a new interlocal agreement since inception; and

WHEREAS, the County and Cities desire to execute this agreement pursuant to the terms and conditions stated herein;

NOW, THEREFORE, the following have been mutually agreed upon by all parties:

SECTION I: INCLEMENT WEATHER ACTIVITIES

The SNH CoC Board is responsible for approving the comprehensive homeless plan and will oversee the coordination of regional homeless activities. The plan addresses provisions for sheltering of the homeless during inclement weather conditions. The SNH CoC Board, recognizing the continuing immediate need to provide for the welfare and safety of the homeless, agrees to commit funds on a population-based formula for the duration of this Interlocal Agreement (July 1, 2014, through June 30, 2015), not to exceed the amounts stated in Exhibit A, Interlocal Budget for inclement weather shelter.

The County will work with the Cities, providers, and the public to incorporate these seasonal activities as a priority in the comprehensive homeless strategic plan to improve housing and service programs for the homeless in Clark County (among public, private, and non-profit jurisdictions), address competing goals and conflicting services, and reduce/eliminate duplication of services.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

Funding for regional homeless coordination and inclement weather activities will be shared among the County and Cities on a population-based formula, not to exceed the amounts stated in Exhibit A. County will bill Cities in turn after each City approves this Interlocal Agreement. Funds must be received within thirty (30) days of billing.

SECTION III: MISCELLANEOUS PROVISIONS

A. Termination without Cause
   1. Upon thirty (30) days written notice to all parties, a party to this Interlocal Agreement may terminate this Interlocal Agreement for any reason prior to the date of termination set forth in paragraph D below.
   2. If termination is effected by any party, all parties agree to pay their portion of the compensation for services and benefits which has been earned or accrued as of the effective date of termination.

B. Governing Law Nevada law shall govern the interpretation of this Interlocal Agreement.

C. Confidential Treatment of Information All parties shall preserve the confidentiality, to the extent allowable by law, of any information obtained, assembled or prepared in connection with the performance of this Interlocal Agreement.

D. Terms of Agreement Each party agrees to pay County for its share of the costs related to Inclement Winter Weather Shelter, and Inclement Summer Day Shelter for the 2014/2015 fiscal year beginning July 1, 2014 and terminating June 30, 2015, not to exceed the amount stated on Exhibit A unless the Interlocal Agreement is terminated as set forth in paragraph A above.

E. Amendments Amendments to this Interlocal Agreement may be made only upon mutual consent in writing by County and Cities. No amendments or modifications of this Interlocal Agreement shall be deemed effective unless or until it is executed in writing by the parties hereto, with the same formality attending execution of this Interlocal Agreement.

F. Other Party Liability County and Cities, including any of their respective agents or employees, shall not be liable to any parties not participating in this Interlocal Agreement for any act or omission of the other party.

G. Other Party Interest This Interlocal Agreement is entered into for the exclusive benefits of the undersigned parties and is not intended to benefit any individual or entity not expressly named a party hereto.

H. Headings The headings of articles and sections contained in this Interlocal Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Interlocal Agreement.

I. Waiver or Breach Any waiver or breach of any provision of this Interlocal Agreement shall not be deemed a waiver of any other breach of the same or different provision.

J. Severability In the event any provision of this Interlocal Agreement is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, the rest and remainder of the provisions of this Interlocal Agreement shall remain in full force and effect.

K. Independent Contractor County and Cities are independent entities and nothing contained in this Interlocal Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties, contracting with each other solely for the purpose of carrying out the provisions of this Interlocal Agreement.

L. Entire Agreement This executed Interlocal Agreement contains the entire agreement among County and Cities relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, contracts, promises, negotiations, or representations, either oral of written, relating to the subject matter of this Interlocal Agreement not expressly set forth in this Interlocal Agreement are of no force or effect.

M. Effective Date The effective date of this Interlocal Agreement shall be July 1, 2014, through June 30, 2015.

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

Clark County, Nevada

Attest:

By: _____
Lynn Marie Goya, County Clerk

By: _____
Steve Sisolak, Chair
Board of County Commissioners

Approved as to form:

By: _____
Robert J. Gower, Deputy District Attorney

City of Las Vegas, Nevada

Attest:

By: _____
LuAnn D. Holmes, MMC
Acting City Clerk

By: _____
Carolyn Goodman, Mayor

Approved as to form:

By: Robert S. Sylvain 1-15-15
Robert S. Sylvain, Deputy City Attorney

City of Henderson, Nevada

Attest:

By: _____
Sabrina Mercadante, MMC, City Clerk

By: _____
Andy A. Hafen, Mayor

Approved as to form:

By: _____
Josh M. Reid, City Attorney

Approved as to funding:

By: _____
Richard A. Derrick, Chief Financial Officer

City of North Las Vegas, Nevada

Attest:

By: _____
Barbara A. Andolina, City Clerk

By: _____
John J. Lee, Mayor

Approved as to form:

By: _____
Sandra Douglass-Morgan, City Attorney

City of Boulder City, Nevada

Attest:

By: _____
Lorene Krumm, City Clerk

By: _____
Roger Tobler, Mayor

Approved as to form:

By: _____
Dave Olsen, City Attorney

Exhibit A
Southern Nevada Regional Planning Coalition's
Southern Nevada Homelessnes Continuum of Care Board
Interlocal Budget
FY 2014/2015

SNRPC SNHCoC Supported Project	Share by Jurisdiction, based on General Population Percentage					
	Boulder City 0.8%	North Las Vegas 11%	Henderson 13.2%	Las Vegas 30%	Clark County 45.0%	Joint Regional Commitment
Inclement Weather Shelter 325 Summer Day Shelter Spaces (May-September) 310 Winter Night Shelter Spaces (mid-November-March) Providers include: Catholic Charities, the Shade Tree, the Salvation Army & HopeLink of Southern Nevada	$4,774.07	$65,643.49	$78,772.19	$179,027.70	$268,541.55	$596,759.00
Total Due for FY 14-15	$4,774.07	$65,643.49	$78,772.19	$179,027.70	$268,541.55	$596,759.00

12/31/2014

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: OFFICE OF COMMUNITY SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve the federally mandated Homeless Management Information System (HMIS) Interlocal Agreement between the cities of Las Vegas, North Las Vegas, Henderson, Boulder City and Clark County with the City of Las Vegas' contribution of $65,984.62 (General Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $65,984.62
Funding Source: General Fund
Dept./Division: Office of Community Services

PURPOSE/BACKGROUND:
The Interlocal Agreement provides $219,948.75 in shared funding for FY 2014-15 specifically for the federally mandated HMIS, which provides system access and support to homeless service providers and will be including Las Vegas' Fire & Rescue, Detention and Enforcement, as well as Municipal Courts. All local jurisdictions contribute on a population-based formula. The city of Las Vegas' proportionate share is $65,984.62. These funds are used to operate an online informational sharing system that tracks individuals and families accessing homeless services in Southern Nevada. The system is used by homeless service providers and government agencies to increase communication between agencies, track resources for greater connections for services as well as provide data for reporting and strategic planning efforts.

RECOMMENDATION:
Staff recommends the Mayor and Council to approve the Interlocal Agreement and authorizes the Mayor to execute any and all related documents following approval as to form by the City Attorney's Office.

BACKUP DOCUMENTATION:
Interlocal Agreement for Shared Funding of the Homeless Management Information System

INTERLOCAL AGREEMENT
FOR SHARED FUNDING OF
THE HOMELESS MANAGEMENT INFORMATION SYSTEM

This Interlocal Agreement is made and entered into this ____ day, of _____ 2015, by and among the COUNTY of CLARK (hereinafter referred to as "County"), the CITY OF LAS VEGAS, the CITY OF HENDERSON, the CITY OF NORTH LAS VEGAS, and the CITY OF BOULDER CITY (hereinafter collectively referred to as "Cities").

WITNESSETH:

WHEREAS, County and Cities executed an Interlocal Agreement dated October 20, 1998, for the formation of the Southern Nevada Regional Planning Coalition (SNRPC), which was formed in recognition of the need for collaboration to address the challenges facing Southern Nevada; and

WHEREAS, the SNRPC adopted a Homeless Intervention Proposal on September 25, 2003, as an effort to address the needs of homeless persons in the Clark County/Las Vegas Valley area; and

WHEREAS, the SNRPC approved the formation of a Technical Committee on Homelessness to oversee regional homelessness activities in Southern Nevada (hereinafter referred to as "Committee"); and

WHEREAS, the Homeless Intervention Proposal recommends that County and Cities share funding based on a population-based formula to pay for regional coordination and the responsible development of a comprehensive plan for the homeless; and

WHEREAS, the Committee on Homelessness, in compliance with implementation requirements under the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act rules and regulations, which provides Federal funding to communities for homeless services, has approved the formation of the Southern Nevada Homelessness Continuum of Care Board to oversee regional homelessness activities in Southern Nevada (hereinafter referred to as "SNH CoC Board"); and

WHEREAS, Nevada Revised Statutes (NRS) 277.180 provides that two or more political subdivisions of the State of Nevada may enter into interlocal agreements for the performance of any governmental function in the furtherance of that function; and

WHEREAS, the County and Cities executed the first Interlocal Agreement for Shared Funding of Regional Homeless Coordination and Inclement Weather Shelter for Fiscal Year 2004-2005, and have annually entered into a new interlocal agreement since inception; and

WHEREAS, the County and Cities desire to execute this agreement pursuant to the terms and conditions stated herein;

NOW, THEREFORE, the following have been mutually agreed upon by all parties:

SECTION I: HOMELESS MANAGEMENT INFORMATION SYSTEM

The SNH CoC Board is responsible for approving the comprehensive homeless plan and will oversee the coordination of regional homeless activities. The plan addresses provisions for data collection. The SNH CoC Board agrees to commit funds on a population-based formula for the duration of this Interlocal Agreement (July 1, 2014, through June 30, 2015), not to exceed the amounts stated in Exhibit A, Interlocal Budget for the Homeless Management Information System (HMIS).

The County will work with the Cities, providers, and the public to continue to incorporate these activities as a priority in the comprehensive homeless strategic plan to improve housing and service programs for the homeless in Clark County (among public, private, and non-profit jurisdictions), address competing goals and conflicting services, and reduce/eliminate duplication of services.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

Funding for the HMIS activities will be shared among the County and Cities on a population-based formula, not to exceed the amounts stated in Exhibit A. County will bill Cities in turn after each City approves this Interlocal Agreement. Funds must be received within thirty (30) days of billing.

SECTION III: MISCELLANEOUS PROVISIONS

A. Termination without Cause
   1. Upon thirty (30) days written notice to all parties, a party to this Interlocal Agreement may terminate this Interlocal Agreement for any reason prior to the date of termination set forth in paragraph D below.
   2. If termination is effected by any party, all parties agree to pay their portion of the compensation for services and benefits which has been earned or accrued as of the effective date of termination.

B. Governing Law Nevada law shall govern the interpretation of this Interlocal Agreement.

C. Confidential Treatment of Information All parties shall preserve the confidentiality, to the extent allowable by law, of any information obtained, assembled or prepared in connection with the performance of this Interlocal Agreement.

D. Terms of Agreement Each party agrees to pay County for its share of the costs related to Inclement Winter Weather Shelter, and Inclement Summer Day Shelter for the 2014/2015 fiscal year beginning July 1, 2014 and terminating June 30, 2015, not to exceed the amount stated on Exhibit A unless the Interlocal Agreement is terminated as set forth in paragraph A above.

E. Amendments Amendments to this Interlocal Agreement may be made only upon mutual consent in writing by County and Cities. No amendments or modifications of this Interlocal Agreement shall be deemed effective unless or until it is executed in writing by the parties hereto, with the same formality attending execution of this Interlocal Agreement.

F. Other Party Liability County and Cities, including any of their respective agents or employees, shall not be liable to any parties not participating in this Interlocal Agreement for any act or omission of the other party.

G. Other Party Interest This Interlocal Agreement is entered into for the exclusive benefits of the undersigned parties and is not intended to benefit any individual or entity not expressly named a party hereto.

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J. Severability In the event any provision of this Interlocal Agreement is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature, or declared null and void by any court of competent jurisdiction, the rest and remainder of the provisions of this Interlocal Agreement shall remain in full force and effect.

K. Independent Contractor County and Cities are independent entities and nothing contained in this Interlocal Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties, contracting with each other solely for the purpose of carrying out the provisions of this Interlocal Agreement.

L. Entire Agreement This executed Interlocal Agreement contains the entire agreement among County and Cities relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, contracts, promises, negotiations, or representations, either oral of written, relating to the subject matter of this Interlocal Agreement not expressly set forth in this Interlocal Agreement are of no force or effect.

M. Effective Date The effective date of this Interlocal Agreement shall be July 1, 2014, through June 30, 2015.

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

Clark County, Nevada

Attest:

By: _____
Lynn Marie Goya, County Clerk

By: _____
Steve Sisolak, Chair
Board of County Commissioners

Approved as to form:

By: _____
Robert J. Gower, Deputy District Attorney

City of Las Vegas, Nevada

Attest:

By: _____
LuAnn D. Holmes, MMC
Acting City Clerk

By: _____
Carolyn Goodman, Mayor

Approved as to form:

By: Robert S. Sylvain 1-15-15
Robert S. Sylvain, Deputy City Attorney

City of Henderson, Nevada

Attest:

By: _____
Sabrina Mercadante, MMC, City Clerk

By: _____
Andy A. Hafen, Mayor

Approved as to form:

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Josh M. Reid, City Attorney

Approved as to funding:

By: _____
Richard A. Derrick, Chief Financial Officer

City of North Las Vegas, Nevada

Attest:

By: _____
Barbara A. Andolina, City Clerk

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John J. Lee, Mayor

Approved as to form:

By: _____
Sandra Douglass-Morgan, City Attorney

City of Boulder City, Nevada

Attest:

By: _____
Lorene Krumm, City Clerk

By: _____
Roger Tobler, Mayor

Approved as to form:

By: _____
Dave Olsen, City Attorney

Exhibit A
Southern Nevada Regional Planning Coalition's
Southern Nevada Homelessnes Continuum of Care Board
Interlocal Budget
FY 2014/2015

SNRPC SNHCoC Supported Project	Share by Jurisdiction, based on General Population Percentage					
	Boulder City 0.8%	North Las Vegas 11%	Henderson 13.2%	Las Vegas 30%	Clark County 45.0%	Joint Regional Commitment
Homeless Management Information System Bitfocus provides single data system, 240 user licenses, administration/management, staff technical support	$1,759.59	$24,194.36	$29,033.24	$65,984.62	$98,976.94	$219,948.75
Total Due for FY 14-15	$1,759.59	$24,194.36	$29,033.24	$65,984.62	$98,976.94	$219,948.75

1/2/2015

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: OFFICE OF COMMUNITY SERVICES
DIRECTOR: STEPHEN K. HARSIN ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve the funding of the federally mandated Homeless Census and Evaluation Interlocal Agreement that shares funding between the cities of Las Vegas, North Las Vegas, Henderson, Boulder City and Clark County with the City of Las Vegas' contribution of $6,854.70 (General Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $6,854.70
Funding Source: General Fund
Dept./Division: Office of Community Services

PURPOSE/BACKGROUND:
The Interlocal Agreement provides $22,849.00 in shared funding for FY 2014-15 specifically for the federally mandated Homeless Census and Evaluation. All local jurisdictions contribute on a population-based formula. The city of Las Vegas' proportionate share is $6,854.70. These funds are used to contract with an independent company that will take the data collected from the January Point in Time (PIT) Count and the Southern Nevada Homeless Survey in order to obtain comprehensive and targeted data. In turn, all the information is assimilated into a report that is submitted to HUD Washington DC and becomes a critical component when determining how competitive Southern Nevada is nationally to receive federal funding for homeless programs, services and housing.

RECOMMENDATION:
Staff recommends the Mayor and Council to approve the Interlocal Agreement and authorizes the Mayor to execute any and all related documents following approval as to form by the City Attorney's Office.

BACKUP DOCUMENTATION:
Interlocal Agreement for Shared Funding of the Homeless Census and Evaluation

INTERLOCAL AGREEMENT
FOR SHARED FUNDING OF
THE HOMELESS CENSUS AND EVALUATION

This Interlocal Agreement is made and entered into this ____ day, of _____ 2015, by and among the COUNTY of CLARK (hereinafter referred to as "County"), the CITY OF LAS VEGAS, the CITY OF HENDERSON, the CITY OF NORTH LAS VEGAS, and the CITY OF BOULDER CITY (hereinafter collectively referred to as "Cities").

WITNESSETH:

WHEREAS, County and Cities executed an Interlocal Agreement dated October 20, 1998, for the formation of the Southern Nevada Regional Planning Coalition (SNRPC), which was formed in recognition of the need for collaboration to address the challenges facing Southern Nevada; and

WHEREAS, the SNRPC adopted a Homeless Intervention Proposal on September 25, 2003, as an effort to address the needs of homeless persons in the Clark County/Las Vegas Valley area; and

WHEREAS, the SNRPC approved the formation of a Technical Committee on Homelessness to oversee regional homelessness activities in Southern Nevada (hereinafter referred to as "Committee"); and

WHEREAS, the Homeless Intervention Proposal recommends that County and Cities share funding based on a population-based formula to pay for regional coordination and the responsible development of a comprehensive plan for the homeless; and

WHEREAS, the Committee on Homelessness, in compliance with implementation requirements under the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act rules and regulations, which provides Federal funding to communities for homeless services, has approved the formation of the Southern Nevada Homelessness Continuum of Care Board to oversee regional homelessness activities in Southern Nevada (hereinafter referred to as "SNH CoC Board"); and

WHEREAS, Nevada Revised Statutes (NRS) 277.180 provides that two or more political subdivisions of the State of Nevada may enter into interlocal agreements for the performance of any governmental function in the furtherance of that function; and

WHEREAS, the County and Cities executed the first Interlocal Agreement for Shared Funding of Regional Homeless Coordination and Inclement Weather Shelter for Fiscal Year 2004-2005, and have annually entered into a new interlocal agreement since inception; and

WHEREAS, the County and Cities desire to execute this agreement pursuant to the terms and conditions stated herein;

NOW, THEREFORE, the following have been mutually agreed upon by all parties:

SECTION I: HOMELESS CENSUS AND EVALUATION

The SNH CoC Board is responsible for approving the comprehensive homeless plan and will oversee the coordination of regional homeless activities. The plan addresses the provision of an annual homeless census and evaluation activities. The SNH CoC Board agrees to commit funds on a population-based formula for the duration of this Interlocal Agreement (July 1, 2014, through June 30, 2015), not to exceed the amounts stated in Exhibit A, Interlocal Budget for homeless census and evaluation activities.

The County will work with the Cities, providers, and the public to incorporate these activities as a priority in the comprehensive homeless strategic plan to improve housing and service programs for the homeless in Clark County (among public, private, and non-profit jurisdictions), address competing goals and conflicting services, and reduce/eliminate duplication of services.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

Funding for the homeless census and evaluation will be shared among the County and Cities on a population-based formula, not to exceed the amounts stated in Exhibit A. County will bill Cities in turn after each City approves this Interlocal Agreement. Funds must be received within thirty (30) days of billing.

SECTION III: MISCELLANEOUS PROVISIONS

A. Termination without Cause
   1. Upon thirty (30) days written notice to all parties, a party to this Interlocal Agreement may terminate this Interlocal Agreement for any reason prior to the date of termination set forth in paragraph D below.
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B. Governing Law Nevada law shall govern the interpretation of this Interlocal Agreement.

C. Confidential Treatment of Information All parties shall preserve the confidentiality, to the extent allowable by law, of any information obtained, assembled or prepared in connection with the performance of this Interlocal Agreement.

D. Terms of Agreement Each party agrees to pay County for its share of the costs related to the Homeless Census and Evaluation for the 2014/2015 fiscal year beginning July 1, 2014 and terminating June 30, 2015, not to exceed the amount stated on Exhibit A unless the Interlocal Agreement is terminated as set forth in paragraph A above.

E. Amendments Amendments to this Interlocal Agreement may be made only upon mutual consent in writing by County and Cities. No amendments or modifications of this Interlocal Agreement shall be deemed effective unless or until it is executed in writing by the parties hereto, with the same formality attending execution of this Interlocal Agreement.

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any act or omission of the other party.

G. Other Party Interest This Interlocal Agreement is entered into for the exclusive benefits of the undersigned parties and is not intended to benefit any individual or entity not expressly named a party hereto.

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M. Effective Date The effective date of this Interlocal Agreement shall be July 1, 2014, through June 30, 2015.

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

Clark County, Nevada

Attest:

By: _____
Lynn Marie Goya, County Clerk

By: _____
Steve Sisolak, Chair
Board of County Commissioners

Approved as to form:

By: _____
Robert J. Gower, Deputy District Attorney

City of Las Vegas, Nevada

Attest:

By: _____
LuAnn D. Holmes, MMC
Acting City Clerk

By: _____
Carolyn Goodman, Mayor

Approved as to form:

By: Robert S. Sylvain 4/5-15
Robert S. Sylvain, Deputy City Attorney

City of Henderson, Nevada

Attest:

By: _____
Sabrina Mercadante, MMC, City Clerk

By: _____
Andy A. Hafen, Mayor

Approved as to form:

By: _____
Josh M. Reid, City Attorney

Approved as to funding:

By: _____
Richard A. Derrick, Chief Financial Officer

City of North Las Vegas, Nevada

Attest:

By: _____
Barbara A. Andolina, City Clerk

By: _____
John J. Lee, Mayor

Approved as to form:

By: _____
Sandra Douglass-Morgan, City Attorney

City of Boulder City, Nevada

Attest:

By: _____
Lorene Krumm, City Clerk

By: _____
Roger Tobler, Mayor

Approved as to form:

By: _____
Dave Olsen, City Attorney

Exhibit A
Southern Nevada Regional Planning Coalition's
Southern Nevada Homelessnes Continuum of Care Board
Interlocal Budget
FY 2014/2015

SNRPC SNHCoC Supported Project	Share by Jurisdiction, based on General Population Percentage					
	Boulder City 0.8%	North Las Vegas 11%	Henderson 13.2%	Las Vegas 30%	Clark County 45.0%	Joint Regional Commitment
Homeless Census and Evaluation Bitfocus provides comprehensive census report, including calculation of Point In Time data from street and shelter surveys	$182.79	$2,513.39	$3,016.07	$6,854.70	$10,282.05	$22,849.00
Total Due for FY 14-15	$182.79	$2,513.39	$3,016.07	$6,854.70	$10,282.05	$22,849.00

1/2/2015

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
For possible action to approve award of Contract No. 150125-TF, Prime Design Services Contract for Symphony Park Pedestrian Bridge North located from Main Street on the north side of the Union Plaza Hotel to City Parkway - Department of Public Works - Award recommended to: GC WALLACE, INC. ($196,060 - Traffic Improvements Capital Projects Fund) - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $196,060
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
Consultant services for this project include but are not limited to the design of pathways from Main street, a pedestrian bridge across the Union Pacific Railroad and a pathway on the west side of the railroad tracks from the bridge to City Parkway. Award of this contract is recommended by the City of Las Vegas consultant selection committee based upon the 2014 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. GC Wallace, Inc. is located in Las Vegas, Nevada.

PCC: T. Fernandez
POC: Eric Giles - (702) 804-2000

RECOMMENDATION:
That City Council approve award of Contract No. 150125-TF, Prime Design Services Contract for Symphony Park Pedestrian Bridge North to GC Wallace, Inc. in the amount of $196,060. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 150125-TF
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES CONTRACT
FOR
SYMPHONY PARK PEDESTRIAN BRIDGE NORTH

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 **G.C. WALLACE, INC.**, (the "Consultant"), a **Corporation organized and existing under the laws of the State of Nevada**, whose address is **1555 S. Rainbow Blvd., Las Vegas, NV 89146**.

W I T N E S S E T H:

WHEREAS, the City intends to construct the **SYMPHONY PARK NORTH PEDESTRIAN BRIDGE** (herein the "Project"); and

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

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and 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.

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.

1.08 ***Responsibility for Construction Document Revisions.***

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

B. ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the estimate prepared by the Consultant. If the bids or proposed price received by the City exceeds the Consultant's estimate, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost and to change the construction documents. If the changes requested by the City cause an increase in the cost or time required to perform any of the services required under this Agreement, the Consultant may submit a request for an Adjustment in Compensation pursuant to Section 3.02.

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, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless this 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 CONTRACT

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

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 for seventy calendar days 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, based on percentage of completion of the Project, 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 of the Project 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 Consultant 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 Jones, Manager, Purchasing & Contracts

ATTEST

_____
LuAnn D. Holmes, MMC, Acting City Clerk Date

APPROVED AS TO FORM

John S. Ridilla 1/27/15
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By_____
Eric G. Giles, G.C. Wallace, 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 100: GENERAL

100.1 Upon authorization to proceed as described in **Exhibit "C"**, the Consultant shall provide the following in accordance with the Schedule (**Exhibit "C"**) included herein.

100.2 PROJECT SITE DESCRIPTION

100.2.1 The Project improvement area, which may be adjusted as the Project develops, is described as: An approximately 60-foot wide pathway on the north side of the existing Plaza Hotel from Main Street to the UPRR right-of-way, a pedestrian bridge across the UPRR right-of-way with stairs or ramps and elevators on both sides of the bridge, and a pathway on the west side of the tracks from the bridge to City Parkway. The west side path will likely run south along the UPRR right-of-way from the bridge to the south end of Symphony Park Parcel 'P', then west to City Parkway.

100.2.1.1 Site address: Not Applicable

100.2.1.2 Entire area of assessor's parcel number(s): 139-34-110-005, 139-34-101-010, 139-34-101-003

100.2.1.3 Gross site acreage: Not Applicable

100.2.1.4 Offsite improvement area: Not Applicable

100.2.1.5 As shown on the attachment to this Exhibit 'A': Not Applicable

100.3 PROJECT PROGRAM

100.3.1 The Project program, which may be altered as the Project develops, contains the following:

100.3.1.1 Approximate gross building square footage: __ Not Applicable

100.3.1.2 Improvement description: The project will consist of developing a pedestrian crossing over the existing UPRR tracks. This will generally consist of developing pathways from Main Street on the north side of the existing Plaza Hotel to the UPRR right-of-way, a pedestrian bridge across the UPRR right-of-way with stairs, ramps, and vertical conveyance on both sides of the bridge, and a pathway on the west side of tracks from the bridge to City Parkway. The west side path will likely run south along the UPRR right-of-way from the bridge to the south end of Symphony Park Parcel 'P', then west to City Parkway. The project design will be broken into two phases, a Programming and Conceptual Design Phase (15% design) and potentially a final Design and Construction Documents Phase. The specific scope of this Programming and Conceptual Design Phase shall consist of development of three (3) thematic schemes and options as appropriate to each scheme, in order that the City may determine the scope for a potential Final Design Agreement.

100.4 CONSTRUCTION COST BUDGET

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

100.4.2 Construction Cost Budget: **$7,000,000.00**

100.5 CHANGES TO SCOPE OR SERVICES

100.5.1 The following scope of services is in addition to the scope required elsewhere in this Contract. This scope is to be considered preliminary and may be altered as the Project develops.

100.5.2 If increased scope or workload is encountered, the Consultant is to notify the City in writing and receive written confirmation to proceed prior to the performance of any work related to the increased scope or workload.

100.5.3 CHANGE IN SCOPE. Should the Project size or budget as described herein be adjusted during the programming and schematic design phase of this Contract by less than twenty percent, no adjustment of the Consultant's compensation or performance schedule will be considered. Should the Project size or budget as described herein be adjusted during the programming and schematic design phase by at least twenty percent, it is understood that this change would constitute a change in scope requiring a consideration for adjustment to the Consultant's compensation and performance schedule to the extent the change results in a change in the amount of the Consultant's work

on the Project. This adjustment shall apply equally to additions to the Project scope as well as reductions to the Project scope such that reductions may result in a reduction to the compensation and performance schedule.

100.5.4 The City Representative shall have authority to make decisions with respect to the materials, equipment, elements, and systems which are pertinent to the Project to be performed under this Contract and to approve changes to the scope of the Project that do not affect the Consultant's compensation or performance schedule.

100.6 GENERAL REQUIREMENTS

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

100.6.2 Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

100.6.3 All Drawings shall be prepared using AutoDesk's AutoCAD 2014 or newer release in accordance with City CAD standards and industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2000 or newer release.

100.6.4 The Consultant and his sub-consultants at all tiers agree to maintain copies of the latest version of each drawing, specification section, calculation, map, survey, report, and other project document prepared under this Agreement, 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 Contract has been made.

100.6.5 Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than three suitable brand names/model numbers are commercially available state "or equal under the Substitution requirements of Section 01600."

100.6.6 Coordination and quality control checks shall be made in accordance with a disciplined procedure and scheduled accordingly.

100.6.7 Verify, using commercially available software with current virus definitions, that digital electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. Should the City choose to check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and resubmittal and shall not be released from submittal requirements required in this Contract.

100.6.8 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all Design Review Comments (DRC), and coordination within and between design disciplines. Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.

100.6.9 The Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Consultant.

100.6.10 The Consultant shall be responsible for all coordination with its subconsultants. Each submittal to the City shall be organized by discipline and shall be thoroughly crosschecked to avoid conflicts between Consultant and subconsultant documents. Vague references to project

requirements on other discipline's plans shall not be permitted. Where references to others' plans are necessary for direction, reference notes shall specifically state the drawing number or specification section, as appropriate. It shall be the Consultant's responsibility to advise each subconsultant of this requirement.

100.6.11 The professional services to be rendered by the Consultant under this Contract shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the building code, electrical code, plumbing code, fire code and related ordinances pertaining to fire safety, mechanical code and the heating, ventilation, air conditioning guide, uniform standards for public works construction for off-site improvements, State of Nevada Industrial Commission codes and safety orders, Nevada State Department of Health regulations, mandatory standards and policies of the State of Nevada energy conservation plan, Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances in effect at the Project site, and any other applicable Federal, state and local acts, rules, laws or regulations.

100.6.12 All work, including but not limited to drawings, specifications, and calculations, shall be provided by the Consultant for each and every part of the Project including those items that the building department may normally allow as "deferred submittals." When complying with NRS 338.140 by listing multiple manufacturers in the specifications, the Consultant shall review options with the City and select the most available, standard, or economical manufacturer's model to fully engineer and include in the bid and permit documents. Should the Contractor propose one of the other manufacturers listed in the specifications after award, the cost of the other listed manufacturer's affect on the documents and the construction shall be borne by the Contractor, except that the Consultant shall have the duty to cooperate with the Contractor in reviewing the proposal for design compliance (including the Contractor provided structural calculations) and providing revisions to the Consultant's documents as required to accommodate the proposed change. Such revisions to the Consultant's documents shall be an Additional Service, which shall be approved in writing by the City prior to the Consultant making any revisions and charged to the Contractor by change order.

100.6.13 All work shall be in full compliance with the applicable City of Las Vegas "**Design Standards for Buildings, Parks, and Parking Facilities**" ("Design Standards"), incorporated herein by reference, and that any failure in this regard shall be at the sole expense of the Consultant to correct specifically including any additional construction costs resulting from such failures in the construction bid documents. The Consultant agrees to include this requirement into subcontract agreements with subconsultants providing services for the Project.

100.6.14 The Consultant shall insure that the new design contains no asbestos containing building materials of any kind.

100.6.15 The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Division One", incorporated herein by reference, into the contracts prepared for bidding on the Project covered by this Contract. The Consultant further agrees to perform in accordance with the obligations stated in these referenced documents and agrees to include this provision in all sub-consultant contracts. The Consultant acknowledges familiarity with the City's standard format, terms and conditions of these documents and that such document examples were made available to the Consultant upon request, prior to signing this Contract.

100.6.16 No disclaimers are allowed on any documents, except as required due to City of Las Vegas Building Department's request for inclusion and stamping of documents not prepared by the Consultant such as reports of testing and details of fire rated assemblies or similar copyrighted documents.

100.6.17 Throughout the design phases of the project, participate in regularly scheduled weekly design meetings with the City. Coordinate attendance of subconsultants and other parties as appropriate to the progress of the work and to avoid delay. Unless the City elects to do so and provides written instrument stating such, record, prepare and distribute to all attendees and other affected parties, a meeting summary documenting decisions made and actions required by attendees and other affected parties, in a format acceptable to the City, within 5 days following each meeting.

100.6.18 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.

100.6.18.1 The City shall provide:

100.6.18.1.1 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.

100.6.18.1.2 The cost of any software licenses required by the OPM software manufacturer or distributor.

100.6.18.1.3 User accounts for Consultant's access to the OPM software.

100.6.18.2 The Consultant shall provide:
100.6.18.2.1 Training of Consultant personnel required to utilize the OPM software, except as provided by the City above.
100.6.18.2.2 Information using the forms, screen views, and information fields provided in the software and training materials.
100.6.18.2.3 Electronic notification in the OPM software of any submittals that cannot be transmitted electronically, such as material samples.
100.6.18.2.4 Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.
100.6.18.2.5 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.
100.6.18.2.6 Frequent monitoring of the OPM software.

100.6.18.3 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.

100.6.19 CMAR Coordination. If the Project utilizes the Construction Manager at Risk (CMAR) delivery method, the Consultant shall coordinate and cooperate as necessary for the CMAR to provide their scope of preconstruction services for the Project.

100.6.20 Photos. The requirement for the Consultant to obtain a City issued Film Permit to photograph the Project is waived for the Term of this Contract. Photographs of the Project taken by the Consultant after final Consultant payment will again require a City issued Film Permit. Reference 10.04, E. Confidentiality for the allowed uses of Consultant photographs.

100.7 DEFINITIONS

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

100.7.2 "Contractor" as used herein refers to the party or parties that the City contracts to construct the Project. This includes without limitation general or specialty contractors utilizing a design-bid-build delivery method, a construction manager at risk, and design-builder when utilizing alternate delivery methods.

100.7.3 "Drawings and Specifications" as used herein shall be deemed in all instances to include architectural, structural, mechanical, plumbing, electrical, civil, and landscape drawings and specifications, and any drawing and specification prepared by specialty consultants.

100.8 CITY'S REVIEW PROCESS

100.8.1 Upon receipt of any documents furnished by the Consultant, the City Representative shall conduct a preliminary review of such documents and determine whether the documents comply with the scope of the Project. After the preliminary review, if the City Representative determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are professionally complete and appropriate, per **Exhibit "B"**, for each service phase submitted. The decision by the City Representative in this matter shall be final.

100.8.2 If the City Representative determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents remain insufficient, inadequate, or incomplete, the City may: i) declare the Consultant in default, or (ii) demand a letter of explanation from the Consultant as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the Consultant, at Consultant's own expense, shall furnish additional sets of all documents, based on the quantity set forth in **Exhibit "B"**, that are sufficient, adequate and complete in the discretion of the City Representative for review by the City. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

100.8.3 The City's review period in the Project Schedule shall not begin until the City Representative determines that the documents presented by Consultant fully comply with the requirements. After the City Representative determines that the documents comply with such requirements, the City shall begin a review of the documents.

100.8.4 After the City reviews the documents, one (1) set of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the documents, and return

the correction set with the corrected documents, together with written responses to the City's correction(s), comments(s), and change(s), which state the action taken and reason for such action for each item presented by the City.

ARTICLE 101: THE CITY'S RESPONSIBILITIES

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

101.2 The City shall provide the Consultant with:

101.2.1 Programmatic information, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact design and/or construction.

101.2.2 Project budget and the amount of the Construction Cost Budget.

101.2.3 Project schedule.

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

101.2.5 Access arrangements for the Consultant to enter upon public and private property as required to perform their services.

101.2.6 Design Review Comments to be incorporated into the documents. Comment documentation may be provided as red-lined drawings, electronic format and/or hard copies.

101.3 The City shall:

101.3.1 Acquire any required rights to the Project Site or air rights to adjacent sites as deemed necessary by the City.

101.3.2 Designate a management team to review designs and submittals, and to work with the Consultant to achieve an acceptable, cost effective design.

101.3.3 Provide and conduct all bidding activities, including printing and distribution of bid and constructions documents, except as specifically required to be provided by the Consultant.

ARTICLE 102: THE CONSULTANT'S RESPONSIBILITIES

102.1 The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described following:

102.2 Develop graphic presentations of three (3) distinct thematic schemes for the pedestrian bridge and its easterly and westerly pathways and develop one scheme through 15% design (Schematic Design). The resultant documentation shall be such that final design may be performed and may rely on design and data established by the Work of this Agreement.

102.2.1 Responsibilities Specific to this Project for Various Phases

102.2.2 Programming and Conceptual Design Phase

102.2.3 Schematic Design and Master Planning Phase

ARTICLE 103: RESPONSIBILITIES SPECIFIC TO THIS PROJECT FOR VARIOUS PHASES

103.1.1 HAZARDOUS MATERIALS SURVEY

103.1.2 Not Applicable

103.1.3 LEED CERTIFICATION

103.1.3.1 Not Applicable

103.1.4 COST ESTIMATES

103.1.4.1 The Consultant shall prepare and provide a detailed independent Construction Cost Estimate with each submittal. For the Schematic Design scope, an Independent estimate will not be prepared by an outside firm. Cost estimates will be prepared by consultants.

103.1.5 GOVERNMENTAL AND AGENCY APPROVALS

103.1.5.1 Not Applicable

103.1.6 GEOTECHNICAL AND ENVIRONMENTAL REPORTS

103.1.6.1 GEOTECHNICAL AND ENVIRONMENTAL REPORT. Regardless whether the geotechnical and environmental reports are being provided for the Project by the City or Consultant, the findings shall be incorporated in the Consultant's designs, cost estimating and documentation of the Programming & Conceptual Design phase.

ARTICLE 104: PROGRAMMING AND CONCEPTUAL DESIGN PHASE

104.1.1 Upon authorization by the City to Proceed with the Programming and Conceptual Design Phase, the Consultant shall:

104.1.1.1 SITE SURVEY. Prepare a boundary and topographic survey for the Project, utilizing data from the Aerial Mapping services provided by the City of Las Vegas.

104.1.1.2 INITIATE RAILROAD APPROVAL PROCESS. Prepare documentation for use in establishing the location of an aerial easement necessary for application to the Union Pacific Railroad. Provide exhibits and legal descriptions and other documents to support City staff in gaining preliminary railroad approvals. Participate in meetings with railroad representatives and Public Utilities Commission.

104.1.1.3 GENERAL PROJECT PROGRAM REQUIREMENTS. Receive from the City the preliminary requirements list of desired amenities, budget and other requirements for the Project.

104.1.1.4 PROGRAMMING REPORT. Work with the City in detailing the program for the Project, including size, relationships and needs. Prepare for the City's approval, a draft Programming Report, which details all goals and requirements of the Project.

104.1.1.5 RAILROAD, 3RD PARTY LAND OWNERS AND REGULATORY AGENCY COORDINATION REPORT. Identify needs and timing of submittals and applications required to gain necessary easements and approvals from the Union Pacific Railroad, 3rd Party landowners and regulatory agencies.

104.1.1.6 SITE UTILIZATION REPORT. Analyze the site conditions affecting the Project including utilities, drainage, surrounding uses, zoning, soils, environmental impacts, conditions affecting the Project, and prepare for the City's approval, a draft Site Utilization Report.

104.1.1.7 CONCEPTS. Prepare three (3) thematic scheme concepts and options as appropriate to each scheme, in order that the City may determine the scope for a potential Final Design Agreement. Prepare exhibits that define pathways, amenities, aesthetic concepts, materials and comparable costs. Exhibits shall demonstrate Civil, Architectural, Landscaping and Lighting concepts.

104.1.1.8 ESTIMATE. Prepare a conceptual level Construction Cost Estimate for the Project, based on the City's preferred concept. Include options as directed by the City in the estimate and estimates of cost of easements.

104.1.1.9 REVIEW. Participate in design review meetings in which the City will discuss comments generated during the review of the draft Programming Report, Site Utilization Report, Concept Presentation and Construction Cost Estimate. Incorporate the City's review comments.

104.1.1.10 SUBMITTAL. Provide a formal Programming and Conceptual Design Submittal, which includes the Programming Report, Site Utilization Report, Construction Cost Estimate, a preliminary conceptual design site plan and building elevations, and other documents listed in Exhibit "B". Furnish six (6) copies of the submittal to the City. The City shall review, make comments, advise of any adjustment required, and request additional documents as required of the program and budget. The City shall approve in writing the Programming and Conceptual Design Submittal prior to the Consultant proceeding with the basic services under the Schematic Design Phase.

ARTICLE 105: SCHEMATIC DESIGN (SD) PHASE

105.1.1 This Section Not Applicable

ARTICLE 106: DESIGN DEVELOPMENT (DD) PHASE

106.1.1 This section not applicable

ARTICLE 107: CONSTRUCTION DOCUMENTS (CD) PHASE

107.1.1 This section not applicable

ARTICLE 108: BIDDING PHASE

108.1.1 This section not applicable

ARTICLE 109: CONSTRUCTION ADMINISTRATION PHASE

109.1.1.1.1 This section not applicable

ARTICLE 110: POST CONSTRUCTION PHASE

110.1.1 This section not applicable

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 The Consultant shall provide the following submittals, delivered to the City unless noted otherwise. Reference the entire Contract and other Exhibits for additional submittals and requirements.

200.2 Certificates of Insurance
The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized designated representative, a certificate of insurance with respect to each required policy to be provided by the Consultant under this 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 201: CONCEPTUAL DESIGN PHASE

201.1 Geotechnical & Environmental Report Analysis
201.2 Topographic Survey
201.3 Utility Study and Investigation
201.4 Architectural Schemes / Exhibits as indicated in Exhibit "A"
201.5 Landscaping Design as indicated in Exhibit "A"
201.6 Conceptual Project Cost Estimate.
201.7 Conceptual Design Drawings as indicated in Exhibit "A".

ARTICLE 202: SCHEMATIC DESIGN AND MASTER PLANNING PHASE

202.1 Not Applicable.

ARTICLE 203: DESIGN DEVELOPMENT PHASE

203.1 Not Applicable

ARTICLE 204: CONSTRUCTION DOCUMENT PHASE

204.1 Not Applicable

ARTICLE 205: BIDDING PHASE

205.1 Not Applicable

ARTICLE 206: CONSTRUCTION ADMINISTRATION PHASE

206.1 Not Applicable

ARTICLE 207: POST CONSTRUCTION PHASE

207.1 Not Applicable

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

300.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Contract signed by the parties. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Scope of Service set forth in this Contract and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

ARTICLE 301: PHASE SCHEDULE

301.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Conceptual Design	70	Includes 2 week City review period.
Schematic Design		Not Applicable
Design Development		Not Applicable
Construction Documents		Not Applicable
Bidding		Not Applicable
Construction		Not Applicable
Post Construction		Not Applicable
TOTAL	**70**	

301.2 The City review periods shown in the table may occur over several periods during each phase or may occur at the conclusion of each phase. Unused review days may be carried forward for use in successive phases of the Project.

301.3 The Calendar Days to Complete for the Construction Documents phase shown in the table begins upon authorization to proceed for this phase and completes upon application acceptance of the submission to the Building Department and Land Development section of the Building Department for the building permit plan review process. The scope of services for the Construction Documents phase continues beyond the date of submission and includes the drawing and specification review activities, and completes when the documents incorporate the required revisions and comments received from all agencies required for approval of the design, and the bidding package is complete, ready for printing and distribution.

ARTICLE 302: DESIGN AND PERMITTING SCHEDULE DELAYS

302.1 This Article is not applicable.

ARTICLE 303: CONSTRUCTION SCHEDULE CHANGES

303.1 This Article is not applicable.:

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed **$196,060**. Increases to total compensation may only be authorized by written amendment or change order to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED ON THE COMPLETION OF PHASES

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

PHASE	PERCENT of TOTAL	FIXED FEE	REMARKS
Programming and Conceptual Design	%	$146,060	
Schematic Design	%	$0.00	Not Applicable
Design Development	%	$0.00	Not Applicable
Construction Documents	%	$0.00	Not Applicable
Bidding	%	$0.00	Not Applicable
Construction	%	$0.00	Not Applicable
Post Construction	%	$0.00	Not Applicable
	TOTAL	**$146,060**	

401.2 ALTERNATE PAYMENT METHOD FOR BASIC SERVICES.
At the City's discretion, the City may revise the payment for Basic Services for all or part of any phase from the method of payment based on completion of phases to instead a method based upon the Consultant's hourly rates. As part of this change to an hourly rate, the City may add, delete, or modify the services to be performed. The City shall provide written notice to the Consultant prior to revising the payment method to hourly rates. Services for partially completed phases performed prior to the written notice shall be compensated based upon the percentage of completion of the phase.

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).

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		
TOTAL NOT-TO-EXCEED COST	$50,000.00	

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

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

CLASSIFICATION	RATE	UNIT
Associate	$205	Per Hour
Supervising Engineer	$190	Per Hour
Architect / Engineer	$165	Per Hour
Specification Writer	$170	Per Hour
Technician / CADD Operator	$100	Per Hour
Clerical	$65	Per Hour

ARTICLE 501: SUB-CONSULTANT HOURLY RATES

501.1 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.

SUBCONSULTANT #1 EV&A Architects	RATE	UNIT
Project Architect / Manager	$190	Per Hour
Architect / Engineer	$165	Per Hour
Designer	$125	Per Hour
Specification Writer	$170	Per Hour
Technician / CADD Operator	$100	Per Hour
Clerical	$75	Per Hour

SUBCONSULTANT #2 JW Zunino Landscape Architects	RATE	UNIT
Project Architect / Manager	$190	Per Hour
Architect / Engineer	$165	Per Hour
Designer	$125	Per Hour
Specification Writer	$170	Per Hour
Technician / CADD Operator	$100	Per Hour
Clerical	$75	Per Hour

SUBCONSULTANT #3 (Not Applicable)	RATE	UNIT
Project Architect / Manager	$0	Per Hour
Architect / Engineer	$0	Per Hour
Designer	$0	Per Hour
Specification Writer	$0	Per Hour
Technician / CADD Operator	$0	Per Hour
Clerical	$0	Per Hour

ARTICLE 502: ADDITIONAL SERVICES RATES

502.1 The cost of the following potential future Additional Services have been negotiated as of the date of this Contract.

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
None authorized or anticipated as of the date of this Contract.			$0
			$0
			$0

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

502.3 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.

502.4 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 503: REIMBURSABLE EXPENSES

503.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
Prints of colored exhibits and black and white plans

503.2 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.

503.3 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.

503.4 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.

503.5 Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, Sub-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. Expenses incurred prior to written authorization shall not be considered for reimbursement.

503.6 Should travel and per diem expenses be so authorized by the City:

503.6.1 Expenses shall be based on actual costs submitted for reimbursement with valid original receipts. If a receipt is not normally provided for the expense, a certification signed by the traveler shall be submitted. Submitted receipts for travel and per diem reimbursement shall name each traveler covered.

503.6.2 Rates for lodging and individual meals shall not exceed the published U.S. General Services Administration rates at Clark County, Nevada, including the 75% limitation on the day of departure and return.

503.6.3 Passenger vehicle mileage shall be reimbursed at the rate stipulated by the Internal Revenue Service.

503.6.4 Examples of expenses that will not be reimbursed include alcoholic beverages, entertainment, laundry, dry cleaning and pressing, parking fines, gratuities and tips excepting for taxicab and meals a 15% tip if shown on the receipt, costs related to making reservations or other accommodations for travel, phone calls, computer or Internet access costs, car rentals larger than mid-size and car rental insurance, air travel other than the lowest coach fair available and travel insurance, premature departure and extended stays for personal reasons, and indirect route for personal preference.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Michael Vlaovich

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Jeremy Leavitt

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: Eric G. Giles

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Brian Schmidt

601.1.3 PROJECT ARCHITECT: EV&A Architects

601.1.4 LEED PROJECT ADMINISTRATOR (Accredited by USGBC): Not Applicable

601.1.5 RESPONSIBLE IN CHARGE PERSON
Eric G. Giles, S.E.

601.1.6 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
Nevada Structural License No. 14570

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

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

602.1.1 CIVIL ENGINEER: G.C. Wallace, Inc.

602.1.2 STRUCTURAL ENGINEER: G.C. Wallace, Inc.

602.1.3 MECHANICAL ENGINEER: Not Applicable

602.1.4 ELECTRICAL ENGINEER: Not Applicable

602.1.5 LANDSCAPE DESIGN: J.W. Zunino Landscape Architecture

602.1.6 INDEPENDENT COST ESTIMATOR: Not Applicable – G.C. Wallace, Inc. will provide cost estimate

602.1.7 INTERIOR DESIGN: Not Applicable

602.1.8 SKATEPARK DESIGN: Not Applicable

602.1.9 AQUATIC DESIGN: Not Applicable

602.1.10 GEOTECHNICAL ENGINEER: By City of Las Vegas

602.1.11 LAND SURVEYOR: G.C. Wallace, Inc.

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

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: G. C. Wallace, Inc.	**Services for:** Symphony Park Ped Bridge North
Address: 1555 S. Rainbow Blvd. LV NV 89146	
Telephone: 702-804-2000	**Project Number:** 150125-TF
EIN or DUNS : 88-0116703	

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.	James A. Duddlesten, CEO	1555 S. Rainbow Blvd, Las Vegas, NV 89146	702-804-2000
2.	James R. VanWoerkom, CFO	1555 S. Rainbow Blvd, Las Vegas, NV 89146	702-804-2000
3.	Scott R. Plummer, EVP	1555 S. Rainbow Blvd, Las Vegas, NV 89146	702-804-2000
4.	Brian L. Schmidt, EVP	1555 S. Rainbow Blvd, Las Vegas, NV 89146	702-804-2000
5.	Timothy A. McCoy, EVP	1555 S. Rainbow Blvd, Las Vegas, NV 89146	702-804-2000
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.

James A. VanWoerkom, CFO

1/29/15
Date

Subscribed and sworn to before me this 29th day of JANUARY, 2015

Notary Public

VICTORIA L. ROBERTS
Notary Public State of Nevada
No. 00-63116-1
My appt. exp. June 6, 2016

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
For possible action to approve award of Contract No. 150124-TF, Prime Design Services Contract for East Charleston Boulevard Corridor Study located on East Charleston Boulevard from Fremont Street to Maryland Parkway - Department of Public Works - Award recommended to: GC WALLACE, INC. ($110,000 - Road and Flood Capital Projects Fund) - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $110,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project includes the preparation of a corridor study evaluating pedestrian crossings, safety enhancements and traffic analysis. Award of this contract is recommended by the City of Las Vegas consultant selection committee based upon the 2014 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Funding for this project is provided by Fuel Revenue Index. GC Wallace, Inc. is located in Las Vegas, Nevada.

PCC: T. Fernandez
POC: John Tobin - (702) 804-2000

RECOMMENDATION:
That City Council approve award of Contract No. 150124-TF, Prime Design Services Contract for East Charleston Boulevard Corridor Study to GC Wallace, Inc. in the amount of $110,000. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Certificate - Disclosure of Ownership/Principals
2. Contract No. 150124-TF

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	G. C. Wallace, Inc.
Address	1555 S. Rainbow Blvd. Las Vegas, NV 89146
Telephone	(702) 804-2000
EIN or DUNS	88-0116703

Block 2 **Description**
East Charleston Corridor Study
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.	James A. Duddlesten President & CEO	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
2.	James R. VanWoerkom Chief Financial Officer	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
3.	Scott R. Plummer Executive Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
4.	Brian L. Schmidt Executive Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
5.	Timothy A. McCoy Executive Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
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.

James A. VanWoerkom, CFO

1/23/15
Date

Subscribed and sworn to before me this 23rd day of January, 2015.

Notary Public

VICTORIA L. ROBERTS
Notary Public State of Nevada
No. 00-63116-1
My appt. exp. June 6, 2016

PRIME DESIGN SERVICES CONTRACT
FOR
EAST CHARLESTON BOULEVARD CORRIDOR STUDY

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 **G. C. WALLACE, INC.**, (the "Consultant"), a **Corporation organized and existing under the laws of the State of Nevada**, whose address is **1555 S. Rainbow Boulevard, Las Vegas, NV 89146**.

W I T N E S S E T H:

WHEREAS, the City intends to construct the **EAST CHARLESTON BOULEVARD CORRIDOR STUDY** (herein the "Project"); and

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

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and 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.

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.

1.08 ***Responsibility for Construction Document Revisions.***

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

B. ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the estimate prepared by the Consultant. If the bids or proposed price received by the City exceeds the Consultant's estimate, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost and to change the construction documents. If the changes requested by the City cause an increase in the cost or time required to perform any of the services required under this Agreement, the Consultant may submit a request for an Adjustment in Compensation pursuant to Section 3.02.

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, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

2.03 ***Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this 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 CONTRACT

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 CONTRACT

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

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

(iii) continue with performance by the Consultant and serve within a reasonable time after completion of the Agreement a 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 Agreement shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the 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 Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 ***Severability.*** In the event that any provisions of this 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 Jones, Manager, Purchasing & Contracts

ATTEST

_____
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM

John S. Ridilla 1/27/15
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By_____
Tim McCoy, P.E., P.T.O.E., G. C. Wallace, 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 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

The project consists of preparation of a Corridor Study for East Charleston Boulevard from Maryland Parkway to Fremont Street evaluating the following cross section alternatives:

- Center running transit lane with two eastbound through lanes, two westbound through lanes and parking lane.
- Two eastbound through lanes and two westbound through lanes with widened pedestrian walkways and parking lanes.
- Two eastbound through lanes and two westbound through lanes with bike lanes, widened pedestrian walkways and parking lanes.

The Corridor Study will include of the following:

- Develop conceptual horizontal layout of alternatives.
- Estimate construction costs.
- Evaluate pedestrian crossings and other pedestrian safety enhancement
- Prepare perspective and cross section rendering of alternatives.
- Traffic analysis of major intersections based on current traffic demand data provided by the City.

100.2 Construction Cost Budget

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

100.2.2 Construction Cost Budget: To Be Determined

100.3 Project Contact Information

100.3.1 The City Engineer or their authorized representative is hereby designated as the City's Representative with respect to this Contract. The City's 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. All inquiries concerning the project should be directed to the City Engineer or his authorized representative and the Consultant should not contact internal units of the City unless directed to do so. This policy is effective throughout the life of the project.

100.3.2 The Consultant's Representative is hereby designated as the Consultant's Project Manager listed in Exhibit "F", who shall be responsible for the services required under this Contract. All of the services specified by this Contract shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Contract for default.

100.4 Plan Control and Standards

100.4.1 All plans, designs, specifications and estimates shall conform to the City standard practices, which are based on the latest edition of the following documents:

100.4.1.1 Policy on Geometric Design of Highways and Streets (AASHTO)

100.4.1.2 Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada

100.4.1.3 Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II

100.4.1.4 Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction
100.4.1.5 Manual on Uniform Traffic Control Devices
100.4.1.6 Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
100.4.1.7 Las Vegas Valley Flood Control Master Plan Update (MPU), current edition
100.4.1.8 Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005
100.4.1.9 Las Vegas Valley Water District (LVVWD) Rules and Regulations
100.4.1.10 Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
100.4.1.11 Design and Construction Standards for Wastewater Collection Systems, Southern Nevada
100.4.1.12 Freeway and Arterial System of Transportation (FAST) standards

100.4.2 The design criteria for the following agencies will also be adhered to: City of Las Vegas Sanitary Sewer Planning, Traffic Engineering, and Flood Control; Clark County Regional Flood Control District ("CCRFCD"); Nevada Department of Transportation ("NDOT"); Las Vegas Valley Water District ("LVVWD"); and local utility providers.

100.5 Changes to Scope of Services

100.5.1 If increased scope or workload is encountered, the Consultant is to notify the City in writing and receive written confirmation to proceed prior to the performance of any work related to the increased scope or workload.

100.5.2 The City Engineer or their authorized representative may at any time, only by written order, make changes which may result in an increase or decrease in the services to be performed by the Consultant. If the changes requested by the City cause an increase or decrease in the cost or time required to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the time of performance under Section Eight, or both, and this Contract shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. Failure to assert such claim within the time limit provided herein shall constitute a waiver of any right to seek any equitable adjustment in compensation with respect to that change.

100.6 Responsibilities of the Consultant

100.6.1 The Consultant shall provide a set of Plans for the project described in Section 100.1.1, that are whole and complete, technically accurate, meeting the City's reasonable needs and expectations. All design, re-design, coordination, permitting, quality control review, meeting attendance, travel, reproduction, computer use or similar items that could reasonably be anticipated which are not limited or excluded elsewhere in this Contract or listed specially in additional services, shall be provided by the Consultant for the basic services fee agreed to herein whether they are specifically listed in this scope of services or not.

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

100.6.3 The Consultant and his sub-consultants at all tiers agree to maintain copies of the latest version of each drawing, calculation, map, survey, report, and other project document prepared under this Contract, 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 Contract has been made.

100.6.4 Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than two suitable brand names/model numbers are commercially available state "or approved equal" and provide required documentation per NRS requirements to support single source selection.

100.6.5 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all design review comments, and coordination within and between design disciplines. Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.

100.6.6 The Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings or other related documents prepared by the Consultant.

100.6.7 The Consultant shall insure that the new design work contains no asbestos containing building materials of any kind.

100.6.8 The Consultant shall be responsible for all coordination with its subconsultants. Each submittal to the City shall be organized by discipline and shall be thoroughly crosschecked to avoid conflicts between Consultant and subconsultant documents. Vague references to project requirements on other discipline's plans shall not be permitted. Where references to others' plans are necessary for direction, reference notes shall specifically state the drawing number, as appropriate. It shall be the Consultant's responsibility to advise each subconsultant of this requirement.

100.6.9 The professional services to be rendered by the Consultant under this Contract shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances, and any other applicable Federal, state and local acts, rules, laws or regulations.

100.6.10 All work, including but not limited to drawings, and calculations, shall be provided by the Consultant for each and every part of the Project. When complying with NRS 338.140 by listing multiple manufacturers in the specifications, the Consultant shall review options with the City and select the most available, standard, or economical manufacturer's model to fully engineer and include in the bid documents. Should the contractor propose one of the other manufacturers listed in the specifications after award, the cost of the other listed manufacturer's effect on the documents and the construction shall be borne by the contractor, except that the Consultant shall have the duty to cooperate with the contractor in reviewing the proposal for design compliance (including the contractor provided structural calculations) and providing revisions to the Consultant's documents as required to accommodate the proposed change. Such revisions to the Consultant's documents may be an Additional Service, which shall be approved in writing by the City prior to the Consultant making any revisions and charged to the contractor by change order.

100.6.11 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 in accordance with the terms of this Contract and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Contract.

100.6.12 Plan and Special Provision Production and Submission

100.6.12.1 All Drawings shall be prepared using Autodesk's AutoCAD Civil 3D version 2013 or 2014 in accordance with current city of Las Vegas CAD standards.

100.6.12.2 All drawing submittals, except the final submittal, submitted by the Consultant will be printed on white bond paper. **Plans that do not meet these requirements will not be accepted. Submittals shall be accompanied by all associated electronic files.**

100.6.12.3 For each design submittal, the Consultant will submit electronic files of the AutoCAD files, including drawings and data files, and an Adobe Portable Document Format (PDF) file, 11"x17" print size, for each plan sheet submitted. For the 30% Submittal, Adobe PDF files will only be required for the Design Report and will not be required for the roll plot submittal. **If electronic files are not submitted with the hard copy design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected, all costs for the resubmittal shall be borne by the Consultant.**

100.6.12.4 Prior to any electronic submittal, the Consultant shall, using commercially available software with current virus definitions, certify that electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. Should the City choose to check incoming electronic submittals for such afflictions, utilizing commercially available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and re-submittal and shall not be released from submittal requirements.

100.6.13 Cost Estimates

100.6.13.1 The Consultant shall prepare and provide a detailed Construction Cost Estimate with each submittal. The cost estimate shall be prepared in CSI UniFormat II style or as otherwise directed by the City using the software program Microsoft Excel 2000 or newer release. The Consultant will provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market

conditions and costs. The Consultant will reconcile each successive estimate to the one provided at the preceding submittal. The Consultant shall incorporate appropriate contingencies based on the completed level of design. **If the cost estimate is not included in the design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the resubmittal shall be borne by the Consultant.**

100.6.14 The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described in the following sections:

Upon written agreement with both parties an intermediate design submittal may be changed in definition of percentage complete without change to the basic service fee amounts (for example changing the 70% submittal to a 50% submittal). The written agreement would detail any resulting change in billing schedule. Should an additional submittal be requested by the City (for example adding a 50% submittal in addition to a 30% and a 90% submittal) this work would be paid for in accordance with Section 3.01, 3.02 and 7.02 of this Contract.

100.6.14.1 Article 101 – Preliminary and General Items

100.6.14.2 Article 102 – Preliminary Corridor Study

100.6.14.3 Article 103 – Final Corridor Study

100.7 Responsibilities of the City

100.7.1 The City shall be responsible for the following:

100.7.1.1 Shall furnish a copy to, or make available for examination or use by, without a fee, the Consultant, any documents and data which the City has available including, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, 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.

100.7.1.2 Access arrangements for the Consultant to enter upon City owned property as required to perform their services.

100.7.2 The City's Review Process

100.7.2.1 Upon receipt of any documents or electronic files furnished by the Consultant, the City Representative shall conduct a preliminary review of such documents and determine whether the documents comply with the scope of the Project. After the preliminary review, if the City Representative determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are professionally complete and appropriate for each service phase submitted. The decision by the City Representative in this matter shall be final.

100.7.2.2 If the City Representative determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents or files remain insufficient, inadequate, or incomplete, the City may: (i) declare the Consultant in default, or (ii) demand a letter of explanation from the Consultant as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the Consultant, at Consultant's own expense, shall furnish additional sets of all documents that are sufficient, adequate and complete in the discretion of the City Representative for review by the City. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

100.7.2.3 The City's review period in the Project Schedule shall not begin until the City Representative determines that the documents or files presented by Consultant fully comply with the requirements. After the City Representative determines that the documents or files comply with such requirements, the City shall begin a review of the documents.

100.7.2.4 After the City reviews the documents, one or several set(s) of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the documents, and return the correction set(s) with the corrected documents, together with written responses to the City's correction(s), comments(s), and change(s), which state the action taken and reason for such action for each item presented by the City.

ARTICLE 101: PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

101.1.1 Project management will include work necessary for communication and completion of the project tasks on time and within budget. The Consultant's Project Manager or their primary duties will not be reassigned without the written consent of the City's Project Manager. The Consultant's staff will have the training and expertise necessary for the work tasks to which they are assigned.

101.1.2 The Consultant will provide invoices in the standard format provided by the City's Representative. Invoices will be accompanied by a cover letter explaining the general status of the project, including at a minimum the work completed to date, the anticipated remaining efforts and required schedule changes; progress report form; supporting data for direct expenses (when specified expenses are allowed per Exhibit D, herein); and an updated project status report reflecting Scope of Work activities identified by the City Representative.

101.1.3 On a weekly basis, or a time frame approved by the City's Representative, the Consultant's Project Manager will update the City Representative with regards to the status of the project schedule, budget and general status/progress. This task is in addition to Design Progress Meetings and may be performed in a phone, email or mailed correspondence as approved by the City Representative.

101.2 Kick-Off Meeting and Design Progress Meetings

101.2.1 Consultant shall prepare an agenda and schedule and attend a kick-off meeting with the City and other agencies as required within ten calendar days of the issuance of the Notice to Proceed. This meeting will be held to review the scope of work, discuss data and information provided by the City, review the project schedule (prepared by the Consultant using Microsoft Project or software approved by the City's Representative), introduce key personnel, establish lines of communications and clarify the City's and other government agency requirements for the Project, and identify any missing data and information necessary to proceed with the Project. Within five business days following the kick-off meeting, the Consultant will prepare and distribute draft meeting minutes to the City's Project Manager and meeting attendees (an e-mail to the City's Representative of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative.

101.2.2 Deliverables: Project Kick-Off Meeting Agenda and copies for distribution at Kick-Off Meeting; Project Kick-Off Meeting Minutes.

101.2.3 Consultant shall attend approximately five (5) progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

101.2.4 Deliverables: Design Progress Meeting Agenda and copies for distribution at Design Progress Meetings; Design Progress Meeting Minutes.

101.3 Utility and Agency Coordination

101.3.1 Consultant shall coordinate with all utilities and agencies having facilities within the limits of or adjacent to the Project. The Consultant will contact the utility companies and other governmental agencies early in the project to obtain information relating to the location, size and type of facilities owned by that Utility. The Consultant shall identify potential major utility conflicts. Utility companies and agencies to be contacted by the Consultant shall include, but are not limited to, the following:

101.3.1.1 Clark County Regional Flood Control District ("CCRFCD")

101.3.1.2 City of Las Vegas departments, including but not limited to, Flood Control, Parks, Collection System Planning, Traffic Engineering, Field Operations, and Land Development

101.3.1.3 Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")

101.3.1.4 Freeway and Arterial System of Transportation ("FAST")

101.3.1.5 Utility providers, including but not limited to, NV Energy, Century Link, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable

101.3.1.6 Nevada Department of Transportation ("NDOT") and

101.3.1.7 Other local and state agencies as required.

101.3.2 The Consultant shall coordinate with the City of Las Vegas' Land Development Services Section for current projects, encroachment agreements, covenants running with the land and any other mapping that may have an impact on the project.

101.3.3 City Engineer's Office and the City Traffic Engineering Division are NOT REGULATORY AUTHORITIES. The Consultant does hereby acknowledge, understand and agree that the City Engineer's Office, and City Traffic Engineering Division, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, and Planning Department of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the City Engineer's Office and the City Traffic Engineering Division do not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the City Engineer's Office or the City Traffic Engineering 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.

101.3.4 Deliverables: Base Plans to be sent to the Utility Companies at beginning of project.

ARTICLE 102: PRELIMINARY CORRIDOR STUDY

102.1 Conceptual Horizontal Layout

102.1.1 Conceptual Plans

102.1.1.1 The conceptual plans are to be prepared for the three cross section alternatives listed in Section 100.1.1. The plan sheets shall consist of a GIS aerial background. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan sheets shall be at 1" = 40' scale (or other scale as directed or approved by the Engineer) with stationing from left to right. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale. The plan sheets shall include the following:

102.1.1.2 Typical Cross Sections
102.1.1.3 Horizontal Roadway Alignment including curb & gutter, sidewalk and medians
102.1.1.4 Striping including proposed on-site parking
102.1.1.5 Existing and Proposed Transit Stops
102.1.1.6 Proposed RFCD drainage facility
102.1.1.7 Major utility lines

102.2 Traffic Study

102.2.1 Consultant shall conduct capacity and level-of-service analyses of existing and proposed conditions at the locations listed below using the traffic volumes collected by Consultant:

- Major signalized intersections consisting of Maryland Parkway and Eastern Avenue.

Consultant shall collect AM and PM peak hour turning movement counts at the intersections of Charleston/28th Street, Charleston/Bruce, Charleston/Eastern, Charleston/Fremont, and Charleston/Maryland.

102.2.2 Deliverables: Drafts of this study will be included in the Preliminary Design Report.

102.3 Construction Cost Estimate

102.3.1 Consultant shall estimate probable construction costs broken out for the major improvement items.

102.4 Renderings

102.4.1 Consultant shall prepare renderings consisting of perspective view and cross section for up to three (3) alternative conceptual layouts.

102.5 Draft Corridor Report

102.5.1.1 The results and summaries of items identified in the preceding work above are to be included in a Draft Corridor Report. The Report will include pertinent aspects of the project explored to date, including all design criteria and assumptions used to develop the design and alternatives. The Report will include, but is not limited to, the following:

102.5.1.1.1 Cover page
102.5.1.1.2 Table of Contents
102.5.1.1.3 Executive Summary
102.5.1.1.4 Design controls and assumptions
102.5.1.1.5 Existing conditions including street network and existing right-of-way information.
102.5.1.1.6 Potential utility conflicts summary
102.5.1.1.7 Traffic Study
102.5.1.1.8 Documentation of Alternative Comparison Analysis
102.5.1.1.9 Construction Cost Estimate and
102.5.1.1.10 Conceptual Plans
102.5.1.1.11 Renderings

102.5.2 Deliverables: Submit five (5) copies of the Draft Corridor Report to the City and one (1) CD containing an electronic .pdf copy; Submit one (1) copy of the Draft Corridor Report to both RTC and NDOT.

102.6 **Walk Through**. After submittal of the Draft Corridor Study, the Consultant will schedule a project walk through with the City Representative and other relevant parties, including other public agencies and utility providers. The intent of the walk through is to identify field conflicts in order to minimize potential significant changes to the design after the 60% Submittal.

102.6.1 Deliverables: The Consultant shall submit a walk though Memorandum to the City's Representative to document field observations.

ARTICLE 103: FINAL CORRIDOR STUDY

103.1 Final Corridor Report

103.1.1 The Final Design Report shall include all information included in the Draft Report and associated revisions made as applicable. The revisions shall include but not limited to incorporation of all comments and documentation of design decisions received during review of the Draft Report.

103.1.1.1 Deliverables: Submit five (5) copies of the Final Corridor Report to the City and one (1) CD containing electronic .pdf copy, Submit one (1) copy of the Final Corridor Report to both RTC and NDOT.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 When requested by the City electronic files shall accompany hard copies for all submittals referenced in this paragraph and unless otherwise directed by the City. All cost estimates shall be provided in Microsoft Excel format, all schedules in Microsoft Project format, all Special Provisions in Microsoft Word format, all Bid Schedules in Microsoft Excel format and all spreadsheets associated with additional service requests in Microsoft Excel format. Pdf submittals will not be accepted unless specifically requested by the City.

200.2 Certificates of Insurance

The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized designated representative, a certificate of insurance with respect to each required policy to be provided by the Consultant under this 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.

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

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

300.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Contract signed by the parties. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Scope of Service set forth in this Contract and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

300.2 *Performance Schedule.* The parties hereto have agreed to a general performance schedule (the "Performance Schedule") which is set forth herein. Subsequent to the execution of this Contract, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule").

300.3 *Revised Performance Schedule.* If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

ARTICLE 301: PERFORMANCE SCHEDULE

301.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
DRAFT CORRIDOR STUDY	120	Assume 4 week CLV review
FINAL CORRIDOR STUDY	60	
TOTAL CALENDAR DAYS TO COMPLETE	**180**	

ARTICLE 302: DESIGN AND PERMITTING SCHEDULE DELAYS

302.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.

302.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be held accountable for any impacts to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.

ARTICLE 303: CONSTRUCTION

303.1 No adjustments shall be made to the Post Construction Phase fee due to extended schedules.

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed **$110,000.00**. Increases to total compensation may only be authorized by written amendment or change order to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

401.1 The City agrees to pay the fixed fee attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$100,000.00	

401.1 The following table(s) show the breakdown of the Total Not to Exceed Cost for Basic Services by Task.

401.2 The table(s) show the fixed cost for each task along with the estimated hours to be expended by various Consultant personnel over the course of the Project for each of the various tasks, and/or the dollar value of the estimated hours. Although this table represents the basis for how the Total Not to Exceed Cost for Basic Services was established, the personnel, hours, and dollar value of the hours shown are not a part of this Contract and are not to be used as the basis for payment. The fee for each task is a fixed fee regardless of the number of man-hours expended to complete each task or the personnel used to perform the work.

401.3 The scope of work for each of the tasks may be adjusted by the City Representative over the course of the Project, including establishing new tasks or the deletion of listed tasks. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Contract to the extent they are applicable.

401.4 The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services 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.

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN (GCW)

TASK	DESCRIPTION	Associate	PM	Eng-LS	EI/Designer	CAD Tech	Survey Crew	Project Assistant	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$195	$160	$145	$105	$90	$160	$85			
101	PRELIMINARY AND GENERAL ITEMS										
101.1	Project Management	8	8	0	0	0	0	0	16	$ -	$ 2,840.00
101.2	Kick-Off Meeting and Design Progress Meetings	12	18	0	0	12	0	0	42	$ -	$ 6,300.00
101.3	Utility and Agency Coordination	1	4		8	16	0	8	37	$ -	$ 3,795.00
101	Subtotal Hours	21	30	0	8	28	0	8	95		
101	Subtotal Fee	$ 4,095.00	$ 4,800.00	$ -	$ 840.00	$ 2,520.00	$ -	$680.00		$ -	$ 12,935.00
102	PRELIMINARY CORRIDOR STUDY										
102.1	Conceptual Horizontal Layout	24	60	0	100	124	0	0	308	$ -	$ 35,940.00
102.2	Traffic Study	12	16	40	0	8	0	0	76	$ 1,000.00	$ 12,420.00
102.3	Construction Cost Estimate	4	8	0	24	0	0	0	36	$ -	$ 4,580.00
102.4	Rendering	2	8	0	8	0	0	0	18	$ 8,715.00	$ 11,225.00
102.5	Draft Corridor Report	12	40	0	40	24	0	0	116	$ -	$ 15,100.00
102.6	Walk Through	2	3	0	2	0	0	0	7	$ -	$ 1,080.00
102	Subtotal Hours	56	135	40	174	156	0	0	561		
102	Subtotal Fee	$10,920.00	$21,600.00	$5,800.00	$18,270.00	$14,040.00	$ -	$ -		$ 9,715.00	$ 80,345.00
103	FINAL CORRIDOR STUDY										
103.1	Final Corridor Study	8	12	0	24	8	0	0	52	$ -	$ 6,720.00
103	Subtotal Hours	8	12	0	24	8	0	0	52		
103	Subtotal Fee	$ 1,560.00	$ 1,920.00	$ -	$ 2,520.00	$ 720.00	$ -	$ -		$ -	$ 6,720.00
	Total Basic Services Hours	85	177	40	206	192	0	8	708		
	Total Basic Services Fee	$16,575.00	$28,320.00	$5,800.00	$21,630.00	$17,280.00	$ -	$680.00		$ 9,715.00	$ 100,000.00

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).

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	$10,000	See list below.

402.5.1 Additional Services may include, but are not limited to, the following:
402.5.2 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.
402.5.3 **Topographic Survey** – As required by the City, Consultant shall obtain field measurements as requested by the client.
402.5.4 **Presentations** – As required by the City, Consultant shall make presentations to council and/or board meetings.
402.5.5 **Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.
402.5.6 **Title Reports** – As required by the City, Consultant shall obtain Title Reports.
402.5.7 **Utility Potholing** – As required by the City, Consultant shall provide utility potholing, prepare pothole location map and obtain information for subsurface utilities.
402.5.8 **Additional Renderings** – As required by the City, Consultant shall prepare additional renderings required for the Project.

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

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

CLASSIFICATION	RATE	UNIT
Principal	$210	Per Hour
Associate	$195	Per Hour
Supervising Engineer	$180	Per Hour
Project Manager	$160	Per Hour
Engineer/Land Surveyor	$145	Per Hour
Senior Designer	$125	Per Hour
Designer	$115	Per Hour
Specification Manager	$160	Per Hour
Intern	$105	Per Hour
CAD Technician	$90	Per Hour
Project Assistant	$85	Per Hour
Survey Field Crew	$160	Per Hour

ARTICLE 501: SUB-CONSULTANT HOURLY RATES

501.1 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.

Civil FX, LLC - CLASSIFICATION	RATE	UNIT
3D Visualization Specialist	$125	Per Hour

ARTICLE 502: ADDITIONAL SERVICES RATES

502.1 The cost of the following potential future Additional Services have been negotiated as of the date of this Contract.

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
Reference the following Exhibit E-1: Additional Services Fee Breakdown.			$0

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

502.3 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.

502.4 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.

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Associate	PM	Eng-LS	EI/Designer	CAD Tech	Survey Crew	Project Assistant	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		$195	$160	$145	$115	$90	$160	$85			
	ADDITIONAL SERVICES										
	Additional Services	8	18		24	24		4	78	$300.00	$10,000.00
	Total Additional Services - Hours	8	18	0	24	24	0	4	78		
	Total Additional Services - Fee	$1,560.00	$2,880.00	$0.00	$2,760.00	$2,160.00	$0.00	$340.00		$300.00	$10,000.00

ARTICLE 503: REIMBURSABLE EXPENSES

503.1 The following Reimbursable Expenses are allowed:

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

503.2 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.

503.3 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.

503.4 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

503.5 Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, Sub-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 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Joanna Wadsworth

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Mike Janssen, P.E.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: John Tobin, P.E., P.T.O.E.

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Scott Plummer, P.E.

601.1.3 PROJECT MANAGER: John Tobin, P.E., P.T.O.E.

601.1.4 **RESPONSIBLE IN CHARGE PERSON**
List name of individual Engineer as licensed: John Tobin, P.E., P.T.O.E.

601.1.5 **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**
List Engineer license number: 8150

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

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

602.1.1 AERIAL MAPPING: N/A

602.1.2 ENVIRONMENTAL: N/A

602.1.3 CIVIL ENGINEER: N/A

602.1.4 STRUCTURAL ENGINEER: N/A

602.1.5 MECHANICAL ENGINEER: N/A

602.1.6 ELECTRICAL ENGINEER: N/A

602.1.7 LANDSCAPE DESIGN: N/A

602.1.8 GEOTECHNICAL ENGINEER: N/A

602.1.9 LAND SURVEYOR: N/A

602.1.10 POTHOLING: N/A

602.1.11 RENDERING/VISUAL: Civil FX, LLC

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	G. C. Wallace, Inc.
Address	1555 S. Rainbow Blvd. Las Vegas, NV 89146
Telephone	(702) 804-2000
EIN or DUNS	88-0116703

Block 2 **Description**
East Charleston Corridor Study
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.	James A. Duddlesten President & CEO	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
2.	James R. VanWoerkom Chief Financial Officer	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
3.	Scott R. Plummer Executive Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
4.	Brian L. Schmidt Executive Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
5.	Timothy A. McCoy Executive Vice President	1555 South Rainbow Blvd. Las Vegas, NV 89146	(702) 804-2000
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.

James A. VanWoerkom, CFO

1/23/15
Date

Subscribed and sworn to before me this 23rd day of January, 2015.

Notary Public

VICTORIA L. ROBERTS
Notary Public State of Nevada
No. 00-63116-1
My appt. exp. June 6, 2016

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:

For possible action to approve award of Contract No. 150123-TF, Prime Design Services Contract for Charleston Boulevard Corridor Study, Grand Central Parkway to Maryland Parkway - Department of Public Works - Award recommended to: CA GROUP, INC. ($113,825 - Road and Flood Capital Projects Fund) - Wards 1 and 3 (Tarkanian and Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $113,825
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:

This project includes the analysis and reporting of three alternatives for potential transit, pedestrian and bicycle improvements. Award of this contract is recommended by the City of Las Vegas consultant selection committee based upon the 2014 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Funding for this project is provided by Fuel Revenue Index. CA Group, Inc. is located in Las Vegas, Nevada.

PCC: T. Fernandez
POC: James Caviola - (702) 685-5945

RECOMMENDATION:

That City Council approve award of Contract No. 150123-TF, Prime Design Services Contract for Charleston Boulevard Corridor Study, Grand Central Parkway to Maryland Parkway to CA Group, Inc. in the amount of $113,825. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Certificate - Disclosure of Ownership/Principals
2. Contract No. 150123-TF

EXHIBIT "G"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
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: C. A. Group, Inc.	**Services for:** Charleston Blvd Corridor Study
Address: 2785 S. Rainbow Blvd, Las Vegas, NV 89146	
Telephone: 702.685.5945	**Project Number:**
EIN or DUNS : 26-2278684	

Block 3: Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company **X** Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	James Caviola	2785 S. Rainbow Blvd, Las Vegas, Nevada 89146	702.685.5945
2.	Chad Anson	1135 Terminal Way, Suite 106, Reno Nevada 89502	775.283.8394
3.	VTN Nevada	2727 S. Rainbow Blvd, Las Vegas, Nevada 89146	702.873.7550
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

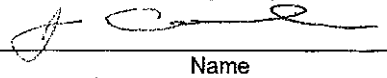
Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: ___

Date of Attached Document: ___ Number of Pages: ___

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



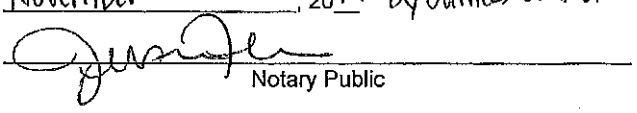
Name

11/12/14

Date

State of Nevada
County of Clark

Subscribed and sworn to before me this 12th day of November, 2014 by "James Caviola."



Notary Public

PRIME DESIGN SERVICES CONTRACT
FOR
CHARELSTON BLVD CORRIDOR STUDY: GRAND CENTRAL TO MARYLAND PARKWAY

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 **C. A. GROUP, INC.**, (the "Consultant"), a **Corporation organized and existing under the laws of the State of Nevada**, whose address is **2785 S. Rainbow Blvd, Las Vegas, NV, 89146**.

WITNESSETH:

WHEREAS, the City intends to construct the **CHARELSTON BLVD CORRIDOR STUDY: GRAND CENTRAL TO MARYLAND PARKWAY** (herein the "Project"); and

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

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and 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.

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.

1.08 ***Responsibility for Construction Document Revisions.***

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

B. ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the estimate prepared by the Consultant. If the bids or proposed price received by the City exceeds the Consultant's estimate, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost and to change the construction documents. If the changes requested by the City cause an increase in the cost or time required to perform any of the services required under this Agreement, the Consultant may submit a request for an Adjustment in Compensation pursuant to Section 3.02.

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, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

2.03 ***Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this 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 CONTRACT

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 CONTRACT

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

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

(iii) continue with performance by the Consultant and serve within a reasonable time after completion of the Agreement a 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 Agreement shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the 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 Agreement including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 ***Severability.*** In the event that any provisions of this 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 Jones, Manager, Purchasing & Contracts

ATTEST

_____
LuAnn D. Holmes, MMC, Acting City Clerk Date

APPROVED AS TO FORM

John S. Ridilla 1/29/15
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By_____
James Caviola, C. A. Group, 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 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

Analyze three typical section alternatives for Charleston Blvd between Grand Central Parkway and Maryland Parkway for potential transit, pedestrian and bicycle improvements.

100.2 Construction Cost Budget

100.2.1 N/A.

100.2.2 Construction Cost Budget: N/A

100.3 Project Contact Information

100.3.1 The City Engineer or their authorized representative is hereby designated as the City's Representative with respect to this Contract. The City's 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. All inquiries concerning the project should be directed to the City Engineer or his authorized representative and the Consultant should not contact internal units of the City unless directed to do so. This policy is effective throughout the life of the project.

100.3.2 The Consultant's Representative is hereby designated as the Consultant's Project Manager listed in Exhibit "F", who shall be responsible for the services required under this Contract. All of the services specified by this Contract shall be performed by the Consultant's Representative, or by the associates and employees identified in the Consultant's proposal provided that such associates and employees perform under the personal supervision of the Consultant's Representative. All employees identified in the Consultant's cost proposal shall be subject to approval by the City's Representative. Should the Consultant's Representative, or any associate or employee, be unable to complete his or her responsibility for any reason, the Consultant will replace the employee with a qualified person approved by the City. If the Consultant fails to make a required replacement within thirty (30) days, the City may terminate this Contract for default.

100.4 Plan Control and Standards

100.4.1 All plans, designs, specifications and estimates shall conform to the City standard practices, which are based on the latest edition of the following documents:

100.4.1.1 Policy on Geometric Design of Highways and Streets (AASHTO)
100.4.1.2 Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
100.4.1.3 Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II
100.4.1.4 Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction
100.4.1.5 Manual on Uniform Traffic Control Devices
100.4.1.6 Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
100.4.1.7 Las Vegas Valley Flood Control Master Plan Update (MPU), current edition
100.4.1.8 Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005
100.4.1.9 Las Vegas Valley Water District (LVVWD) Rules and Regulations
100.4.1.10 Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
100.4.1.11 Design and Construction Standards for Wastewater Collection Systems, Southern Nevada

100.4.1.12 Freeway and Arterial System of Transportation (FAST) standards

100.4.2 The design criteria for the following agencies will also be adhered to: City of Las Vegas Sanitary Sewer Planning, Traffic Engineering, and Flood Control; Clark County Regional Flood Control District ("CCRFCD"); Nevada Department of Transportation ("NDOT"); Las Vegas Valley Water District ("LVVWD"); and local utility providers.

100.5 Changes to Scope of Services

100.5.1 If increased scope or workload is encountered, the Consultant is to notify the City in writing and receive written confirmation to proceed prior to the performance of any work related to the increased scope or workload.

100.5.2 The City Engineer or their authorized representative may at any time, only by written order, make changes which may result in an increase or decrease in the services to be performed by the Consultant. If the changes requested by the City cause an increase or decrease in the cost or time required to perform any of the services required hereunder, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the time of performance under Section Eight, or both, and this Contract shall be modified in writing accordingly. Any claim for adjustment under this Section must be asserted in writing within thirty days from the date of receipt by the Consultant of written notification of the changes to the services to be provided by the Consultant unless the City grants in writing a further period of time. Failure to assert such claim within the time limit provided herein shall constitute a waiver of any right to seek any equitable adjustment in compensation with respect to that change.

100.6 Responsibilities of the Consultant

100.6.1 The Consultant shall provide a Final Corridor Study, for the project described in Section 100.1.1, that is whole and complete, technically accurate, meeting the City's reasonable needs and expectations. All design, re-design, coordination, quality control review, meeting attendance, travel, reproduction, computer use or similar items that could reasonably be anticipated which are not limited or excluded elsewhere in this contract or listed specially in additional services, shall be provided by the Consultant for the basic services fee agreed to herein whether they are specifically listed in this scope of services or not.

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

100.6.3 The Consultant and his sub-consultants at all tiers agree to maintain copies of the latest version of each drawing, specification section, calculation, map, survey, report, and other project document prepared under this Agreement, 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.

100.6.4 Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than two suitable brand names/model numbers are commercially available state "or approved equal" and provide required documentation per NRS requirements to support single source selection.

100.6.5 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all design review comments, and coordination within and between design disciplines. Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All costs associated with the re-submittal shall be borne by the Consultant.

100.6.6 The Consultant shall without additional compensation correct or revise any error or deficiencies in the plans, drawings, specifications or other related documents prepared by the Consultant.

100.6.7 The Consultant shall insure that the new design work contains no asbestos containing building materials of any kind.

100.6.8 The Consultant shall be responsible for all coordination with its subconsultants. Each submittal to the City shall be organized by discipline and shall be thoroughly crosschecked to avoid conflicts between Consultant and subconsultant documents. Vague references to project requirements on other discipline's plans shall not be permitted. Where references to others' plans are necessary for direction, reference notes shall specifically state the drawing number or specification section, as appropriate. It shall be the Consultant's responsibility to advise each subconsultant of this requirement.

100.6.9 The professional services to be rendered by the Consultant under this Contract shall be in conformance with applicable federal, state and local statutes, acts, rules, codes, ordinances, laws and regulations. These include but are not limited to the Americans with Disabilities Act (ADA) guidelines and requirements including conformance to any ADA provisions and guidelines that have been issued in "final form" regardless of their adoption by the Department of Justice, municipal ordinances, and any other applicable Federal, state and local acts, rules, laws or regulations.

100.6.10 Not Applicable

100.6.11 Not Applicable

100.6.12 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 in accordance with the terms of this Contract and applicable law for the damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Contract.

100.6.13 CMAR Coordination. If the Project utilizes the Construction Manager at Risk (CMAR) delivery method, the Consultant shall coordinate and cooperate as necessary for the CMAR to provide their scope of preconstruction services for the Project.

100.6.14 Photos. The requirement for the Consultant to obtain a City issued Film Permit to photograph the Project is waived for the Term of this Contract. Photographs of the Project taken by the Consultant after final Consultant payment will again require a City issued Film Permit. Reference 10.04, E. Confidentiality for the allowed uses of Consultant photographs.

100.6.15 Plan and Special Provision Production and Submission N/A

100.6.16 Cost Estimates

100.6.16.1 The Consultant shall prepare and provide a rough order of magnitude Cost Estimate with each submittal.

100.6.17 Construction Change Orders N/A

100.6.18 The Consultant shall be responsible for performing all work necessary to complete the following schedule of work, more fully described in the following sections:

100.6.18.1 Article 101 – Preliminary and General Items

100.6.18.2 Article 102 – Draft Corridor Study

100.6.18.3 Article 103 – Final Corridor Study

100.7 Responsibilities of the City

100.7.1 The City shall be responsible for the following:

100.7.1.1 Shall furnish a copy to, or make available for examination or use by, without a fee, the Consultant, any documents and data which the City has available including, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, 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.

100.7.1.2 Access arrangements for the Consultant to enter upon City owned property as required to perform their services.

100.7.1.3 Acquire any property, authorizations to enter property, easements, or other project rights required to construct the Project

100.7.1.4 Provide and conduct bidding activities, including printing and distribution of bid and construction documents, except as specifically required to be provided by the Consultant in this Scope of Work

100.7.2 The City's Review Process

100.7.2.1 Upon receipt of any documents or electronic files furnished by the Consultant, the City Representative shall conduct a preliminary review of such documents and determine whether the documents comply with the scope of the Project. After the preliminary review, if the City Representative determines that the documents are insufficient, inadequate, or incomplete, the City shall notify the Consultant and request documents which are professionally complete and appropriate for each service phase submitted. The decision by the City Representative in this matter shall be final.

100.7.2.2 If the City Representative determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents or files remain insufficient, inadequate, or incomplete, the City may: (i) declare the Consultant in default, or (ii) demand a letter of explanation from the Consultant as to the reason the furnished documents are insufficient, inadequate or incomplete. If the City elects the second option, the Consultant, at Consultant's own expense, shall furnish additional sets of all documents that are sufficient, adequate and complete in the discretion of the City Representative for review by the City. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

100.7.2.3 The City's review period in the Project Schedule shall not begin until the City Representative determines that the documents or files presented by Consultant fully comply with the requirements. After the City Representative determines that the documents or files comply with such requirements, the City shall begin a review of the documents.

100.7.2.4 After the City reviews the documents, one or several set(s) of the documents shall be returned to the Consultant with comments and corrections noted thereon. The Consultant shall make the changes necessitated by the corrections or other comments into the documents, and return the correction set(s) with the corrected documents, together with written responses to the City's correction(s), comments(s), and change(s), which state the action taken and reason for such action for each item presented by the City.

ARTICLE 101: PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

101.1.1 Project management will include work necessary for communication and completion of the project tasks on time and within budget. The Consultant's Project Manager or their primary duties will not be reassigned without the written consent of the City's Project Manager. The Consultant's staff will have the training and expertise necessary for the work tasks to which they are assigned.

101.1.2 The Consultant will provide invoices in the standard format provided by the City's Representative. Invoices will be accompanied by a cover letter explaining the general status of the project, including at a minimum the work completed to date, the anticipated remaining efforts and required schedule changes; progress report form; supporting data for direct expenses (when specified expenses are allowed per Exhibit D, herein); and an updated project status report reflecting Scope of Work activities identified by the City Representative.

101.1.3 On a weekly basis, or a time frame approved by the City's Representative, the Consultant's Project Manager will update the City Representative with regards to the status of the project schedule, budget and general status/progress. This task is in addition to Design Progress Meetings and may be performed in a phone, email or mailed correspondence as approved by the City Representative.

101.2 Kick-Off Meeting and Design Progress Meetings

101.2.1 Consultant shall prepare an agenda and schedule and attend a kick-off meeting with the City and other agencies as required within ten calendar days of the issuance of the Notice to Proceed. This meeting will be held to review the scope of work, discuss data and information provided by the City, review the project schedule (prepared by the Consultant using Microsoft Project or software approved by the City's Representative), introduce key personnel, establish lines of communications and clarify the City's and other government agency requirements for the Project, and identify any missing data and information necessary to proceed with the Project. Within five business days following the kick-off meeting, the Consultant will prepare and distribute draft meeting minutes to the City's Project Manager and meeting attendees (an e-mail to the City's Representative of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative.

101.2.2 Deliverables: Project Kick-Off Meeting Agenda and copies for distribution at Kick-Off Meeting; Project Kick-Off Meeting Minutes.

101.2.3 Consultant shall attend approximately four progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis, or a time frame approved by the City's Representative, at

the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees. One of the progress meetings will be conducted as a workshop to facilitate the development of potential improvements to the corridor.

101.2.4 Deliverables: Design Progress Meeting Agenda and copies for distribution at Design Progress Meetings; Design Progress Meeting Minutes.

101.3 Utility and Agency Coordination

101.3.1 Consultant shall coordinate with all utilities and agencies having facilities within the limits of or adjacent to the Project throughout the duration of the project, this includes attendance to all related meetings. The Consultant will contact the utility companies and other governmental agencies early in the project to obtain information relating to the location, size and type of facilities owned by that Utility. Utility companies and agencies to be contacted by the Consultant shall include, but are not limited to, the following:

101.3.1.1 Clark County Regional Flood Control District ("CCRFCD")

101.3.1.2 Clark County Department of Public Works

101.3.1.3 City of Las Vegas departments, including but not limited to, Flood Control, Parks, Collection System Planning, Traffic Engineering, Field Operations, and Land Development

101.3.1.4 Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")

101.3.1.5 Freeway and Arterial System of Transportation ("FAST")

101.3.1.6 Utility providers, including but not limited to, NV Energy, Century Link, Cox Communications, Southwest Gas Corporation, AT&T Fiber Optic Cable

101.3.1.7 Nevada Department of Transportation ("NDOT") and

101.3.1.8 Other local and state agencies as required.

101.3.2 Not Applicable

101.3.2.1 Not Applicable.

101.3.2.2 Not Applicable

101.3.2.3 Nothing in this section shall be construed as preventing this Exhibit "A" from specifically detailing the Consultant's scope for anticipated minor utility relocations and/or new service connections with individual tasks identified and associated man hours and costs shown in Exhibit "D" when warranted.

101.3.3 The Consultant shall coordinate with the City of Las Vegas' Land Development Services Section for current projects, encroachment agreements, covenants running with the land and any other mapping that may have an impact on the project.

101.3.4 Consultant shall notify the City of any required utility, application, permit and review fees, which will be paid for by the City.

101.3.5 The City's Representative shall give approval of documents prior to being submitted to any regulatory agency for permit review and approval.

101.3.6 City Engineer's Office is NOT A REGULATORY AUTHORITY. The Consultant does hereby acknowledge, understand and agree that the City Engineer's Office, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, and Planning Department of the City of Las Vegas. The City's representative acts in a capacity similar to

that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the City Engineer's Office does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the City Engineer's Office. 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.

101.3.7 Deliverables: N/A

ARTICLE 102: DRAFT CORRIDOR STUDY

102.1 Data Collection

Collect and review Clark County GISMO information for the study area, including: aerial photography, property/ROW lines and utility information for Charleston Blvd between Grand Central Parkway and Maryland Parkway.

Collect and review available traffic volume information for Charleston Blvd between Grand Central Parkway and Maryland Parkway.

Collect peak hour turning movement traffic volumes for the twelve intersections on Charleston Blvd between Grand Central Parkway and Maryland Parkway.

City of Las Vegas Supplied Information

The City's GIS group will assist in the collection of aerial photography, property/ROW lines and utility information for Charleston Blvd between Grand Central Parkway and Maryland Parkway.

The City will provide the design plans for their current median enhancement project.

102.2: Develop refined roadway:

Prepare roadway schematics on GIS base delineating lane widths, shoulder widths, intersection geometrics, sidewalk areas and connections to properties for three cross section scenarios.

Review potential pedestrian improvements to the Charleston/UPRR underpass.

Review potential transit improvements with RTC and City staff. Coordinate with the City's concurrent Citywide Multi Modal Master Plan Mobility study and the Charleston Blvd, Maryland Parkway to Boulder Highway study.

102.3: Prepare cost estimates

Prepare rough order of magnitude cost estimates for the three proposed improvements

102.4: Stakeholder/Public Outreach

Support City staff with any presentations to City Council, City Manager's Office, Office of Business Development, City Planning department, RTCSN Board or RTCSN EAC.

102.5: Prepare photo renderings

Prepare photo renderings of various street sections or building frontage views. The renderings will consist of digital photos of the actual street scene enhanced with amenities and aesthetic features. [anticipate 4 to 6 renderings]

City of Las Vegas Supplied Information

The City's Traffic Department will assist in the collection of oblique digital photographs of the corridor utilizing the City's bucket trucks.

102.6: Prepare Draft Corridor Study

Prepare Draft Corridor Study to include traffic analysis, alternative improvements, cost estimates and project recommendations.

102.6.1 Deliverables: 5 hard copies and one PDF reproducible copy of the Draft Corridor Study

103 **FINAL CORRIDOR STUDY**

103.1 Participate in review meeting and obtain comments on the Draft Corridor Study

103.2 Revise Draft Corridor Study based on received comments.

103.2.1 Deliverables: 5 hard copies and one PDF reproducible copy of the Final Corridor Study

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 When requested by the City electronic files shall accompany hard copies for all submittals referenced in this paragraph and unless otherwise directed by the City. All cost estimates shall be provided in Microsoft Excel format, all schedules in Microsoft Project format, all Special Provisions in Microsoft Word format, all Bid Schedules in Microsoft Excel format and all spreadsheets associated with additional service requests in Microsoft Excel format. Pdf submittals will not be accepted unless specifically requested by the City.

200.2 Certificates of Insurance

The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized designated representative, a certificate of insurance with respect to each required policy to be provided by the Consultant under this 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.

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

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

300.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Contract signed by the parties. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Scope of Service set forth in this Contract and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

300.2 *Performance Schedule.* The parties hereto have agreed to a general performance schedule (the "Performance Schedule") which is set forth herein. Subsequent to the execution of this Contract, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule").

300.3 *Revised Performance Schedule.* If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

ARTICLE 301: PERFORMANCE SCHEDULE

301.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
DRAFT CORRIDOR STUDY	150	
FINAL CORRIDOR STUDY	30	From receipt of Draft Corridor Study Comments
TOTAL CALENDAR DAYS TO COMPLETE:	**240**	

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed **$113,825.00**. Increases to total compensation may only be authorized by written amendment or change order to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 401: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

401.1 The City agrees to pay the fixed fee attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the amount of the fixed fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract. The fixed fee shall constitute the entire compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services).

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$103,825.00	

401.1 The following table(s) show the breakdown of the Total Not to Exceed Cost for Basic Services by Task.

401.2 The table(s) show the fixed cost for each task along with the estimated hours to be expended by various Consultant personnel over the course of the Project for each of the various tasks, and/or the dollar value of the estimated hours. Although this table represents the basis for how the Total Not to Exceed Cost for Basic Services was established, the personnel, hours, and dollar value of the hours shown are not a part of this Contract and are not to be used as the basis for payment. The fee for each task is a fixed fee regardless of the number of man-hours expended to complete each task or the personnel used to perform the work.

401.3 The scope of work for each of the tasks may be adjusted by the City Representative over the course of the Project, including establishing new tasks or the deletion of listed tasks. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Contract to the extent they are applicable.

401.4 The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services 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.

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Sr Project Manager	Sr Trans Engineer	Engineer II	Engineer I	Designer II	Designer I	Clerical	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$230	$210	$155	$125	$125	$115	$65			
101	PRELIMINARY AND GENERAL ITEMS										
101.1	Project Management	40	0	0	0	0	0	0	40	$0.00	$9,200.00
101.2	Kick-Off Meeting and Progress Meetings	10	4	15	0	0	0	0	29	$0.00	$5,465.00
101.3	Utility and Agency Coordination	2	0	4	20	0	0	0	26	$0.00	$3,580.00
		0	0	0	0	0	0	0	0	$0.00	$0.00
101	Subtotal Hours	52	4	19	20	0	0	0	95		
101	Subtotal Fee	$11,960.00	$840.00	$2,945.00	$2,500.00	$0.00	$0.00	$0.00		$0.00	$18,245.00
102	DRAFT CORRIDOR STUDY										
102.1	Data Collection	2	0	0	24	24	0	0	50	$3,825.00	$10,285.00
102.2	Develop refined roadway	16	0	48	0	80	0	0	144	$0.00	$21,120.00
102.3	Prepare cost estimates	4	0	24	24	0	0	0	52	$0.00	$7,640.00
102.4	Stakeholder/Public Outreach	4	0	4	0	0	0	0	8	$0.00	$1,540.00
102.5	Prepare photo renderings	2	0	16	0	0	0	0	18	$4,175.00	$7,115.00
102.6	Prepare Draft Corridor Study	24	8	48	24	80	0	0	184	$0.00	$27,640.00
		0	0	0	0	0	0	0	0	$0.00	$0.00
102	Subtotal Hours	52	8	140	72	184	0	0	456		
102	Subtotal Fee	$11,960.00	$1,680.00	$21,700.00	$9,000.00	$23,000.00	$0.00	$0.00		$8,000.00	$75,340.00
103	FINAL CORRIDOR STUDY										
103.1	Participate in review meeting and obtain comments on the Draft Corridor Study	4	4	8	0	0	0	0	16	$0.00	$3,000.00
103.2	Revise Draft Corridor Study	4	4	16	8	16	0	0	48	$0.00	$7,240.00
		0	0	0	0	0	0	0	0	$0.00	$0.00
103	Subtotal Hours	8	8	24	8	16	0	0	64		
103	Subtotal Fee	$1,840.00	$1,680.00	$3,720.00	$1,000.00	$2,000.00	$0.00	$0.00		$0.00	$10,240.00
	Total Basic Services Hours	112	20	183	100	200	0	0	615		
	Total Basic Services Fee	$25,760.00	$4,200.00	$28,365.00	$12,500.00	$25,000.00	$0.00	$0.00		$8,000.00	$103,825.00

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).

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	$10,000.00	See list below.

402.5.1 Additional Services may include, but are not limited to, the following:

402.5.2 **Additional Engineering and Planning** – As required by the City, Consultant shall provide additional engineering and planning to support the development of the Corridor Study.

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

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

CLASSIFICATION	RATE	UNIT
Project Manager	$230	Per Hour
Senior Engineer	$215	Per Hour
Engineer	$155	Per Hour
Designer	$125	Per Hour
Technician / CADD Operator	$125	Per Hour
Clerical	$70	Per Hour

ARTICLE 501: SUB-CONSULTANT HOURLY RATES

501.1 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. **N/A**

SUBCONSULTANT #1 NAME	RATE	UNIT
Project Architect / Manager	$0	Per Hour
Architect / Engineer	$0	Per Hour
Designer	$0	Per Hour
Specification Writer	$0	Per Hour
Technician / CADD Operator	$0	Per Hour
Clerical	$0	Per Hour

SUBCONSULTANT #2 NAME	RATE	UNIT
Project Architect / Manager	$0	Per Hour
Architect / Engineer	$0	Per Hour
Designer	$0	Per Hour
Specification Writer	$0	Per Hour
Technician / CADD Operator	$0	Per Hour
Clerical	$0	Per Hour

SUBCONSULTANT #3 NAME	RATE	UNIT
Project Architect / Manager	$0	Per Hour
Architect / Engineer	$0	Per Hour
Designer	$0	Per Hour
Specification Writer	$0	Per Hour
Technician / CADD Operator	$0	Per Hour
Clerical	$0	Per Hour

ARTICLE 502: ADDITIONAL SERVICES RATES

502.1 The cost of the following potential future Additional Services have been negotiated as of the date of this Contract.

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
Reference the following Exhibit E-1: Additional Services Fee Breakdown.			$0
			$0
			$0

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

502.3 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.

502.4 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.

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Sr Project Manager	Sr Trans Engineer	Engineer II	Engineer I	Designer II	Designer I	Clerical	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		$230	$210	$155	$125	$125	$115	$65			
	ADDITIONAL SERVICES										
402.5.2	Additional Engineering and Planning	4	2	24	16	16	8	0	70	$20.00	$10,000.00
	Total Additional Services - Hours	4	2	24	16	16	8	0	70		
	Total Additional Services - Fee	$920.00	$420.00	$3,720.00	$2,000.00	$2,000.00	$920.00	$0.00		$20.00	$10,000.00

ARTICLE 503: REIMBURSABLE EXPENSES

503.1 The following Reimbursable Expenses are allowed:

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

503.2 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.

503.3 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.

503.4 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.

503.5 Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, Sub-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. Expenses incurred prior to written authorization shall not be considered for reimbursement.

503.6 Should travel and per diem expenses be so authorized by the City:

503.6.1 Expenses shall be based on actual costs submitted for reimbursement with valid original receipts. If a receipt is not normally provided for the expense, a certification signed by the traveler shall be submitted. Submitted receipts for travel and per diem reimbursement shall name each traveler covered.

503.6.2 Rates for lodging and individual meals shall not exceed the published U.S. General Services Administration rates at Clark County, Nevada, including the 75% limitation on the day of departure and return.

503.6.3 Passenger vehicle mileage shall be reimbursed at the rate stipulated by the Internal Revenue Service.

503.6.4 Examples of expenses that will not be reimbursed include alcoholic beverages, entertainment, laundry, dry cleaning and pressing, parking fines, gratuities and tips excepting for taxicab and meals a 15% tip if shown on the receipt, costs related to making reservations or other accommodations for travel, phone calls, computer or Internet access costs, car rentals larger than mid-size and car rental insurance, air travel other than the lowest coach fair available and travel insurance, premature departure and extended stays for personal reasons, and indirect route for personal preference.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Greg McDermott

600.2 CITY REPRESENTATIVE'S SUPERVISOR:

ARTICLE 601: CONSULTANT'S PROJECT STAFF

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

601.1.1 CONSULTANT REPRESENTATIVE: James Caviola

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: N/A

601.1.3 PROJECT MANAGER: James Caviola

601.1.4 **RESPONSIBLE IN CHARGE PERSON**
James Caviola

601.1.5 **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**
List Engineer license number: 9525

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

602.1 The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes or additions require City approval. N/A

602.1.1 AERIAL MAPPING:

602.1.2 ENVIRONMENTAL:

602.1.3 CIVIL ENGINEER:

602.1.4 STRUCTURAL ENGINEER:

602.1.5 MECHANICAL ENGINEER:

602.1.6 ELECTRICAL ENGINEER:

602.1.7 LANDSCAPE DESIGN:

602.1.8 INDEPENDENT COST ESTIMATOR (NOT the Consultant):

602.1.9 GEOTECHNICAL ENGINEER:

602.1.10 LAND SURVEYOR:

602.1.11 POTHOLING:

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
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: C. A. Group, Inc.	**Services for:** Charleston Blvd Corridor Study
Address: 2785 S. Rainbow Blvd, Las Vegas, NV 89146	
Telephone: 702.685.5945	**Project Number:**
EIN or DUNS : 26-2278684	

Block 3: Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company **X** Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	James Caviola	2785 S. Rainbow Blvd, Las Vegas, Nevada 89146	702.685.5945
2.	Chad Anson	1135 Terminal Way, Suite 106, Reno Nevada 89502	775.283.8394
3.	VTN Nevada	2727 S. Rainbow Blvd, Las Vegas, Nevada 89146	702.873.7550
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

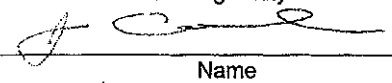
Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: ___

Date of Attached Document: ___ Number of Pages: ___

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



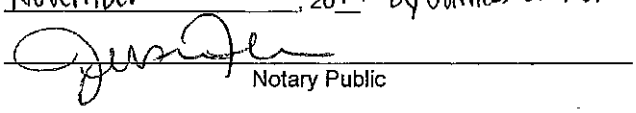
Name

11/12/14

Date

State of Nevada
County of Clark

Subscribed and sworn to before me this 12th day of November, 2014 by "James Caviola."



Notary Public

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
For possible action to approve award of Amendment No. 1 to Agreement No. 130227-DC, Prime Design Services Agreement for Grand Central Industrial Corridor located at Grand Central Parkway and Industrial Road from Iron Horse Court to Wyoming Avenue - Department of Public Works - Award recommended to: CH2M HILL ENGINEERS, INC. ($135,097 - Road and Flood Capital Projects Fund) - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $135,097
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On July 24, 2013 the subject agreement was awarded by City Council for the design and preparation of an alternative alignment study and design plans for the Grand Central Industrial corridor. This amendment provides for the updating of design plans in connection with NDOT NEON project requirements. CH2M Hill Engineers, Inc. is located in Las Vegas, Nevada.

PCC: D. Collins
POC: Ken Gilbreth, P.E. - (702) 369-6175

RECOMMENDATION:
That City Council approve award of Amendment No. 1 to Agreement No. 130227-DC, Prime Design Services Agreement for Grand Central Industrial Corridor to CH2M Hill Engineers, Inc. in the amount of $135,097, bringing the total Agreement amount to $935,439.50. Authority to execute the Amendment is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Amendment No. 1 to Agreement No. 130227-DC
2. Certificate - Disclosure of Ownership/Principals

AMENDMENT NO. 1

PRIME DESIGN SERVICES AGREEMENT FOR GRAND CENTRAL INDUSTRIAL CONNECTOR

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 2015, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (herein the "City"), and CH2M HILL ENGINEERS, INC., a Corporation (herein the "Consultant").

WHEREAS, the City and the Consultant have entered into an Agreement dated July 24, 2013, (herein the "Agreement"), retaining the services of the Consultant for engineering design services more fully described therein in connection with the improvements for the project known as the Grand Central Industrial Connector (herein "Project"), and, NDOT Project NEON DB1-4.

WHEREAS, since entering into the Contract, the City desires to modify the services of the Consultant to provide further engineering design services to facilitate the incorporation of the GCI construction into the NDOT Project NEON DB1-4 design build construction project.

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-1" Scope of Services, for detail of additional engineering services is hereby attached;
2. No changes in Exhibit "B" for Required Submittals;
3. Exhibit "C-1" Performance Schedule is hereby attached;
4. Exhibit "D-1" Time and Material Fee Breakdown is hereby amended to increase the total compensation of Basic Services of the original Agreement referenced herein by $85,157.00 from $650,342.10 to $735,499.10.
5. Exhibit "E-1" Additional Compensation is hereby amended to increase the additional compensation referenced herein by $49,940.00 from $150,000.40 to $199,940.40;
6. No changes to Exhibit "F" Key Personnel List;
7. A new Exhibit "G" Disclosure of Ownership/Principals is attached;
8. All other provision of the Agreement remain in force and effect.

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

CITY OF LAS VEGAS

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

CH2M HILL ENGINEERS, INC.

By:_____Date: _____
Ken Gilbreth, P.E.
"CONSULTANT"

ATTEST:

_____
LuAnn D. Holmes, MMC Date
Acting City Clerk

APPROVED AS TO FORM:

John S. Ridilla 1/27/15
Deputy City Attorney Date

EXHIBIT "A-1"

SCOPE OF SERVICES FOR GRAND CENTRAL INDUSTRIAL CONNECTOR

On July 24, 2013, CH2M HILL (Consultant) entered into an agreement with the City of Las Vegas (City) to provide Engineering Design Services including preparation of an Alternative Alignment Study for two roadway alignments to connect Grand Central Parkway into Industrial Road at Wyoming Avenue.

Additional Engineering Design Services are required of the Prime Design Services Agreement. This scope outlines necessary engineering design services to facilitate incorporation of the City's Grand Central Industrial Connector (GCI) project into NDOT's Project NEON Design Build contract (DB1-4).

The attached Basic Services Worksheet Exhibit D-1 shows the estimated hours and the dollar cost of those hours to be expended by the Consultant by various personnel based on the rates established in the Prime Design Services Agreement. The personnel, hours, and other services provided will be adjusted at the direction of the City, 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 within this Contract.

The City shall have the authority to make work scope adjustments within this scope's Tasks 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.

All work shall be paid on a time and materials basis. Invoices shall include a detailed breakdown of the manpower used for each task.

The estimated cost for services of the Tasks herein shall not be exceeded without written authorization from the City.

BASIC SERVICES

- **Address 30% Design Comments – Task A4.01**

  The Consultant shall provide refinement of the 30% Design Phase Submittal by addressing comments provided by the City, FAST, Southwest Gas, LVVWD, NVE Energy Distribution and Transmission and Century Link. Potholes were previously performed and the data will be incorporated into the plans along with plan and profile sheet for water lines and sewer lines. This level of detail was a requirement of NDOT to mirror the level of design that was completed for NEON plans. Plans shall be identified with the 30% level of design with Engineer's seal in accordance with NRS 625.

  The Consultant shall assist the City in identifying utility company replacement easements, including legal descriptions and exhibits. The needs for this task are currently developing as data is collected however, this work is necessary for the City's ROW Acquisition and ROW Setting.

  Work also includes provide project management services, attend approximately 15 (fifteen) progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Consultant shall prepare an agenda and meeting minutes for each of the progress meetings.

ADDITIONAL SERVICES

- **Miscellaneous Engineering Design Services – Task A4.03**

  The Consultant shall assist the City in unforeseen miscellaneous Engineering Design Services that may include Alternative Technical Concept review and ROW document modification.

END OF EXHIBIT "A-1"

EXHIBIT "C-1"

PERFORMANCE SCHEDULE

ARTICLE 1: NOTICE TO PROCEED

1.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Contract signed by the parties. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The Scope of Service set forth in this Contract and the compensation to the Consultant for said Scope of Services is based upon the Consultant and the City each performing its responsibilities in a timely manner.

1.2 *Performance Schedule.* The parties hereto have agreed to a general performance schedule (the "Performance Schedule") which is set forth herein. Subsequent to the execution of this Contract, the Consultant shall furnish to the City's Representative for approval a more detailed schedule of performance (herein the "Detailed Performance Schedule").

1.3 *Revised Performance Schedule.* If the Consultant's performance is delayed or the sequence of tasks changed, the Consultant shall notify the City's Representative in writing of the reasons for the delay or the change. The Consultant shall then prepare a revised General and Detailed Performance Schedule for submission to and approval by the City's Representative.

ARTICLE 2: PERFORMANCE SCHEDULE

2.1 The maximum allowed time to complete each phase of the work is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
DESIGN PHASE	360	Time of NDOT NEON DB-1-4 Design Phase
		** The consultant's work is Time and Materials as needed over the course of the NDOT NEON design schedule.
TOTAL CALENDAR DAYS TO COMPLETE:	**360**	

ARTICLE 3: DESIGN AND PERMITTING SCHEDULE DELAYS

3.1 The Consultant declares that they are experienced and knowledgeable with all governmental, agency, and utility company design approval processes, procedures, applications, fees, design standards, reviews, required corrective actions, and time schedules required for the Project, and that the schedule set forth for the Scope of Services is reasonable and achievable within these design approval parameters.

3.2 Although it is acknowledged that neither the City nor the Consultant have full control over these design approval processes, the Consultant shall be held accountable for any impacts to the City resulting from their actions or lack of actions, including but not limited to their failure to make timely submittals, their failure to routinely follow-up on submittals, their failure to notify the City of anticipated delays and required design changes, and their failure to process and re-submit comments and corrections received in a timely manner.

ARTICLE 4: CONSTRUCTION

4.1 No adjustments shall be made to the Post Construction Phase fee due to extended schedules.

END OF EXHIBIT "C-1"

EXHIBIT "D-1"

FEE BREAKDOWN

ARTICLE 5: TOTAL COMPENSATION

5.1 The total compensation to be paid to the Consultant for performance of this Contract on a Time and Materials basis includes Basic Services, Additional Services, and Reimbursable Expenses and shall not exceed **$110,017.** Increases to total compensation may only be authorized by written amendment or change order to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 6: BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

6.1 The City agrees to pay the consultant on a Time and Material basis attributable to each task and, if applicable, each subtask, set forth in Exhibit "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask. Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract.

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$85,157	**This work will be billed as Time and Materials needed to perform the tasks herein.**

6.2 The following table(s) show the breakdown of the Total Not to Exceed Cost for Basic Services by Task.

6.3 The table(s) show the not to exceed cost for each task along with the estimated hours to be expended by various Consultant personnel over the course of the Project for each of the various tasks, and/or the dollar value of the estimated hours. Although this table represents the basis for how the Total Not to Exceed Cost for Basic Services was established, the personnel, hours, and dollar value of the hours shown are not a part of this Contract and are not to be used as the basis for payment.

6.4 The scope of work for each of the tasks may be adjusted by the City Representative over the course of the Project, including establishing new tasks or the deletion of listed tasks. The cost of these adjustments shall be calculated utilizing the rates agreed to in this Contract to the extent they are applicable.

6.5 The City Representative shall have the authority to make such work scope adjustments to the line item tasks contained within Basic Services 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.

END OF EXHIBIT "D-1"

EXHIBIT "E-1"

ARTICLE 7: ALLOWANCE FOR ADDITIONAL SERVICES

7.1 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.

7.2 Additional Services are services provided in the interests of the Project that are not set forth in Exhibit "A" (Scope of Services).

7.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Exhibit "E-1" (Additional Compensation), as Time and Materials, or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Exhibit "E-1" (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.

7.4 Increases to this Total Not-To-Exceed Cost for Additional Services paid as pre-authorized Time and Materials may only be authorized by written amendment or change order to this Contract.

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$49,940	Time and Material

A4.09 **Additional Design Services** – As required by the City, Consultant shall perform additional design services required for the Project.

EXHIBIT "E-1"
Continued

DESCRIPTION	Sr. Project Manager	Engineer	Designer	Technician	Sr Bridge	Admin	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
	$230	$145	$119	$130	$185	$70			
AMMENDMENT 1									
ADDITIONAL SERVICES									
Additional Design Services	50	60	60	60	80	0		$0.00	$49,940.00
Total Additional Services - Hours	50	60	60	60	80	0	0		
Total Additional Services - Fee	$11,500.00	$8,700.00	$7,140.00	$7,800.00	$14,800.00	$0.00		$0.00	$49,940.00

END OF EXHIBIT "E-1"

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

CH2M HILL Engineers, Inc.
Name
2485 Village View Drive, Suite 350 **Henderson, NV 89074**
Address
(702) 369-6175
Telephone
32-0100027
EIN or DUNS

Block 2 Description

Subject Matter of Contract/Agreement:

Grand Central Industrial Connector – Amendment No. 1

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 Block 5		
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: 1

Block 5 Disclosure of Ownership and Principals - Alternate

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

Name of Attached Document: List of Active Officers and Directors

Date of Attached Document: 1/14/15 Number of Pages: 1

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

1-14-15
Date

Subscribed and sworn to before me this 14th day of January, 2015.

Notary Public

JOSEFA ECK
Notary Public, State of Nevada
Appointment No. 06-102636-1
My Appt. Expires Jan. 12, 2018

CH2M HILL LEGAL ENTITIES – LIST OF ACTIVE OFFICERS AND DIRECTORS
CH2M HILL ENGINEERS, INC 1/14/15

Appointments

Board Directors

Name	Position	Appointed
Berra, J. Robert	BOARD OF DIRECTORS	03/31/2014
McIntyre, Gregory T.	BOARD OF DIRECTORS	05/29/2013
Szomjassy, Michael A.	BOARD OF DIRECTORS	05/29/2013

Officers

Name	Position	Appointed
Arnold, Julie T.	Assistant Secretary	05/29/2013
Bailey, Robert W.	Senior Vice President	05/29/2013
Bauer-Martinez, John A.	Vice President	05/29/2013
Berra, J. Robert	Senior Vice President	05/29/2013
Doyna, James	Vice President	08/01/2013
Funk, Charles R.	Assistant Vice President	05/29/2013
Highland, Hank	Senior Vice President	02/28/2014
Hilty, Sarah K.	Secretary	05/29/2013
Mathews, Steven Carrol	Treasurer	05/29/2013
McCluskey, Patrick	Assistant Vice President	08/28/2014
McFarland, Robert Lee	Assistant Vice President	07/17/2013
Palmer, John	Senior President	05/29/2013
Powell, William M.	Vice President	07/18/2014
Reynolds, Daniel P.	Vice President	05/29/2013
Rimas, Cheryl Jett	Assistant Secretary	05/29/2013
Ruhl, Terry A.	Senior Vice President	07/18/2013
Shea, Christopher P.	Vice President	05/29/2013
Szomjassy, Michael A.	President	05/29/2013

END OF EXHIBIT "G"

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
For possible action to approve award of Annual Requirements Contract No. 150037-SK, Conifer Bark for Biofilter at the Water Pollution Control Facility, 6005 East Vegas Valley Road - Department of Public Works - Award recommended to: HYDRO MANAGEMENT OF NEVADA ($650,000 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $650,00
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract is to purchase conifer (pine and fir) bark for use as biological filter media in the WPCF odor control biofilters as needed on an annual basis. Hydro Management of Nevada is located in Henderson, Nevada.

PCC: S. Kessler
POC: Greg Klund - (702) 287-8136

RECOMMENDATION:
That City Council approve award of Annual Requirements Contract No. 150037-SK, Conifer Bark for Biofilter to Hydro Management of Nevada in the not-to-exceed amount of $650,000 per two-year term with a two-year base term and four two-year options to renew. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Contract No. 150037-SK

CITY-SUPPLIER CONTRACT
150037-SK Conifer Bark for Biofilter

THIS CITY OF LAS VEGAS – SUPPLIER CONTRACT (the "Contract") is made and entered into this _____ day of _____, 20___, by and between the City of Las Vegas, a municipal corporation in the State of Nevada (the "City") and Hydro Management of Nevada, (an individual doing business as Hydro Management of Nevada in the City of Henderson, in the State of Nevada), (the "Supplier".)

WITNESSETH:

WHEREAS, the Supplier, having submitted a Bid to the City for the project commonly known and referred to as **Conifer Bark for Biofilter**, Bid No.(**150037-SK**); and,

WHEREAS, the City Council or its designee, after due consideration of the submitted Bids, awarded a Contract to the Supplier in the amount(s) set forth below.

NOW, THEREFORE, in consideration of the above, the parties hereto agree to the following:

1. CONTRACT OVERVIEW: The subject matter of this Contract is the purchase of Conifer Bark for Biofilter.

A. The Contract type is fixed price. This is a Non-Exclusive Contract

2. DOCUMENT INCORPORATION. The Contract consists of this two-page document and the following documents incorporated herein by this reference as a part hereof:

i. Pricing Schedule (Form C as submitted by Successful Bidder, including any attachments), *(to be inserted prior to Contract award)*

ii. Basic Terms, General Conditions and Special Conditions, attached hereto

3. PERFORMANCE PERIOD. The initial performance period shall be from the Award Date through and including November 30,2016. The prices reflected on Form C - Pricing Schedule shall remain firm throughout the term of the Contract.

A. The City may, at its sole option, extend performance period for up to four (4), two-year periods beyond November 30, 2016. The City shall provide written notice to the Supplier of such extension, and the Supplier may not assume an automatic renewal. Exercise of a two-year option does not commit the City to exercise further options.

B. The City reserves the right to exercise an option to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the expiration date, for any reason.

IN WITNESS WHEREOF, the City and the Supplier have made and executed this Contract on the day and year first above written.

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 10-16-14
Deputy City Attorney Date

Hydro Management of Nevada

Gregory Klund, Principal Date

FORM C – PRICING SCHEDULE

Bidder Name: HYDRO MANAGEMENT OF NEVADA

Item No.	Description	Est. Qty.	Unit of Measure	Unit Cost	Extended Cost
1.	Conifer Bark (Pine and Fir) sized 3"- 6" pieces. (No Substitute).	11,377	Cu. Yd.	$ 45.10	$ 513,102.70
	TOTAL BID AMOUNT				$ 513,102.70

PAYMENT TERMS: (1) ONE Percent / 10 Days **DELIVERY TIME:** 5-7 DAYS

NOTE: EXCEPTIONS TO BID
This is a sealed bid and negotiation of specifications or other terms and conditions typically is not permitted at, or after, Bid Opening. The Bidder must list on a separate sheet of paper any exceptions to the conditions of this Invitation to Bid. This sheet must be labeled, "Exceptions to Bid Conditions", and must be attached to the Bid Submittal Forms. If no exceptions are stated, it will be understood that all terms, conditions and specifications will be complied with, without exception. **ANY EXCEPTIONS MAY BE CONSIDERED MATERIAL AND BE CAUSE FOR REJECTION**

3.0 BASIC TERMS

3.1 Definitions

As used throughout these documents, the following definitions shall apply:

(a)	Addendum	A written revision to the Invitation to Bid, issued in accordance with ITB 2.3
(b)	Annual Requirements Contract	Contract that covers long-term requirements when the total quantity required cannot be definitely fixed, but an estimated annual usage is established.
(c)	Award Date	The date that a Contract becomes effective. It is the date entered into the first paragraph of the Contract upon execution by an authorized representative of the City.
(d)	Bid	A complete and properly signed offer submitted in accordance with the Invitation to Bid
(e)	Bidder	Individual or firm that submits a Bid in response to this Invitation to Bid.
(f)	City	The City of Las Vegas
(g)	City Council	The governing body of the City of Las Vegas
(h)	Contract	City-Supplier Contract, including Forms, General Conditions, Special Conditions, Technical Specifications, and Addenda, which is finalized and executed by the Successful Bidder and the City.
(i)	Goods	Has the same definition as given under Article 2 of the Uniform Commercial Code (NRS Chapters 104 and 104A), and substitutes for common usage terms such as “materials”, “goods”, “equipment”, “products”, and “supplies”.
(j)	Modifications	A written order from the City directing immediate changes in the Contract Terms and/or Contract Amount, which may be required after award.
(k)	Notice of Award	Letter issued by the City notifying the Supplier of the award of the Contract by the City Council or its designee, and enclosing the City-Supplier Contract for execution and return to the City.
(l)	Purchasing & Contracts Representative	Individual designated in the Invitation to Bid as the person to whom all inquiries should be addressed, beginning with the issuance of the Invitation to Bid and ending with award of a Contract, or withdrawal of the Invitation to Bid if no contract is awarded.
(m)	Prospective Bidders	Individuals or firms who have received copies of the Invitation to Bid.
(n)	Successful Bidder	The lowest responsive and responsible Bidder, who is offered a Contract by the City. “Successful Bidder” is used interchangeably with “Supplier”.
(o)	Supplier	The Successful Bidder awarded the Contract by the City.

3.2 Pricing / Payment Schedule

(a) City will pay Supplier in accordance with the Pricing Schedule incorporated herein.

(b) Payment to the Supplier will be made only for the actual quantities of Goods delivered and accepted.

3.3 Economic Price Adjustment

There may be a change in the Supplier's price due to fluctuations in the cost of doing business. In the event of a decrease, the City shall receive the benefit of this change. In the event of an increase, the Successful Bidder must provide the Purchasing & Contracts Representative with a written request and suitable justification at least thirty (30) calendar days before the price increase would become effective. The City shall determine if the price increase is justified. Only recognized economic indices will be used to consider any increase in contract pricing. Only one escalation request will be considered from the Successful Bidder on an annual basis at the time of renewal.

3.4 Invoices

(a) The Supplier shall submit a detailed invoice to the City, after delivery of Goods. 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(s) against which charges are made; and

(iv) performance dates covered.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Supplier will be made in full within 30 calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Supplier shall submit the original invoice to:

Department of Finance
ATTN: Accounts Payable
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101 – 2986

3.5 Delivery Requirements

(a) **F.O.B. Destination**. All deliveries shall be F.O.B., Destination. The delivery point shall be the City of Las Vegas, 6005 East Vegas Valley Drive, Las Vegas, Nevada 89142-3415.

(i) The Supplier shall pay all freight charges. The Supplier shall file all claims and bears all responsibility for the products from the point of origin to the City's destination. All prices shall include delivery as well as any necessary unloading.

(b) **Delivery Coordination.** The Supplier shall provide the City with twenty-four (24) hour notice prior to delivery. All deliveries are to be coordinated with Art Siefert 702-271-0932. The City reserves the right to refuse delivery if advance notice is not given.

(i) The Supplier shall be responsible for unloading material at the designated delivery address: 6005 East Vegas Valley Drive, Las Vegas, Nevada 89142-3415

(c) **Maximum Delivery Time**. The maximum delivery time is seven (7) calendar days after receipt of order. Failure to meet the delivery time specified shall constitute a breach of contract.

(d) **Supplier's Stock**. The Supplier agrees to maintain access to sufficient stock of any item awarded in this Bid. Maximum delivery time(s) for such stock shall not exceed that specified in this Bid.

(e) **Partial Shipments**. Partial shipments will be permitted with the consent of the Project Manager.

(f) **Failure to Deliver**. In the event that the Supplier fails to deliver the product(s) in accordance with the terms and conditions of the contract, the City shall have the option to either terminate the contract or procure the product(s) from another supplier. If the product(s) is procured from another supplier, the Supplier shall pay the City any difference between the contract price(s) and the price(s) paid to the other supplier plus any and all administrative costs incurred associated with the re-procurement.

4.0 SPECIAL CONDITIONS

4.1 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
495 South Main Street
Third Floor
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

FOR THE SUPPLIER:
Hydro Management of Nevada
2110 Club Meadows Drive
Henderson, NV 89074
gklund@gmail.com
Fax: (702) 263-6865

(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 Supplier Representative, as appropriate.

4.2 Project Manager/Supplier Representative [CAO-7/24/08]

(a) The City designates Art Siefert as the Project Manager for this Contract. The City will provide written notice to the Supplier should there be a subsequent Project Manager change. The Project Manager will be the Supplier's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Supplier 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 Supplier designates Gregory Klund as the Supplier Representative for this Contract. The Supplier will provide written notice to the City should there be a subsequent Supplier Representative change. The City has the right to assume that the Supplier Representative has full authority to act for the Supplier on all matters

4.3 Warranties

The Supplier shall warrant all workmanship, materials, and equipment furnished for a period of 90 days after the final acceptance of the equipment and/or materials. If during the warranty period, any defect or faulty materials are found, the Supplier shall immediately, upon notification by the City, proceed at its own expense (including freight) to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship. In the event a warranty in excess of the City's requirements is available from the manufacturer, it shall be offered to the City at no additional expense. The Supplier must complete warranty replacement or repair within 30 calendar days after receipt of notification from the City.

4.4 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 is exclusively the property of the City.

4.5 Patent Indemnity [CAO-7/24/08]

The Supplier hereby indemnifies and shall defend and hold harmless City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the contract by the Supplier, or out of the processes or actions employed by, or on behalf of the Supplier in connection with the performance of the contract. The Supplier shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by City or its representative; provided that City or its representatives shall have notified the Supplier upon becoming aware of such claims or actions, and provided further that the Supplier aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by City or its representatives.

4.6 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections 1.0 through 5.24 of this Contract and any Bid Submittal Form(s), the specific language in Sections 1.0 through 5.24 shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections 1.0 through 5.24 .

4.7 Use by Other Government Entities

A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the Supplier. In the event the Supplier allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

4.8 Packing and Shipping

(a) The Supplier shall package all goods in a manner that ensures goods are protected against damage, deterioration, and contamination.

(b) All shipments are to meet applicable Department of Transportation (D.O.T.) Regulations. Incorrect or questionable documentation may result in shipment rejection. Shipments rejected due to Supplier's error will be returned solely at the Supplier's cost.

4.9 Holidays/Weekends

Bidders are excused from performance on weekends and the following legal holidays:

Martin Luther King's Birthday
President's Birthday
Memorial Day
Independence Day
Labor Day
Nevada Admission Day
Veterans Day
Thanksgiving Day and Friday After
Christmas Day
New Year's Day

4.10 Inspections

(a) **Inspection Upon Delivery**

(i) The bark will be inspected at time of delivery, by an authorized representative of the City, for workmanship, appearance, and conformance to all other requirements of this specification. In the event deficiencies are detected, the bark will be rejected to enable the Supplier to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not be made until the corrective action is made, the bark re-inspected and accepted.

(ii) It shall be the responsibility of the Supplier to arrange for the return and to pay all costs for return due to commodities returned pursuant to this clause.

5.0 GENERAL CONDITIONS

5.1 Disputes [CAO-(10/14/13]

(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 or 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 Supplier, the Supplier shall notify the City of its intent to proceed further with the claim or dispute, and in response thereto, the City shall notify the Supplier as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Supplier of its intent to proceed with further resolution and in the same notice 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.

5.2 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 Supplier 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 Supplier in writing of the action which will be taken to remedy the situation.

(b) The Supplier shall advise the City in writing of an impending failure to meet established milestones or delivery dates based on the Supplier's failure to perform. Notice shall be provided as soon as the Supplier is aware of the situation; however, such notice shall not relieve the Supplier from any existing obligations regarding performance or delivery.

5.3 Termination for Convenience [CAO-05/02/12]

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 Supplier, specifying the extent and effective date of the termination. On the effective date of the termination, the Supplier shall terminate all work and take all reasonable actions to mitigate expenses. The Supplier 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 Supplier 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 Supplier.

5.4 Termination for Default [CAO-05/02/12]

(a) The City may, by written notice of default to the Supplier, terminate this Contract in whole or in part if the Supplier fails to:

  (i) Perform the services described herein, 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 Supplier does not cure such failure within ten calendar days (or more if authorized by the City) after the notice, specifying the failure is provided pursuant to Section 4.1 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 Supplier shall be liable

to the City for any excess costs for those services or goods. However, the Supplier shall continue all work not terminated.

(d) The Supplier 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 Supplier. These circumstances are limited to such causes as (1) acts of God or of the public enemy, (2) acts of governmental bodies, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) labor strikes, (8) freight embargoes, or (9) unusually severe weather. The time of performance of the Supplier'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 5.3 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 Supplier 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 Supplier pursuant to Section 4.1 Legal Notice above, the Supplier shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section 5.1 Disputes of this Contract. During the period of such resolution, the Supplier shall continue with its performance under the Contract.

5.5 Insurance [CAO-10/14/13]

(a) The Supplier 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 Supplier and the City from potential Supplier 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. If Supplier is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. Sole Proprietorships must execute **Exhibit A, Affidavit of Rejection of Coverage** in lieu of providing said insurance. The Supplier's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Supplier's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury (including death), personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. 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 Supplier and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Supplier 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.

(b) Supplier 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 Supplier shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Supplier shall annually provide ITS with a certificate of insurance as evidence that all insurance requirements have been met. The Supplier 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 shall be provided to ITS 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 Supplier, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of the City. Suppliers requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductible or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the successful Supplier is obligated to provide the deductibles or self-insured retentions established in the bid documents at no additional expense to the City.

(e) If the Supplier fails to carry the required insurance, the City may (i) order the Supplier to stop further performance hereunder, declare the Supplier in breach, pursuant to Section 5.4 Termination for Default, 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 Supplier or charge the replacement insurance costs back to the Supplier.

(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 Supplier is encouraged to purchase any additional insurance it deems necessary.

(h) The Supplier 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 Supplier, its subcontractors or anyone employed, directed or supervised by the Supplier.

5.6 Indemnification [CAO-5/2/12]

(a) In addition to the insurance requirements set forth in Section 5.5 Insurance, the Supplier 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 Supplier, 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 Supplier 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 Supplier 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 Supplier under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Supplier, 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 Supplier shall defend the City against the Liabilities and in the event that the Supplier 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 Supplier.

5.7 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.

5.8 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.

5.9 Taxes/Compliance with Laws [CAO-10/14/13]

(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 Supplier shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Supplier shall make any and all payroll deductions required by law. The Supplier 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 Supplier, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act, and all state and federal laws prohibiting and/or relating to discrimination by reason of race, sex, age, religion or national origin.

(c) During the entire performance period of this Contract, the Supplier shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract.

5.10 Audit of Records [CAO-5/2/12]

(a) The Supplier agrees to maintain the financial books and records (including supporting documentation) pertaining The Supplier 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 Supplier goes out of business, the Supplier 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 Supplier pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Supplier of the audit and inspection. If the books and records are not located within Clark County, the Supplier agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Supplier 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 Supplier's office. If the books and records provided to the City are incomplete, the Supplier 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 Supplier's office. The Supplier'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 Supplier, the Supplier agrees that the difference shall be either: (a) repaid immediately by the Supplier to the City or (b) at the City's option, credited against any future billings due the Supplier.

5.11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Supplier 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 Supplier shall be liable for the actions of any person, organization or corporations with which it subcontracts to fulfill this Contract. The City shall hold the Supplier as the sole responsible party for the performance of this Contract. The Supplier shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Supplier 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.

5.12 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.

5.13 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 Supplier shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

5.14 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.

5.15 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Supplier. 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.

5.16 Conflict of Interest (City Officials) [CAO-5/2/12] R

(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.

5.17 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.

5.18 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 Supplier is confidential and privileged. The Supplier shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Supplier 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 Supplier 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 Supplier prior to obtaining the same from the City; (iii) the information is obtained by the Supplier 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 Supplier 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.

5.19 Marketing Restrictions [CAO-7/24/08]

The Supplier 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 Supplier or its services.

5.20 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.

5.21 Changes – Fixed-Price Goods

(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 Goods to be provided;
  (ii) time of delivery;
  (iii) place of delivery.

(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 Supplier 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 request submitted before final payment of the Contract.

(d) If the Supplier's request includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Section 5.1 Disputes; however, nothing in this clause shall excuse the Supplier from proceeding with the Contract as changed.

(f) The Supplier 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 Supplier'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.

5.22 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.

5.23 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 Supplier acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Supplier recognizes that if the Supplier 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 Supplier in breach of contract and terminate Contract.

(b) Fair Employment Practices: In connection with the performance of work under this Contract, the Supplier 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.

(c) The Supplier further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Supplier shall constitute a material breach of this Contract

5.24 Employment of Unauthorized Aliens [CAO-7/24/08]

In accordance with the Immigration Reform and Control Act of 1986, the Supplier agrees that it will not employ unauthorized aliens in the performance of this Contract.

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
For possible action to approve Agreement No. 150028-JL, Fingerprint Channeling Services, including indemnification provision - Department of Human Resources - Award recommended to: MORPHOTRUST USA, LLC ($27,000 - General Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $27,000
Funding Source: General Fund
Dept./Division: Human Resources

PURPOSE/BACKGROUND:
Section 10 of the Services Agreement governing this purchase contains an indemnification provision. Pursuant to Resolution 48-2006, authority to accept this provision rests with the City Council. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(h), Software for Computers. MorphoTrust USA, LLC is located in Billerica, Massachusetts.

PCC: J. Lonborg
POC: Nancy Howell - (615) 372-8039

RECOMMENDATION:
That City Council approve award of Agreement No. 150028-JL, Fingerprint Channeling Services to MorphoTrust USA, LLC in the estimated annual amount of $27,000 and to approve ongoing annual renewals. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Agreement No. 150028-JL

MorphoTrust USA
SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("**Agreement**") is entered into as of the _____ day of February, 2015, by and between City of Las Vegas, a municipal corporation within the State of Nevada, with offices located at 495 S. Main Street, Las Vegas, NV 89101 ("**Client**"), and **MorphoTrust USA, LLC**, with its principal office at 296 Concord Road, Suite 300, Billerica, MA 01821 ("MorphoTrust").

Recital

WHEREAS, MorphoTrust is authorized under its contract with the state of Nevada for various agencies to submit fingerprint information to Nevada Department of Public Safety ("NDPS") that is collected by and submitted to MorphoTrust by third parties (hereinafter the "**Project**"); and

WHEREAS, Client desires to utilize MorphoTrust's fingerprint channeling services under the terms and conditions of this Agreement;

NOW, THEREFORE, the parties hereby agree as follows:

1. Definitions. For purposes of this Agreement the following terms shall have the following meanings:

"**Agency**" shall mean the government agency identified in Schedule A to which MorphoTrust will transmit Applicants' fingerprint records.

"**Applicant(s)**" shall mean those individual persons whose fingerprints and other personal information are captured by Client and transmitted to MorphoTrust.

"**Fees**" shall mean those fees described in Schedule A that shall be due to MorphoTrust for MorphoTrust's provision of the Services.

"**Services**" shall mean MorphoTrust's services in electronically transmitting the Applicants' fingerprint records and other Applicant data to the Agency.

2. Services. In consideration of Client's payment to MorphoTrust of the Fees, MorphoTrust hereby agrees to provide the Services to the Client.

3. Client Obligations. In addition to those obligations stated elsewhere in this Agreement, Client shall: (a) enter into all necessary agreements and/or obtain all necessary approvals with the Agency for the transmission by MorphoTrust of Applicant records to the Agency, and (b) provide the livescan equipment and communication infrastructure required to transmit Applicant records to MorphoTrust via the required protocol, and (c) comply with MorphoTrust's security and technology policies described in Schedule B. Client will permit MorphoTrust to verify Client's compliance with such security and technology policies at MorphoTrust's request.

4. MorphoTrust Obligations. In addition to those obligations stated elsewhere in this Agreement, MorphoTrust shall: (a) be available to provide the Services during MorphoTrust's

normal business hours and (b) transmit the Applicant's fingerprint records and other required data to the Agency within the time limits set forth by the Agency, unless otherwise authorized by said Agency.

5. Payment Terms – MorphoTrust. Unless otherwise stated in Schedule A or agreed in writing between the parties, MorphoTrust will invoice Client for Fees on a monthly basis and payment terms are net thirty (30) days from the date of MorphoTrust's invoice. All Fees are non-refundable and shall be paid without any right of setoff or deduction. For any other agreed-upon fees that become due from Client to MorphoTrust under this Agreement, MorphoTrust shall invoice Client for such fees and Client shall remit payment in full to MorphoTrust, without any right of setoff or deduction, within thirty (30) days from the date of MorphoTrust's invoice.

6. Payment Terms – Client / Taxes. Client shall be solely responsible for the reporting and payment of all sales taxes and all other government taxes or charges on the fees collected by Client from the Applicants.

7. Limited Warranty/Disclaimer/Limit of Liability. MorphoTrust warrants that it shall provide the Services in a professional and workmanlike manner. EXCEPT FOR THIS LIMITED WARRANTY, MORPHOTRUST HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MORPHOTRUST'S AGGREGATE LIABILITY TO CLIENT FOR ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, EXCEED THE TOTAL SUM OF ALL FEES PAID BY CLIENT TO MORPHOTRUST DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH CLIENT'S CAUSE(S) OF ACTION AROSE. EXCEPT FOR CLIENT'S OBLIGATIONS UNDER SECTION 3(C) OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. Term. The term of this Agreement shall commence as of the Effective Date and shall continue until terminated in accordance with the express terms of this Agreement.

9. Termination. Either party may terminate this Agreement, without cause, by providing the other with thirty (30) days advance written notice of such termination. If Client terminates this Agreement without cause within six months of the Effective Date, it will pay MorphoTrust a convenience fee of $400 per unit in consideration for MorphoTrust's installation and de-installation costs. Either party may terminate this Agreement in the event that a material breach by the other party remains uncured for a period of thirty (30) days from the date the party in breach receives written notice of such breach.

10. Indemnification. Client shall defend and indemnify MorphoTrust, its parent, subsidiaries, affiliates, and their respective officers, directors, employees, and agents (the "**Indemnified Parties**") from and against all claims, demands, actions, causes of action, liabilities, damages, costs and expenses (including reasonable attorneys' fees) suffered by the **Indemnified Parties and arising out of or relating to (a) breach by Client of any of its representations, obligations or warranties in this Agreement, or (b) any claims by an Applicant or Agency concerning the Services; except to the extent, however, that any such claims result from a personal physical injury or property damage to an Applicant or third party that occurred on MorphoTrust's premises during the term of this Agreement.**

11. General. This Agreement shall be governed by the laws of the State of Tennessee, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of MorphoTrust and the Client. This Agreement may not be assigned by Client without the prior express written consent of MorphoTrust. Any notice required to be delivered under this Agreement shall be delivered to the parties at the addresses first set forth above, or as otherwise indicated in this Section 11, via personal delivery, overnight courier, or certified mail, return receipt requested, with notice effective upon actual receipt.

Notices to MorphoTrust shall be sent to the following address:

MorphoTrust USA, LLC
296 Concord Road
Suite 300
Attn: General Counsel
Phone: 978-215-2400
Email: LegalNotices@MorphoTrust.com

Notices to the Client shall be sent to the following address:

City of Las Vegas
Manager, Purchasing & Contracts Division
495 South Main Street, Third Floor
Las Vegas NV 89101
FAX: 702-384-9964

12. 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 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.

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 1-28-15
Deputy City Attorney — Date

MORPHOTRUST USA, LLC

CHRIS BROWN — Date
VP Operations, Services Business Unit

SCHEDULE A

1. The Agency that MorphoTrust will transmit Applicants' fingerprint records to is: Nevada Department of Public Safety ("NDPS").

2. The Fees for the Services are as follows: $1.50 per transmitted Applicant record plus a one-time set-up fee of $150 plus applicable NDPS and FBI fees.

3. Additional MorphoTrust Requirements: MorphoTrust will pay for applicable NDPS and FBI fees.

4. Additional Client Requirements: Client is responsible for collecting any fees it is due from Applicants. Client is responsible for the security of the live scan device and any data stored on the live scan device. Client agrees to accept full financial responsibility for any costs incurred as a result of a security breach related to the live scan device. Client also agrees to accept full financial responsibility for any harm caused to MorphoTrust's IT infrastructure due to the negligence of Client or any Client affiliate including its employees, subcontractors, and independent contractors.

SCHEDULE B

CLIENT REQUIREMENTS

In addition to the terms of the Services Agreement, Client must adhere to the following requirements. Failure to meet these requirements can result in termination of this Agreement.

1. Client agrees to contact the MorphoTrust's TouchCare Support Center by calling 1-866-326-5309 when any transmission issues occur.

2. Client sites are responsible for all costs related to Agency processing errors (duplicate transmissions). MorphoTrust will not reimburse or credit the Client for any fees assessed by Agency for Livescan transmissions resulting from duplicate transmissions from the Client site.

3. Client must designate at least one employee to be the Technical Point of Contact.

4. Client agrees that only authorized personnel shall have physical control of and access to the Livescan and all components. When Livescan and all components are not under the physical control of authorized personal, it shall be secured in a way that will not allow anyone else to gain possession of the equipment or gain access to the data contained on the equipment. If the Livescan becomes compromised, lost, and or stolen at any time, Client agrees to immediately contact MorphoTrust's TouchCare Support Center to report the matter.

5. Client agrees to provide internet connectivity. Client sites agree to meet the requirements for connectivity to the MorphoTrust network, to include:

    - Broadband\High Speed Connection
    - Firewall protection in front of Livescan, firewall should be bi-directional
    - Purchase and installation of MorphoTrust approved Anti-virus software. It is the Client's responsibility to ensure the software is updated daily.
    - The following connectivity protocols to be opened on core firewall to allow VPN connectivity:

Service	Protocol Number	Source Port	Destination Port
PPTP Control Connection	6 (TCP)	1023	1723
PPTP Tunnel Encapsulation	47 (GRE)	N/A	N/A
ISAKMP/IPSEC Key Management	17 (UDP)	500	500
IPSEC Tunnel Encapsulation	50 (ESP)	N/A	N/A
IPSEC NAT Transparency	17 (UDP)	10000 (default)	10000 (default)

The Client will purchase and install Cisco VPN client software that will establish the VPN tunnel back to MorphoTrust. MorphoTrust does not currently allow VPN site-to-site connections, only host-to-gateway.

MorphoTrust Client Site Contacts

(If your company or organization has multiple sites, please fill in a separate form for each location or provide a spreadsheet with requested information for each location.)

Company Name City of Las Vegas

Company Address 495 S. Main Street, Las Vegas, NV 89101

Company Contact Person Esther Y. O'Connor

Phone 702-229-4763

Fax 702-382-2488

Email eoconnor@lasvegasnevada.gov

Onsite Operations Contact (if different) Same as above

Delivery Contact Person

Phone

Fax

Email

IT Contact (if different) Pat Cabrera 702-229-1290

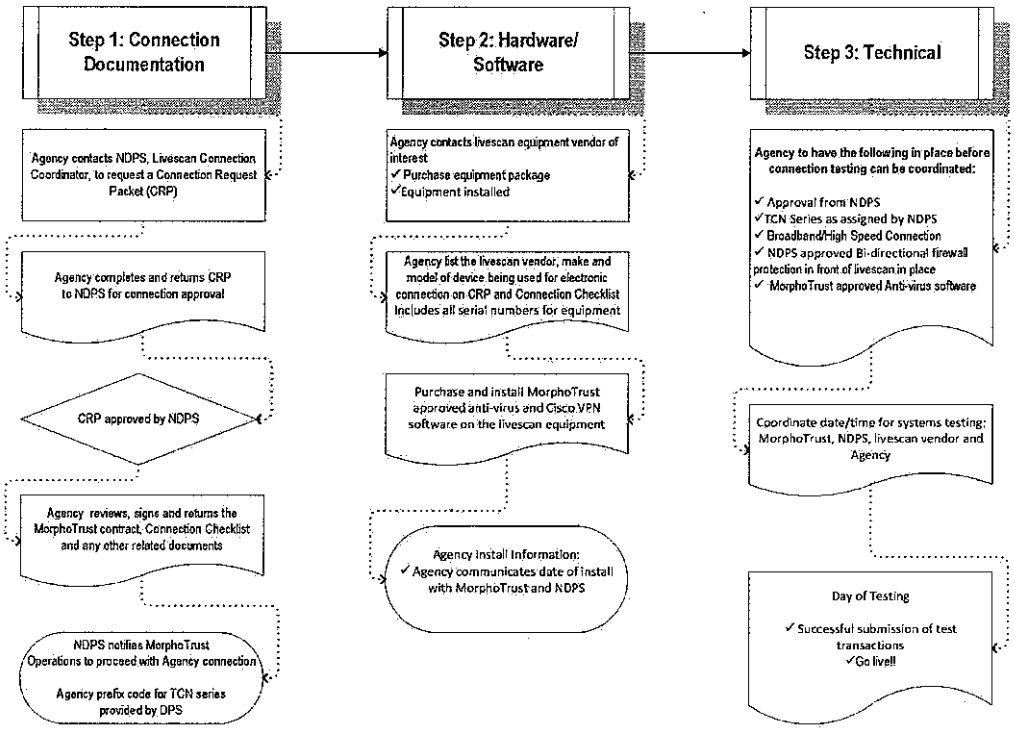
Billing Contact Person Aletta Rowry

Phone 702-229-6825

Fax 702-382-6441

Email arowry@lasvegasnevada.gov

NDPS Connection Checklist



Revised 2013

Connection Checklist

Client Name: City of Las Vegas
Client Main POC: Esther Y. O'Connor
Address: 495 S. Main Street, Las Vegas, NV 89101
Client Hours of Operation: 7:00 AM – 5:30 PM, Monday - Thursday
Phone Number: 702-229-4763
Email Address: eoconnor@lasvegasnevada.gov

Terms

NDPS: Nevada Department of Public Safety.
Client: Local government entity or private livescan company requesting authorization and approval to connect to MorphoTrust for channeling purposes to electronically submit civil applicant Livescan transactions.
Livescan Connection Coordinator: NDPS staff working with the Client and MorphoTrust for connection authorization.
CRP: Connection Request Packet as provided by NDPS.
Production Support: MorphoTrust's internal help team for the channeling and user agencies in the State of Nevada.
TCN: Transaction Control Number
Client Code: Unique code assigned to an agency's livescan system by NDPS. This code is also referred to as LSID (livescan identifier) and is the start of the TCN series for each transaction submitted through the assigned livescan system. Each system, even if belonging to the same Client, will have a unique Client Code assigned.
VPN: Virtual Private Network

Step 1 (Connection Paperwork):

- ❑ Client has contacted NDPS (Livescan Connection Coordinator) to request a connection request packet.
  - o Date contacted:
- ❑ Client completed and returned required connection request packet paperwork to NDPS for connection approval.
  - o Date returned:
- ❑ Connection request packet approved by NDPS.
  - o Date of approval:
- ❑ Client has received, reviewed, signed and returned the MorphoTrust contract and any other related documents.
  - o Date returned:

TO BE COMPLETED BY MORPHOTRUST

- ❑ NDPS has notified MorphoTrust Operations to proceed with agency connection.
  - o Date Notified:
  - o Client prefix code for TCN series provided by NDPS:

Step 2 (Livescan hardware/software):

- ❑ Client has contacted livescan equipment vendor of interest.
  - o Date contacted:
  - o Date equipment was purchased/upgraded:
- ❑ ETA of equipment:
  List the make and model of device being used for electronic connection:
- ❑ Serial number(s) for the equipment:
  - o Is device already installed?
  - o If no, estimated date it will be:
  - o If yes, does software need to be upgraded:
  - o If yes, date it will be upgraded:
- ❑ Purchase and to install on the livescan equipment, MorphoTrust approved Anti-virus software.
  NOTE: *It is the Client's responsibility to ensure the anti-virus software is updated daily*
- ❑ The Client will purchase and install Cisco VPN Client software that will establish the VPN tunnel back to MorphoTrust.
  NOTE: *MorphoTrust does not currently allow VPN site-to-site connections, only host-to gateway*

TO BE COMPLETED BY MORPHOTRUST

- ❑ Verbally verify that the connecting agency has made no further technical, network or physical changes to the system or site set up since the NDPS inspection.
  - o No, proceed to Step 3
  - o Yes, capture changes and notify NDPS for handling
    NOTES (include any information regarding changes per the agency):

Step 3 (Technical):

- ❑ Client will need to have the following in place before connection can take place:
  - o Designate at least one employee to be the Technical Point of Contact
  - o Broadband/High Speed Connection
  - o Firewall protection in front of livescan, firewall should be bi-directional and should be from the list of NDPS approved devices
  - o The following connectivity protocols to be opened on core firewall at the Client to allow VPN connectivity:

Service	Protocol Number	Source Port	Destination Port
PPTP Control Connection	6 (TCP)	1023	1723
PPTP Tunnel Encapsulation	47 (GRE)	N/A	N/A
ISAKMP/IPSEC Key Management	17 (UDP)	500	500
IPSEC Tunnel Encapsulation	50 (ESP)	N/A	N/A
IPSEC NAT Transparency	17 (UDP)	10000 (default)	10000 (default)

TO BE COMPLETED BY MORPHOTRUST

- ❑ Confirm TCN number with NDPS for agency
- ❑ Create configuration file with the following data
  - o TCN Prefix
    VPN User Name
    VPN User Password
    VPN Group Name
    VPN Group Password
    SMTP From Address
  - o Date received from Production Support:
  - o Date submitted to Client, their livescan vendor and NDPS:
- ❑ Coordinate date/time of livescan systems testing with Client, livescan vendor where applicable, NDPS Connection Coordinator and MorphoTrust Operations and Production Support
  - o Date of testing:
  - o Date of successful completion and official go-live per NDPS:

Additional Client Responsibilities:

- o Client understands they are responsible for collecting any fees it is due from the applicants being processed for electronic connection
  NOTE: *These fees are for NDPS and FBI processing and are subject to change without prior notice. For the most current fee schedule please visit:* *http://nvrepository.state.nv.us/fees.shtml*
- o If a rolling fee is being charged, Client can only charge what has been legally advertised as their rolling fee in addition to the applicable NDPS and FBI processing fees and all MorphoTrust partner sites will honor the NDPS agreed upon and contracted rolling
- o Only NDPS and MorphoTrust authorized and approved livescan devices can connect to the MorphoTrust VPN
  NOTE: *There will be no piggy backing of livescan systems. Every system must go through the same connection process with NDPS and MorphoTrust regardless of Client's active status.*

- Upon acknowledgment and return of this signed MorphoTrust Connection Checklist, NDPS will be communicated with by MorphoTrust and connection coordination will begin
  NOTE: Please retain a copy of the completed connection checklist for your Client records

Additional MorphoTrust Responsibilities:

- Provide support and guidance to the Client throughout the contracting, testing and connection process
- Work with the livescan vendor, Client and NDPS to find resolution to connection issues
- Provide 24/7 transaction reconciliation site for connected agencies
- Assist Client with troubleshooting VPN connection if necessary during testing
- Nevada Operations will notify MorphoTrust IT and Accounts Payable/Receivables when site is approved to go live

Please return this form to Barb Lee, Regional Manager – MorphoTrust: blee@morphotrust.com

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
For possible action to approve Agreement No. 150111-JL, Caseware Software Licenses, including indemnification provision - Department of Finance - Award recommended to: CASEWARE INTERNATIONAL, INC. ($7,525 - Computer Services Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $7,525
Funding Source: SID Administration SRF
Dept./Division: Finance

PURPOSE/BACKGROUND:
Section 13 of the Software License Agreement governing the purchase and use of this computer software contains an indemnification provision. Pursuant to Resolution 48-2006 authority to accept this provision rests with the City Council. Caseware International, Inc. is located in Toronto, Ontario, Canada.

PCC: J. Lonborg
POC: Hafiz Khan - (416) 867-9504 x 1161

RECOMMENDATION:
That City Council approve award of Agreement No. 150111-JL, Caseware Software Licenses to Caseware International, Inc. in the amount of $7,525 including future annual support and maintenance renewals. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Agreement No. 150111-JL

LICENSE
IMPORTANT - READ CAREFULLY BEFORE INSTALLING. INSTALLING INDICATES ACCEPTANCE OF A BINDING LEGAL AGREEMENT.

1. Offer

CaseWare International Inc. ("CWI") offers to enter into a binding legal agreement with the individual, corporation, partnership or other legal entity to which the computer software and documentation associated with this License was supplied for use (the "Licensee"). The terms and conditions of this License (the "License Terms") are set out in this document. The License Terms include terms limiting the liability of CWI.

Depending on what Licensee has ordered, the computer software programs contained on the currently accessed electronic medium (the "enclosed programs") consist of one or more programs developed and licensed by CWI generally known as "CaseWare"®, "CaseWare Working Papers" ™, "Working Papers" ™, "AuditAgent"®, "CaseWare Connector" ™, "Connector" ™, "CaseWare Financials" ™, "CaseWare Review" ™, "CaseWare Review and Compilation" ™, "CaseWare Audit" ™, "CaseWare GoBetween", "CaseWare SDK", "CaseWare COM", "CaseWare Time" ™, "Practice Administration" ™, "CaseWare Time and Billing" ™, "TimeAgent" ™, "CaseWare Today" ™, "CaseWare XBRL Benchmarking" ™, "CaseWare Scenarios" ™, "CaseWare Not For Profit" ™, "CaseWare GASB" ™, "CaseWare CAFR" ™, "BizSuite" ™, "CaseWare CPA Canada Engagement Templates"™, "CaseWare CGA Audit Templates" ™, "CaseWare Audit International" ™ ,"CaseWare Audit System" ™ (collectively, "CaseWare Programs").

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2. Acceptance of Offer

Opening a package containing physical media containing a copy of the Software and/or installation and/or Use of the Software, and/or clicking an accept or equivalent button displayed in the course of accessing the Software (from physical media or a web site) constitutes acceptance of the License Terms by Licensee and all Users.

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3. Defined Terms

In this License, the enclosed program(s) as modified or supplemented by an Enhancement or other modification received from a Supplier is/are referred to as the

"Software"; "Supplier" means CWI or its authorized distributor; each object code copy of the Software and an Enhancement or other modification to the Software received from a Supplier is referred to as a "Supplied Copy"; a Supplied Copy and copies of it made as permitted under this License are referred to as "Licensed Copies" and singly as a "Licensed Copy"; the end user manuals concerning the Software (in printed or electronic format) received from a Supplier, as modified from time to time by a Supplier, are referred to as "Documentation"; "Collateral Program" means a computer program other than a CaseWare Program intended to operate in conjunction with or provide data to or receive data from a CaseWare Program; "Access Device" means any physical or electronic key or transferable ID required for a Licensed Program to function supplied by a Supplier; "Derivative Work" means a computer program made available by Licensee or an affiliate to third parties which, by reason of its method of interface with a user, graphical or design elements, structure, workflow organization or other aspect, may be confused with one or more of the CaseWare Programs; "Enhancement" means any modification of the Software other than correction of bugs or errors acknowledged by CWI; "Intellectual Property Rights" means all rights to use, copy, reproduce, sell, license, enhance, merge, transcribe, adapt or distribute by any means and for any purpose, including any and all proprietary rights provided under patent law, copyright law or any other applicable statutory provision or common law principles which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how generally, including trade secret law, or the expression or use thereof and all registrations, applications for registration, reissues, extensions, renewals, divisions, continuations, continuations-in-part, proprietary information, documentation and improvements relating to the foregoing; "Licensed CPU" means a central processing unit controlled by Licensee in a multiple user environment accessed by means of a modem, a network or other means of remote access and/or on a single standalone computer; "Licensee's Personnel" means Licensee's employees, partners and individuals who provide services exclusively to Licensee; "Template" means the portion of a CaseWare Program comprised of either (i) a sample of text, format and/or layout for presentation and explanation of data that has been processed by a CaseWare Program and/or disclosure of related information or (ii) a work aid such as a check list or sample letter; “Benchmark Data” means data either uploaded to or retrieved from CaseWare Programs or a Template, "User" means Licensee and each individual who makes Use of a Licensed Copy or uses Documentation under this License; and "Use" means entering data to be processed by a computer program and/or causing a computer program to process data and/or causing a computer program to generate a report or other output in electronic or physical form.

4. Ownership by CaseWare International Inc.

All title, ownership rights, and Intellectual Property Rights in and to the Software, Documentation and Access Devices throughout the world not specifically granted by CWI to Licensee shall remain the exclusive property of CWI. CWI shall be the owner of all Derivative Works and all proceeds thereof.

5. Licensed Rights

Subject to the terms and conditions of this License, CWI grants Licensee the following non-exclusive rights ("Licensed Rights"):

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* to permit Use by Licensee's Personnel of Licensed Copies by means of one or more Licensed CPU's;

* to permit an Access Device to be operated to enable Use of a Licensed Copy;

* to make one copy of a Supplied Copy for archival purposes, provided that such copy must contain all proprietary notices that appear on the Supplied Copy;

* to permit use of Documentation to assist a User to understand how to operate the Software;

* to make a copy of Documentation for use by each person authorized to Use the Software under this License.

6. Terms & Conditions

The Licensed Rights are subject to the following conditions and restrictions:

6.1. The Licensed Rights shall not be exercised for the purpose of enabling or assisting Licensee or any other person to prepare, for supply in the course of carrying on a business, a computer software program substitutable in whole or in part for any of the CaseWare Programs.

6.2. Templates may only be used to gather, select and prepare data for processing by a CaseWare Program and to present data that has been processed by a CaseWare Program. A Template may not be distributed to a third party as a standalone work.

6.3. If the Supplied Copy is not controlled by an Access Device, the aggregate number of individuals who at any time in a calendar year Use a Licensed Copy (the "User Pool") shall not exceed the number of persons for whom a license fee invoiced to Licensee by a Supplier has been paid (the "Permitted Number"). For the purposes of this License, the Permitted Number is indicated on the invoice issued by a Supplier in connection with supply of the Supplied Copy.

6.4. In order to validate this License and be able to Use or continue to Use some or all of the components of the Software, Licensee and each User may be required to register by telephone, Internet access to a CWI web site or other means as directed by the Software, provide the information and payment requested by the registration module and input Licensee's assigned validation key number as requested by the Software.

6.5. Licensee acknowledges that Licensed Rights may expire in whole or in part on a specified date and that the Software and/or Enhancement will then become inoperative in

whole or in part if Licensee has not complied with the requirements of the Supplier for continuation of Licensed Rights after such date.

6.6. Licensee shall ensure that no User:

6.6.1. Uses a Licensed Copy or Documentation except under the terms and conditions contained in this License;

6.6.2. modifies, translates, reverse engineers, decompiles or disassembles a Licensed Copy or an Access Device or makes a copy of an Access Device;

6.6.3. creates a Derivative Work or merges a Licensed Copy or Documentation with another work;

6.6.4. copies a Licensed Copy or Documentation except as permitted under this License;

6.6.5. rents, leases, transfers or otherwise deals with rights to a Licensed Copy, Documentation or Access Device;

6.6.6. removes any proprietary notices or labels on a Licensed Copy, Documentation or Access Device:

6.6.7. knowingly uploads inaccurate Benchmark Data to CaseWare Programs.

7. Excess Users

If section 6.3 is applicable and at any time during a calendar year the User Pool exceeds the Permitted Number, Licensee shall immediately advise its Supplier of same in writing and pay Supplier's then prevailing license fee for each excess User and thereafter the Permitted Number shall be increased by such excess number.

8. Exclusions & Limitations

This License does not grant any right (i) to receive an Enhancement; or (ii) in or in respect of any computer programs, templates or other works ("Collateral Materials"); or (iii) any right to use the Trademark "CaseWare®" or any other trademark owned by CWI. Licensee shall have no rights with respect to the Software other than the Licensed Rights. Licensed Rights may not be exercised with another computer program if in order to achieve operability of the Software with such program it would be necessary to decompile the Software. CWI explicitly disclaims all representations, warranties and conditions with respect to Collateral Materials.

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Licensee acknowledges that a Supplied Copy may require an Access Device and that the Permitted Number shall not be increased by reason of such limitations or the absence of any such limitation.

Each User Acknowledges (i) the specific content of the Software and/or the Templates may not meet all current standards mandated by accounting or other regulatory bodies; (ii) any sample presentation, documents, letters and disclosures presented by the Software or Documentation are not designed to be descriptive or complete; (iii) neither the Software nor Documentation is a substitute for materials, methods or processes required by applicable law or practice guidelines or as an alternative to the User's judgement; (iv) that Benchmark Data may have errors or omissions and is provided "as is" with no guarantee of completeness, accuracy and timeliness and it is the User's responsibility to ensure the accuracy of the results obtained from the use of this information and (v) it is the User's responsibility to ensure that appropriate disclosures are made and applicable standards are met in a manner that meets the requirements of a particular jurisdiction.

9. Limited Functionality Warranty

9.1. CWI warrants to Licensee, subject to the limitations and conditions contained herein that for a period of 30 days from the date of delivery of a Supplied Copy (the "Warranty Period"), the Supplied Copy and related Access Device, if any, if operated as directed in the Documentation, will substantially achieve the functionality described in the Documentation.

9.2. This limited functionality warranty shall terminate immediately if:

9.2.1. any modifications are made to the Software other than pursuant to installation of an Enhancement or maintenance release received from a Supplier; or

9.2.2. the Software is used on or in conjunction with computer hardware or computer software other than the unmodified version of computer hardware and computer software with which the Software was designed to be used as described in the Documentation; or

9.2.3. any of the events referred to in sections 6.6.1 to 6.6.6 occurs or the terms of this License are otherwise breached.

9.3. CWI does not represent or warrant that:

9.3.1. the functions contained in the Software will operate in the combinations which may be selected by a User or will meet such User's requirements;

9.3.2. operation of the Software will not be interrupted or data lost by reason of defect in the Software including the inability of the Software to process dates expressed in 2 digit or 4 digit format occurring after December 31, 1999 or by reason of negligence on the part of a Supplier;

9.3.3. programming errors in the Software will be corrected;

9.3.4. the Software will accept data from, provide data to or otherwise operate in conjunction with a Collateral Program;

9.3.5. the security mechanism implemented by the Software will meet the User's requirements.

9.4. CWI's sole liability for any breach of this limited functionality warranty shall be, in CWI's sole discretion:

9.4.1. to advise Licensee how to achieve substantially the same functionality with the Software as described in the Documentation through a procedure different from that set forth in the Documentation; or

9.4.2. with respect to an Access Device, to replace the Access Device; or

9.4.3. to refund license fees paid by Licensee for the year in which CWI receives the notice referred to below.

9.5. CWI shall have no liability under this limited functionality warranty unless it receives written notice of the particulars of the functionality deficit within the Warranty Period.

10. Limited Media Warranty

CWI also warrants that the medium containing the Supplied Copy, if provided by CWI, is free from defects in material and workmanship and will so remain for 90 days from the date of acquisition of the Supplied Copy. CWI's sole liability for any breach of this warranty shall be to replace defective media.

11. Collateral Programs Disclaimer

CWI disclaims all representations and warranties with respect to Collateral Programs whether or not they are supplied to Licensee by a Supplier.

12. Scope of Warranty

CWI will use reasonable commercial efforts to repair, replace, advise or refund pursuant to the warranties provided for by sections 9 and 10 within 30 days of being so notified. No CWI dealer, agent, or employee is authorized to make any modifications, extensions, or additions to the warranties provided for by sections 9 and 10.

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If any provision of this License is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the License shall remain valid and enforceable according to its terms.

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Licensee attorns to the jurisdiction of the courts of the Province of Ontario.

eula 062713-3

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™ trademark owned by CaseWare International Inc.

Addendum to CaseWare International Inc. End User License Agreement (eula 062713-3)

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 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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement 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:

LUANN D. HOLMES, MMC Date
Acting City Clerk

APPROVED AS TO FORM:

Robert S. Sylvia 2-1-15
Deputy City Attorney Date

CASEWARE INTERNATIONAL, INC.

~~Hafiz Khan, Sales Director~~ Date
Cal Brunet, CFO Feb 2 /2015

CASEWARE
INTERNATIONAL INC.

SALES QUOTATION

Quote Number: **CW-GOV 38519 (Detailed)**

Quote Date **11/26/2014**

Quote Expiry: **02/28/2015**

Payment Terms: **Net 30**

For:

City of Las Vegas
Jessica Oneto
Financial Analyst

CaseWare Contact:

Hafiz Khan
hafiz.khan@caseware.com
(800) 267-1317 Ext. 1161

Quantity[2]	PRODUCT[3]	LICENSE PRICE	EXTENDED PRICE
1	Government GASB Reporting Bundle (up to 5 users, per year)	$7,500.00	$7,500.00
	(Includes CaseWare Working Papers, GASB Template, Connector, and SmartSync. All technical support, software patches, version upgrades and GASB content updates are inclusive as well)		
		Subtotal:	$7,500.00
		Administration	$25.00
		Total[1] (USD):	**$7,525.00**

469 KING ST WEST
2ND FLOOR
TORONTO, ON
M5V 1K4
TEL.: 416.867.9504
FAX: 416.867.1905
WWW.CASEWARE.COM

Notes:
[1] All pricing is in **US Dollars.**
[2] For license purposes, CaseWare® counts the number of potential, rather than concurrent, users. **Additional users are priced at $1,560/user/year.**
[3] Licenses are annually renewable and expire at the end of each renewal period.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
For possible action to approve award of Contract No. 150126-RH, Consulting and Services Agreement for Temporary Information Technology Project Management for the City of Las Vegas - Department of Information Technologies - Award recommended to: CERTIFIED PROJECT RESOURCES, INC. dba FIALA PROJECT RESOURCES, INC. ($190,000 - Computer Services Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $190,000
Funding Source: Computer Services ISF
Dept./Division: Information Technologies

PURPOSE/BACKGROUND:
This contract provides for onsite project management professional services for the Electronic Development Department Integration (EDDI) project. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Certified Project Resources, Inc. dba Fiala Project Resources, Inc. is located in Henderson, Nevada.

PCC: R. Holder
POC: Pete Fiala - (702) 595-8296

RECOMMENDATION:
That City Council approve award of Contract No. 150126-RH, Consulting and Services Agreement for Temporary Information Technology Project Management for the City of Las Vegas to Certified Project Resources, Inc. dba Fiala Project Resources, Inc. in the amount of $190,000. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Certificate - Disclosure of Ownership/Principals
2. Contract No. 150126-RH

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: Certified Project Resources, Inc., DBA "Fiala Project Resources, Inc.	**Services for:** Temporary project management services for project EDDI
Address: 190 Ultra Drive, Henderson, NV 89074	
Telephone: 702-595-8296	**Project Number: 150126-RH**
EIN or DUNS : 76-0706202	

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.	Peter Fiala / President (50% owner)	190 Ultra Dr. Henderson, NV 89074	(702) 595-8296
2.	Sheila Fiala / Secretary (50% owner)	190 Ultra Dr. Henderson, NV 89074	(702) 378-9936
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

_____
Name

2-2-15
_____
Date

Subscribed and sworn to before me this 2nd of February day of February, 2015

_____
Notary Public

CHRISTIAN N. MENDOZA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-06-17
Certificate No: 13-10422-1

FIALA PROJECT RESOURCES

CT. No. 150126-RH

CONSULTING AND SERVICES AGREEMENT

This Consulting and Services Agreement ("Agreement") is entered into and effective the _____ day of _____, **2015** by and between **Certified Project Resources, Inc., DBA "Fiala Project Resources, Inc.",** ("Contractor") a Nevada Corporation, with offices located at 190 Ultra Drive, Henderson, NV 89074 and **City of Las Vegas** ("Client") a municipal corporation within the State of Nevada, having its principal office at 495 South Main Street, Las Vegas, Nevada 89101. Client desires to retain Contractor to perform certain project consulting services and/or employment screening services for the purpose of pre-qualifying candidates for placement as an employee of Contractor on those projects of the City that are in need of the services and expertise of such pre-qualified employees, and Contractor desires to perform such services subject to the terms and conditions of this Agreement. For good and valuable consideration Contractor and Client agree as follows:

1. Services To Be Performed. Contractor agrees to perform those services or provide those products set forth on the attached *Letter of Authorization*. Additional *Letters of Authorization* may be entered into in writing, and signed by both parties, during the term of this Agreement. Such additional *Letters of Authorization* shall be incorporated by reference into this Agreement when agreed to in writing by both parties. Contractor will provide oral or written reports regarding the assigned projects or placements to Client as requested.

2. Consulting Fees. As compensation in full for Contractor services under this Agreement, Contractor will invoice Client and Client will pay Contractor in accordance with the fees and schedule set forth in the *Letter of Authorization* for each unique engagement or placement. Assigned consultants will request approval for hours worked twice monthly on the 15th and final day of each month. Contractor will submit invoices twice monthly with a detailed accounting of hours worked and approval(s) for the periods 1st-15th, and again 16th-end of month. Hourly fees will be based on individual contractor skill set and engagement. Client agrees to pay invoices within thirty (30) days of invoice date. Client agrees to pay interest at 1.5% per month on invoices unpaid after thirty (30) days. Any invoice not disputed within fourteen (14) days of the invoice date will be deemed approved by Client.

3. Direct Hire Fees. As compensation in full for Contractor providing pre-qualified direct-hire candidates to Client, Client agrees to pay Contractor a 'finder/placement fee' for each candidate pre-qualified and presented by Contractor *and* hired by Client. The fee is calculated as seventeen and one-half percent (17.5%) of candidates' negotiated annual starting salary. This fee will be invoiced to Client, upon acceptance by candidate of an offer for employment from Client, and due thirty (30) days following candidates start date. If Contractor's candidate is hired for any position, or retained as an independent contractor by Client, or any parent subsidiary or affiliate within one (1) year of the referral, a placement fee shall be due.

4. Direct Hire Guarantee. Candidate placements are fully guaranteed for six (6) months from the date of hire. Should the candidate leave, or should Client terminate the candidate for cause, Contractor will replace the candidate at no additional fee. If termination of employment occurs within six (6) to twelve (12) months after the date of hire, Contractor will replace the employee at fifty percent (50%) of the original fee. Contractor must be notified of employment termination immediately, and the replacement process will begin for the identical position within thirty (30) days of employment termination.

5. Expenses. Contractor shall be responsible for expenses incurred by Contractor's employees in arriving at Client's place of business or other location at which services are provided under this Agreement unless otherwise agreed to in the attached *Letter of Authorization*. Client shall reimburse Contractor for expenses in relation to Client's needs, including but not limited to travel expenses incurred by Contractor employees at Client's request.

6. Intellectual Property. All source code and other materials including but not limited to information, content, plans, specifications and other development documents provided by Client to the Consultant will remain the sole property of Client. All new source code and other materials including but not limited to content, templates, tools, plans, and other information created by Contractor for Client will become the sole property of Client when all amounts due under this Agreement have been paid in full.

1.

All source code and other materials of Contractor in existence prior to the Commencement Date of this Agreement will remain the property of Contractor, subject to a non-exclusive, non-transferable, royalty-free, perpetual license (with right to sublicense) to Client for its use in connection with the materials produced by Contractor for Client hereunder, which license shall become effective upon payment in full by Client of all amounts due under this Agreement. The parties agree that all works created pursuant to this Agreement are deemed to be assigned to Client, including all copyrights throughout the world. Contractor agrees to execute any documents deemed necessary by Client to record said assignment.

7. Termination. Notwithstanding any contrary provisions contained elsewhere in this Agreement, this Agreement and the rights and obligations of Contractor and Client may be terminated by either party upon thirty (30) day's prior written notice or upon material breach. Upon such termination the provisions outlined under Sections 2, 3, 5, 9, 10, 11, and 19 shall remain in full force and effect.

8. Warranties. Contractor warrants that the intellectual property and products Contractor will produce shall be original and shall not infringe any third party's patents, trademarks, trade secrets, copyrights, or other proprietary rights. To the extent that Contractor is required to incorporate a third party's proprietary materials into the intellectual property and products Contractor produces for Client, Contractor will obtain all authorizations necessary for such incorporation and will obtain such permissions as are required by Client to allow Client to fully utilize the Intellectual Property and products produced by Contractor. Contractor agrees that Contractor will perform services hereunder in a professional and workman like manner and that the intellectual property and products Contractor provides to Client will meet the requirements set forth on the attached *Letter of Authorization*.

9. Confidentiality.

   (a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to Contractor is confidential and privileged. Contractor shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of Client. Contractor shall have the right to use any such confidential information only for the purpose of providing the services under this Agreement, unless the express prior, written consent of Client is obtained. Upon request by Client, Contractor shall promptly return to Client all confidential information supplied by Client, together with all copies and extracts.

   (b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by Client, then in the public domain; (ii) the information is known to Contractor prior to obtaining the same from Client; (iii) the information is obtained by Contractor from a third party who did not receive the same directly or indirectly from Client; or (iv) the information is subpoenaed by court order or other legal process, but in such event, Contractor shall notify Client. In such event Client, in its sole discretion, may seek to quash such demand.

   (c) The obligations of confidentiality shall survive the termination of this Agreement.

10. Reciprocal Employee Recruitment. It is agreed that the employees of both Contractor and Client are highly trained individuals whose talents are important and valuable assets to their respective companies. While it is recognized that the loss of such employees is a cause for concern to either party, the needs of individuals and of companies change over time. It is therefore agreed that neither Client nor the Contractor shall approach, solicit, recruit, or hire employees of the other party without prior consent of the other party. In the event that an employee of Contractor accepts employment with Client, Client agrees that the transition of Contractor's employee to Client's employment will occur *only after* the completion of the term of the engagement in the relevant *Letter of Authorization*, or twelve (12) months of consulting services are performed, by that employee (whichever length of time is greater).

11. Independent Contractor. In providing services to Client, Contractor will be acting as an independent contractor and not as an employee or agent of Client. Contractor shall have no authority, express or implied to commit or obligate Client in any manner whatsoever. Contractor will be responsible for the payment of all taxes applicable to any compensation paid to Contractor and Client will not withhold or pay any federal, state, or local income, social security, unemployment and workers compensation taxes related to the work performed under this Agreement.

12. Successors and Assigns. This Agreement is binding upon Client, its successors, and assigns and will inure to the benefit of Contractor, its successors, and assigns.

13. Severability. The parties recognize the uncertainty of the law with respect to certain provisions of this Agreement and expressly stipulate that this Agreement shall be construed in a manner that renders its provisions valid and enforceable to the maximum extent possible under applicable law. To the extent that any provisions of this Agreement are determined by a court of competent jurisdiction to be invalid or unenforceable, such provisions shall be deleted from this Agreement or modified so as to make them enforceable, and the validity and enforceability of the remainder of such provisions and of this Agreement shall be unaffected.

14. Entire Agreement. This Agreement inclusive of the attached *Letter(s) of Authorization* contains the entire understanding and agreement between the parties related to its subject matter. This Agreement supersedes any and all other agreements and understandings, whether oral or written, related to its subject matter.

15. Modifications. This Agreement may not be modified or amended except by a written agreement that refers to this Agreement and is signed by both Contractor and by Client.

16. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada without reference to that body of law governing conflicts of law.

17. Indemnification.

    (a) In addition to the insurance requirements set forth in Section 18 (Insurance Requirements), Contractor shall protect, indemnify and hold harmless Client, its officers, employees, agents, and consultants (collectively herein "Client") 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 Client, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of Contractor, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Agreement, regardless of whether the Liabilities were caused in part by Client.

    (b) If a third party claim against Client for negligent performance by Contractor is within the limits of its liability insurance, and the insurance company has accepted Client's tender of defense, then Client will pay Contractor what is due and owing to them within the payment method specified in this Agreement. However, if the claim is greater than the coverage amount, Client, for its protection, may retain any money due and owing Contractor under this Agreement, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of Contractor, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to Client.

    (c) It is expressly agreed that Contractor shall defend Client against the Liabilities and in the event that Contractor fails to do so, Client 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 Contractor.

18. Insurance Requirements.

    (a) Contractor will maintain workers' compensation insurance, commercial liability insurance and employer's liability insurance.

(b) Contractor will be responsible, to the extent applicable, for any workers' compensation insurance, federal, state and local withholding and unemployment taxes, social security, state disability insurance or other payroll charges for its employees.

(c) Contractor shall provide proof of insurance upon request of Client.

19. Intellectual Property Indemnification. Company shall protect, indemnify and hold harmless Client, its public officials, officers, employees, agents, and consultants (collectively herein the "Client") from any and all 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 Client as a result of a third party claim that the Services or any Deliverable produced under this Agreement by Company infringes on the intellectual property of a third party (including, without limitation, any third party copyrights or patents).

Company's obligations under this indemnification are expressly conditioned on the following: (i) Client notifying Company within a reasonable time period after Client learns of the suit or claim, (ii) Client granting in writing control of the defense of any such claim, and the negotiations for its settlement or compromise (if Client chooses to represent its own interests in any such action, it may do so at its own expense, but such representation must not prejudice Company's right to control the defense of the claim and negotiate its settlement or compromise); (iii) Client ageing to cooperate with Company to facilitate the settlement or defense of the claim; and (iv) Company not agreeing to any settlement wherein Client admits any fault or is required to pay any amount or type of damages or penalty, without the prior written consent of Client. Company will not have any liability hereunder to the extent the claim arises from any modification of the Deliverables not provided by Company. If any Deliverable is, or in Company's opinion, likely to become, the subject of a intellectual property infringement claim, then Company, at its sole option and expense, will either: (i) obtain for Client the right to continue using the Deliverable under the terms of this Agreement; (ii) replace the Deliverable with a product that is substantially equivalent in function to the replaced Deliverable, or (iii) modify the Deliverable so that it becomes non-infringing and substantially equivalent in function to the infringing Deliverable.

20. Non-Discrimination Practices. Client is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. Contractor acknowledges that Client has an obligation to ensure that public funds are not used to subsidize private discrimination. Contractor recognizes that if Contractor 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; Client may declare Contractor in breach of contract and terminate this Agreement. Contractor further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Contractor shall constitute a material breach of this Agreement.

21. Fair Employment Practices. In connection with the performance of work under this Agreement, Contractor 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. Contractor further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Contractor shall constitute a material breach of this Agreement.

22. 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 a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or email and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, Contractor and Client have executed this Agreement as of the date set forth in the first paragraph above.

Fiala Project Resources	City of Las Vegas
Authorized Signature	Authorized Signature
Name: Peter Fiala	Name: Yolanda C. Jones,
Title: Project Engagement Manager	Title: Manager, Purchasing and Contracts
Date: 01/20/2015	Date:

APPROVED AS TO FORM
Robert S. Sylvain 2-2-15
Robert S. Sylvain Date
Deputy City Attorney

FIALA PROJECT RESOURCES

CT. No. 150126-RH

LETTER OF AUTHORIZATION

Pursuant to the terms of our Consulting and Services Agreement dated _____, this letter authorizes the services/placement of **Melody Bliss, PMP**, as a **Project Manager** for the period of approximately **12 months** starting on **February 23, 2015** and continuing through **February 22, 2016**. These dates are subject to change by either party given agreed-upon prior notice.

The Scope of this engagement/placement is as follows:

Description of Services: To provide onsite Project Management consulting services for the Electronic Development Department Integration Project. Services shall include, but are not limited to, initiating, planning, executing, controlling and closing projects as assigned; and managing the planning of the project schedule, scope, quality, communication and other related plans, as well as ensuring their execution to plan.

Services Start Date: February 23, 2015

Duration: 12 months (February 22, 2016)

Guarantee Period: One year or 12 months

Anticipated Hours: 4 x 10 Monday – Thursday

Work Location: City of Las Vegas, City Hall or other City Facilities

Hourly Fee: **$95.00 per hour** plus approved expenses for travel outside of the City of Las Vegas area and related to this assignment. It is understood that the rate will be guaranteed for the entire period covered by this *Letter of Authorization* unless otherwise agreed to and amended by a new *Letter of Authorization*.

Job Skills:

- Certified Project Manager (PMP) for 14 years;
- 20 years of hands-on IT Project Management experience overseeing system implementations;
- 15 years of hands-on Systems and Requirements Analysis experience;
- Experience with traditional Waterfall as well as fast-tracked Agile Software implementations;
- Proven success managing vendors to deliver systems on schedule, scope, cost and quality commitments;
- Excellent presentation and written communications with project stakeholders; and
- Experienced at Risk Management (assessment, planning, prevention, and mitigation).

Job Responsibilities: *Project Planning*:

- Define the scope of the project in collaboration with Client's management;
- Create a detailed work plan which identifies and sequences the activities needed to successfully complete the project;
- In conjunction with task owners, determine the resources (time, money, equipment, etc.) required to complete the project;

- Develop a schedule for project completion that effectively allocates the resources to the activities;
- Review the project schedule with Client's management and all other staff that will be affected by the project activities; revise the schedule as required;
- Determine the objectives and measures upon which the project will be evaluated at its completion; and
- Create detailed project plans in Client's "Wrike" project management system.

Project Implementation:

- Execute the project according to the project plan;
- Develop forms and records to document project activities;
- Monitor the progress of the project and make adjustments as necessary to ensure the successful completion of the project;
- Establish a communication schedule to update stakeholders including appropriate staff in the organization on the progress of the project;
- Review the quality of the work completed with the project team on a regular basis to ensure that it meets the project standards; and
- Maintain the project plans in Client's "Wrike" project management system.

Evaluate and Control the Project:

- Write project reports for Client management;
- Ensure that the project deliverables are on time, within budget and at the required level of quality; and
- Evaluate the outcomes of the project as established during the planning phase.

Client Supervisor:
Name: Rick Virmani, Development Services Systems Manager
Phone: (702) 229-6427
Email: rvirmani@lasvegasnevada.gov

Contractor Account Representative:

Name: Peter Fiala, PMP
Phone: (702) 595-8296
Email: peter@fialapr.com

Assigned Individual: Name: Melody Bliss, PMP

The parties hereby concur to this *Letter of Authorization*.

Fiala Project Resources, Inc.

City of Las Vegas

Date

Date

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
For possible action to approve award of Master Service Agreements No. 140201-RH, related to the Electronic Development Department Integration (EDDI) Project - Department of Information Technologies - Award recommended to Multiple Suppliers (Not-to-Exceed $2,325,000 - Computer Services Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,325,000
Funding Source: Computer Services ISF
Dept./Division: Information Technologies

PURPOSE/BACKGROUND:
Refer to Agenda Memo

PCC: R. Holder
POC: Various

RECOMMENDATION:
That City Council approve the attached Sample Master Services Agreement No. 150201-RH for the Electronic Development Department Integration (EDDI) Project and authorize the Purchasing manager to negotiate and execute agreements based thereon to 3Di, Inc., Infor (US), Inc., Sierra-Cedar, Inc., Bentley, Inc. and TruePoint Solutions in the aggregate amount of $2,325,000. Continuation of the project in future fiscal years is subject to future budget appropriations.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Sample Master Service Agreement
3. Certificates of Disclosure

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: February 18, 2015
DEPARTMENT: Finance
ITEM DESCRIPTION: Master Services Agreements 140201-RH

Staff has previously briefed on the Development Services Process Implementation, including the Infor Public Sector Suite, related systems, and migration from Hansen 7 on an enterprise-wide basis, a project scheduled to be completed over the next three years. Due to the size and complexity of this project, the City's Electronic Development Department Integration (EDDI) Project Team will accomplish the work with the help of multiple consultants. The EDDI Project Management Team will need flexibility in the actual work assignments amongst the consultants. While they have estimated the overall three-year cost at $8,550,000, flexibility is required to ensure proper resource selection.

Staff proposes a Master Service Agreement (MSA) approach to support this dynamic work assignment. A public Request for Statement of Qualifications process was conducted by the City of Las Vegas to solicit involvement by qualified consultants. Each qualified consultant will be awarded an MSA, which will define terms, conditions, and labor rates, but will not obligate funding. Work Orders issued under these Master Service Agreements will be negotiated by the City's Project Management team, based upon the consultants' demonstrated competencies, availability of personnel, and competitiveness of proposals. Actual Work Orders will be awarded by the Purchasing Manager, and funding will not be obligated to any consultant until such Work Order is executed by the Purchasing Manager.

The consultants proposed for authorization to award today are expected to complete Work Orders in the following areas of expertise:

3Di, Inc.	Oracle WebCenter
Infor (US), Inc.	Infor Public Sector Suite
Sierra-Cedar, Inc.	Infor Public Sector Suite
Bentley, Inc.	Bentley Systems
TruePoint Solutions	Infor Public Sector Suite

The Purchasing Manager will be responsible for controlling the aggregate Work Order value amongst all the MSAs such that they do not exceed the funding appropriated by Council. While the EDDI project is estimated to cost $8,550,000 over the next three years, the current fiscal year funding is $2,325,000. The aggregate of Work Orders awarded to all consultants will not exceed the budgeted total of $2,325,000 for the current fiscal year. Future phases of the EDDI project are expected to be funded on a fiscal year basis; issuance of Work Orders in future fiscal years will be subject to budget appropriations.

The Purchasing and Contracts Manager is requesting authorization from City Council (i) to award Master Service Agreements to the five named consultants substantially in the format of the attached Sample Master Service Agreement, (ii) to deviate from the template attached hereto, if necessary, in order to reach a final contract with each consultant, and (iii) to execute the contract as finalized with approval as to form by the City Attorney's Office, all of the foregoing without further approval of the City Council. It is believed that the Master Service Agreements awarded will be substantially in the form of the generic document attached hereto, but are subject to change as a result of negotiations on-going between the City and each consultant.

Any future award of a Master Service Agreement to an additional consultant will require approval of the City Council.

Although a Request for Statement of Qualifications was published, this item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services and (h), Software for Computers.

ELECTRONIC DEVELOPMENT DEPARTMENT INTEGRATION
MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("MSA") is being entered into this _____ day of _____, 2015, 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 [**COMPANY NAME**], (a corporation organized and existing under the laws of the State of), (a partnership consisting of), (an individual doing business as , of the City of , in the State of), (a Limited Liability Company), (hereinafter the "Company") having its principal office located at [**ADDRESS**].

SECTION A – Subject of MSA

The subject matter of this MSA is to provide Services relating to the Project (defined below). The Project is a continuation of the development services process, which is a program intended to streamline the City's development related functions.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this MSA:

(a) ***"Acceptance Form"*** means the document substantially in the form of **Exhibit B** attached to this MSA, which is used by the City to provide written acceptance of the Services and/or each Deliverable completed pursuant to a Work Order.

(b) ***"Affiliate"*** means any entity, directly or indirectly, controlling, controlled by, or under common control with, Company.

(c) ***"Award Date"*** means the date the MSA becomes effective. It is the date that is entered into the first paragraph of this MSA upon execution by an authorized representative of the City.

(d) ***"City"*** means the City of Las Vegas.

(e) ***"City Council"*** means the governing body of the City of Las Vegas.

(f) ***"Company"*** means the individual, partnership, or corporation responsible for the performance of Services under this MSA and any Work Order.

(g) ***"Company Representative"*** means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this MSA and any Work Order.

(h) ***"Confidential Information"*** means non-public information of an Affiliate or a party to this MSA that is identified as or would be reasonably understood to be confidential and/or proprietary.

(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 MSA and any Work Order.

(j) ***"Discloser"*** means the party providing Confidential Information to the Recipient.

(k) ***"Equipment"*** means the hardware and systems software configuration on which the Company supports use of the Licensed Software.

(l) ***"Intellectual Property Rights"*** means any and all rights in patents, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks (including, where applicable, all derivative works of the foregoing).

(m) ***"Licensed Software"*** means the Infor Public Sector Suite or other computer software programs licensed to the City, which will be reengineered or updated by the Company pursuant to this MSA.

(n) ***"MSA"*** means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(o) ***"Project"*** means the reengineering and redesign of computer software program, commonly known as the Infor Public Sector Suite, which project is commonly known and referred to as the "Electronic Development Department Integration Project" or the "EDDI Project".

(p) ***"Project Manager"*** means the City representative who is responsible for the coordination of Work Order performance between the City and the Company.

(q) ***"Recipient"*** means the party receiving Confidential Information of the Discloser.

(r) ***"Residual Knowledge"*** means ideas, concepts, know-how or techniques related to the Discloser's technology and Confidential Information that are retained in the unaided memories of the Recipient who had rightful access to Confidential Information.

(s) ***"Services"*** means the software-related professional services that Company will provide City as contemplated under this MSA and the professional services described in any agreed to Work Order.

(t) ***"Work Order"*** means the document substantially in the form of **Exhibit A** attached to this MSA, which is used to described the Services and/or Deliverable, and other relevant information, that is the subject of the agreed to Work Order executed by the parties hereto.

B-2 Contract Type

This MSA is a non-exclusive agreement relating to the Project. This MSA contemplates that the Services and Deliverables to be completed by the Company, and the compensation to be paid by the City, will be set forth in individual Work Orders. Notwithstanding the foregoing, the execution of this MSA does not obligate the City to issue any Work Order hereunder.

B-3 Prices/Costs

(a) Work Orders shall be issued by the City under this MSA. The Company is not entitled to any claim for compensation until a Work Order has been issued by the City, executed by the parties, and the Services and/or Deliverables that are subject to the Work Order, are Accepted by the City.

(b) The City will pay the Company the compensation set forth in each Work Order, which compensation will be based on resource level per hour as set forth below:

Resource Level	Description	Amount Per Hour
		$
		$
		$
		$
		$
		$

(c) Payment. The Company will invoice the City upon completion of Deliverables as defined in Work Order(s) unless otherwise agreed to in the applicable Work Order.

(d) Reimbursable Travel Expenses. If travel is required in performance of services under this MSA or Work Order, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, transportation, rental cars, parking, and incidental expenses, will be paid at a per diem rate of **$167.00 per day**. This per diem rate will start concurrently with the first day of work performed on site at the City and end with the last day of scheduled on site work at the City. The Company must complete a minimum of six (6) hours of work for every day a per diem is paid. The Company shall

coordinate all travel in advance with the City's Project Manager. The City will not reimburse personal entertainment expenses, alcoholic beverages, travel expenses for family members, use of health facilities (unless included in the basic price of hotel accommodations), movies in a hotel, or other non-business related costs. The City's Project Manager must approve any deviations to these policies.

B-4 Invoices [CAO-5/2/12]

(a) Unless otherwise stated in the applicable Work Order, the Company will invoice the City for the Services and applicable charges on completion of the Services authorized pursuant to the Work Order, and acceptance by the City of the Deliverable or Deliverables subject of the Work Order. All invoices should identify the following items:

(i) the date of the invoice and invoice number;
(ii) the purchase order number;
(iii) Work Order number,
(iv) Work Order Deliverables against which charges are made; and
(v) approved Acceptance Form.

(b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Company shall submit the original invoice to:

ATTN: Accounts Payable
Department of Finance
City of Las Vegas
495 South Main Street, 4th Floor
Las Vegas, NV 89101 – 2986

(c) The Company shall forward a copy of the invoice to the City's Project Manager identified in Section D-2 (Project Manager/Company Representative) with the following items:

(i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice;
(ii) copy of the applicable Work Order and Deliverable(s) associated with the invoice; and
(iii) approved Acceptance Form.

B-5 Performance Period

(a) The performance period commences from Award Date and continues through a period of three (3) years. The City reserves the right to exercise two (2) one-year options to extend MSA. The City will provide a written notice of extension to the Company within thirty (30) days of MSA expiration.

SECTION C – Services

C-1 Services

(a) In General. The Project entails the use of technology solutions to reengineer various business processes selected by the City with a focus on customer service and efficiency of City operations. The Company will provide the Services necessary to implement the computer software program, commonly known as Infor Public Sector Suite ("IPSS"), which will replace the Hansen computer program currently used by the City. IPSS has been purchased by the City pursuant to a contract separate from this MSA. In addition to the implementation of IPSS, other related software systems will be implemented by the Company, or other companies separately contracted by the City, to extend the functional capabilities of IPSS. The implementation of IPSS, and the other related software, will occur in stages established pursuant to separate Work Orders issued pursuant to subsection (b) of this Section. The functionality of IPSS, or the related software, on the completion of each implemented stage will be described in each Work Order executed by the parties.

(b) Work Orders. The Company will provide the City with the Services and/or Deliverable pursuant to as set forth in one or more mutually agreed to and signed Work Order, containing without limitation, a description of the Services, the

Services rate(s) and each Deliverable that is the subject of the Work Order. The parties agree that Work Orders may not be complete statements of the Services required by the City and additional Services may be required which would be difficult to determine as of the date of this MSA or of the applicable Work Order. Unless expressly stated otherwise: (i) the Services rates are for an 8-hour person-day and will not include the expenses and charges referred to in Section B-3(d) (Reimbursable Travel Expenses) of this MSA; (ii) the quoted rates shall represent the Company's rates applicable to the City (i.e., the rates applicable to the City as of the effective date of the Work Order) for the resources specified. The Company is under no obligation to perform any Services other than pursuant to a Work Order. Notwithstanding the foregoing, if the Company performs Services at the direction of City and the parties have not signed a Work Order for such Services, then such Services shall be subject to all terms and conditions of this MSA.

(c) Conditions on Providing Services. The City will establish the overall project direction; including assigning and managing the City's project team, and the Company will determine the method, details, and means of performing the Services. The City will provide the Company with such facilities, equipment and support as are reasonably necessary for the Company to provide the Services, including remote access to the Equipment.

C-2 Work Order Process

Each Work Order will be issued through the following procedure:

(a) Work Order Request. The City will request a proposal for a specific Work Order and will provide the following information pertinent to the project. Information may be jointly determined based on informal discussions with the Company:

(i) proposal submission instructions;
(ii) Project background;
(iii) description of Services;
(iv) description of each Deliverable;
(v) start and completion date of the Services and/or each Deliverable; and
(vi) other special terms and conditions.

(b) Work Order Proposal. The Company will respond to the request with a proposed Work Order that includes at a minimum all of the items listed in the Work Order Template, **Exhibit A** attached to this MSA. The proposal will be subject to review and negotiation by the City and Company; and the City is not required to accept any proposal. The proposed Work Order shall contain the following information:

(i) description of Services and each Deliverable that is the subject of the Work Order;
(ii) start date and completion date for the Services and/or each Deliverable;
(iii) compensation to be paid for the Services and/or each Deliverable, which shall be based on the hours of work performed by the Resource Level and hourly fee set forth in Section B-3(b);
(iv) payment Schedule, and including, if applicable, payments to be made by milestone or on completion and acceptance of the Deliverable; and
(v) other special terms and conditions.

(c) Work Order / Notice to Proceed. On mutual agreement of any proposal, the City will issue a Notice to Proceed for the signed Work Order, which will include the following items.

(i) approved City purchase order;
(ii) Statement of Services, Deliverables, and Deliverable schedule; and
(iii) approved Work Order.

(d) Testing and Acceptance. Unless otherwise specified in a Work Order, the Company may not invoice the City until completion of the applicable Work Order, and the City has tested and accepted in writing of each Deliverable that is the subject of the Work Order. Such acceptance will be evidenced by the City's execution of the Acceptance Form. The City agrees to complete its testing of each Deliverable that is the subject of the Work Order within the time frame

set forth therein, and to indicate in writing to the Company the City's acceptance of the Deliverable or to it is rejection of the Deliverable due defects or deficiencies in the performance of the Deliverable.

C-3 Deliverables

Each Deliverable shall be identified in each Work Order, and shall be subject to testing and acceptance by City.

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 MSA (including all Work Orders) shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this MSA and any Work Order 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 via email, or
(iii) transmitted by facsimile with confirmation of transmission, or
(iv) 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: Name
Company Name
Address Line 1
City, ST, Zip
Fax:

(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 MSA, legal notice shall be required for all matters involving breach, potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the MSA.

(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 **Chis Craig** as the Project Manager for this MSA. 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 MSA, will provide all general direction to the Company regarding MSA 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 MSA.

(b) The Company designates [**INSERT NAME**] as the Company Representative for this MSA. 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 day-to-day matters arising under or relating to this MSA. The Company Representative does not have signature authority.

D-3 Warranty – Deliverables and Services [CAO-5/2/12]

(a) Warranty. The Company warrants to the City that for the period beginning on the specific date of the applicable Work Order and continuing for one hundred eighty (180) days after the completion and acceptance by the City the Services pursuant to that Work Order (the "Warranty Period"), the Services shall be performed in material conformity with this MSA and the requirements of the Work Order, with the reasonable skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practices. If the City notifies the Company within the Warranty Period of a breach of the foregoing warranty, the Company shall, at no cost to the City, re-perform or perform the Services so that the Services conform to the warranty. If, despite its reasonable efforts, the Company is unable to provide the City with Services in compliance with the foregoing warranty, then, subject to the limitations set forth in Section D-7 of this MSA, the City may pursue its remedy at law to recover direct damages resulting from the breach of this limited warranty. These remedies are exclusive and are in lieu of all other remedies, and Company's sole obligations for breach of this limited warranty are contained in this Section D-3(a).

(b) Disclaimer of Warranty. The limited warranty in Section D-3(a) above is made to the City exclusively and is in lieu of all other warranties. THE COMPANY MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SERVICES PROVIDED UNDER THIS MSA AND/OR ANY WORK ORDER, IN WHOLE OR IN PART. THE COMPANY EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY EXPRESSLY DOES NOT WARRANT THAT THE SERVICES WILL MEET THE CITY'S REQUIREMENTS.

(c) Deliverable Warranty. With each Work Order agreed to by the parties hereto, the Company agrees that any Deliverable produced thereunder will meet the specifications and functionalities set forth in the Work Order for a period of one hundred eighty (180) days after acceptance thereof by the City.

D-4 Intellectual Property Rights

The Company owns and will own all right, title and interest to the Services and any Deliverable generated from the Services performed pursuant to a duly issued Work Order. If so requested by the Company, the City will execute and deliver to the Company any documents reasonably necessary to vest in the Company all right, title and interest therein. Subject to the terms and conditions of this MSA, the Company grants the City a perpetual, non-exclusive, non-transferable license (without the right to sublease or sublicense) to use and copy for use the Deliverable for the City's own, internal computing operations.

D-5 Licenses/Registrations [CAO-5/2/12]

During the entire performance period of this MSA, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this MSA, 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 MSA 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 Limitations of Liability

(a) Limited Liability of Company. THE TOTAL LIABILITY OF COMPANY, ITS AFFILIATES AND CONTRACTORS IN CONNECTION WITH THE SERVICES, OR ANY OTHER MATTER RELATING TO THIS MSA (WHATEVER THE BASIS FOR THE CAUSE OF ACTION) SHALL NOT EXCEED THE FEE THAT CITY ACTUALLY PAID TO COMPANY FOR THE SERVICES GIVING RISE TO THE LIABILITY UNDER THE MSA. THE LIMITATION OF LIABILITY SET FORTH HEREIN APPLIES TO CONTRACTUAL DAMAGES, AND DOES NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS OF THE COMPANY SET FORTH IN SECTION E-6 (INDEMNIFICATION) AND SECTION E-7 (INTELLECTUAL PROPERTY INDEMNIFICATION).

SECTION E – General Clauses

E-1 Disputes [CAO-5/2/12]

(a) For each claim or dispute arising between the parties under this MSA, 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 MSA and Work Orders 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) If the timely performance of this MSA and any Work Order be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company shall promptly 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 MSA or any or all Work Orders issued hereunder, 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 thirty (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 MSA in whole or in part if the Company fails to:

  (i) perform the Services under Work Order, including, if applicable, delivering any required software, goods, or documentation within the time specified in this MSA and any Work Order or any extension;

  (ii) make progress, so as to endanger performance of this MSA and any Work Order; or

  (iii) perform any of the other provisions of this MSA and any Work Order.

(b) The City's right to terminate this MSA and any Work Order under (a) above, may be exercised if the Company does not cure such failure within thirty (30) 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 MSA.

(c) If the City terminates this MSA 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 MSA and any Work Order 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 MSA and any Work Order shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than sixty (60) days, the City may terminate the affected portion of the MSA and any Work Order pursuant to the terms of Section E-3 (Termination for Convenience).

(e) Either party may terminate this MSA and any Work Order, 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 thirty (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 MSA and any Work Order, 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 terminate the MSA or Work Order for cause and/or treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 (Disputes) of this MSA and any Work Order. During the period of such resolution, the Company shall continue with its performance under this MSA and each pending Work Order.

E-5 Insurance [CAO-5/2/12]

(a) The Company shall procure and maintain, at its own expense, during the entire term of the MSA, 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 MSA, 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. If Company is a sole proprietor, it will be required to submit an affidavit indicating that the company has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Supplier's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.

(ii) Commercial General Liability Insurance (bodily injury, property damage) with respect to the Company's agents assigned to the activities performed under this MSA 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 MSA. 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 MSA. Any retroactive coverage must coincide with or predate the beginning of this MSA and may not be changed without the consent of the City.

(b) The 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 MSA number and the MSA description. The Company shall maintain coverage for the duration of this MSA, 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 thirty (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 (Termination for Default), terminate the MSA 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 MSA and any Work Order.

(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 MSA and any Work Order. 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 MSA and any Work Order, 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) 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. The Company's obligations under this indemnification are expressly conditioned on the following: (i) the City notifying the Company within a reasonable time period after the City learns of the Liabilities, (ii) City grants in writing the Company control of the defense against the Liabilities, and the negotiations for its settlement or compromise (if the City chooses to represent its own interests in any such action, it may do so at its own expense, but such representation must not prejudice the Company's right to control the defense of the claim and negotiate its settlement or compromise); and (iii) the City must cooperate with the Company to facilitate the settlement or defense of the Liabilities. The Company shall not agree to any compromise or settlement wherein the City admits any fault or is required to pay any amount or type of damages or penalty, without the prior written consent of the City.

E-7 Intellectual Property Indemnification

(a) The Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City"), from any and all 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 a third party claim that the Services or Deliverables provided pursuant to this MSA or any Work Order infringes on the intellectual property (including, without limitation, any copyright or patent rights) of a third party.

(b) The Company's obligations under this indemnification are expressly conditioned on the following: (i) the City notifying the Company within a reasonable time period after the City learns of the Liabilities; (ii) the City granting in writing the Company control of the defense against the Liabilities, and the negotiations for its settlement or compromise (if the City chooses to represent its own interests in any such action, it may do so at its own expense, but such representation must not prejudice the Company's right to control the defense of the claim and negotiate its settlement or compromise); and (iii) the City cooperating with the Company to facilitate the settlement or defense of the Liabilities. The Company shall not agree to any settlement wherein the City admits any fault or is required to pay any amount or type of damages or penalty, without the prior written consent of the City. The Company will not have any liability hereunder to the extent the claim arises from any modification of a Deliverable not produced by the Company. If any Deliverable is, or in the Company's opinion is likely to become, the subject of an intellectual property infringement claim, then the Company, at its sole option and expense, will either: (i) obtain for City the right to continue using the Deliverable under the terms of this MSA that is the subject of the infringement claim; or (ii) replace the Deliverable with a deliverable that is substantially equivalent in function to the infringing Deliverable, or modify the Deliverable so that it becomes non-infringing and substantially equivalent in function. The foregoing sets forth the Company's exclusive obligation and liability with respect to infringement of intellectual property rights, and the obligation set forth herein is not subject to the limitation of liability provisions of Section D-7 (Limitations of Liability).

E-8 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this MSA and any Work Order herein, 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 MSA.

E-9 Waiver [CAO-7/24/08]

Waiver of any of the terms of this MSA and any Work Order 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 MSA and any Work Order, 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 MSA and any Work Order, or to affect the right of the City to thereafter enforce each and every provision of this MSA and any Work Order. Waiver of any breach of this MSA and any Work Order shall not be held to be a waiver of any other or subsequent breach of this MSA.

E-10 Taxes/Compliance with Laws [CAO-5/2/12] R

(a) The City warrants and represents that it 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 for which Company is responsible and which may be applicable to any work under this MSA and any Work Order. 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 for which Company is responsible.

(b) The Company, in the performance of the obligations of this MSA and any Work Order, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this MSA and any Work Order including, but not limited to, the Federal Occupational Safety and Health Act.

E-11 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 MSA 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 MSA, 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 MSA 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 MSA. 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 MSA, or at any time after the expiration or termination of the MSA, 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-12 Independent Contractor [CAO-7/24/08]

In the performance of Services under this MSA, 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 MSA and any Work Order. The City shall hold the Company as the sole responsible party for the performance of this MSA and any Work Order. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this MSA 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-13 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this MSA and any Work Order or the occurrence of any event rendering any portion or provision of this MSA and any Work Order void shall in no way affect the validity or enforceability of any other portion or provision of this MSA and any Work Order. Any void provision shall be deemed

severed from this MSA and any Work Order, and the balance of this MSA and any Work Order shall be construed and enforced as if this MSA and any Work Order did not contain the particular portion or provision held to be void. The parties further agree to amend this MSA and any Work Order 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 MSA and any Work Order from being void should a provision which is of the essence of this MSA and any Work Order be determined void.

E-14 Conforming Services [CAO-7/24/08]

The Services performed under this MSA and any Work Order shall conform in all respects with the requirements set forth in this MSA and any Work Order. 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 MSA and any Work Order.

E-15 Modification/Amendment [CAO-7/24/08]

This MSA and any Work Order 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 MSA and any Work Order shall be null and void, and may not be relied upon by either party.

E-16 Entire MSA, Section and Paragraph Headings [CAO-7/24/08]

(a) This MSA and any Work Order 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 MSA and any Work Order.

(b) The section and paragraph headings appearing in this MSA and any Work Order 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-17 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 MSA and any Work Order, payments under this MSA and any Work Order, or work under this MSA and any Work Order, shall not be directly or indirectly interested personally in this MSA and any Work Order 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 MSA and any Work Order, shall become directly or indirectly interested personally in this MSA and any Work Order or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this MSA and any Work Order.

(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 MSA and any Work Order. Notwithstanding any other provision of this MSA and any Work Order, if such interest becomes known, the City may immediately terminate this MSA and any Work Order 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-18 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 MSA and any Work Order and all supporting documents are deemed to be public records.

E-19 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 Recipient is confidential and privileged information of the Discloser. Recipient shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of Discloser. Recipient shall have the right to use any such confidential information only for the purpose of providing or receiving the services under this MSA and any Work Order, unless the express prior, written consent of the Discloser is obtained. Upon request by Discloser, Recipient shall promptly return to Discloser all confidential information supplied by Discloser, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where: (i) the information is, at the time of disclosure by Discloser, then in the public domain or becomes part of the public domain through no fault of Recipient; (ii) the information is known to Recipient prior to obtaining the same from Discloser, or is developed independently by Recipient without reliance on Discloser's confidential information; (iii) the information is obtained by Recipient from a third party who did not receive the same directly or indirectly from Discloser; or (iv) the information is subpoenaed by court order or other legal process, but in such event, Recipient shall notify Discloser. In such event Discloser, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this MSA and any Work Order for a period of five (5) years.

E-20 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this MSA and any Work Order 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-21 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 MSA and any Work Order.

E-22 Non-Solicitation of Employees

During the period that Company is providing Services pursuant to this MSA and any Work Order and for a period of one (1) year following the completion of such Services, neither Company nor City will offer to hire, hire, solicit for employment or retention as an independent contractor, or in any way employ any Resource of the other party without the prior written consent of the other party. "Solicit" as used in this Section does not include general solicitations, such as advertisements in newspapers, trade publications or on the internet. "Resource" for purposes of this Section means: (a) employees of the non-hiring party who directly provided the Services at City's location , and (b) former employees of the non-hiring party who directly provided the Services and whose employment with that party ended less than six (6) months prior to the date of such offer to hire, hire, solicitation, or employment.

E-23 Non-Discrimination and Fair Employment Practices [CAO-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 MSA and any Work Order.

(b) Fair Employment Practices. In connection with the performance of work under this MSA and any Work Order, 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.

(c) 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 MSA and any Work Order.

E-24 Counterpart Signatures [CAO-9/24/08]

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

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this MSA:

Identifier	Title/Text Reference	Pages
Attachment 1	Certificate – Disclosure of Ownership/Principals	2
Exhibit A	Work Order Template	2
Exhibit B	Acceptance Form Template	1

IN WITNESS WHEREOF, the parties hereto have caused this MSA 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:

LUANNE D. HOLMES, MMC Date
Acting City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 2-4-15
Deputy City Attorney Date

[COMPANY NAME]

[NAME] Date
[Title]

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.

<table>
<tr><th>Block 1: <u>Contracting Entity</u></th><th>Block 2: <u>Description / Subject Matter of Contract</u></th></tr>
<tr><td>Name:</td><td rowspan="2">Services for:

MSA is to provide Services relating to the Electronic Development Department Integration Project</td></tr>
<tr><td>Address:</td></tr>
<tr><td>Telephone:</td><td rowspan="2">Project Number: 140201-RH-</td></tr>
<tr><td>EIN or DUNS :</td></tr>
</table>

Block 3: <u>Type of Business</u>

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

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

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

_____
Name

_____
Date

Subscribed and sworn to before me this _____day of

_____, 2015

_____
Notary Public

EXHIBIT A
WORK ORDER TEMPLATE

This Work Order ("Work Order") is subject to all terms and conditions of **MSA Contract No. 140201-RH-_** between _____ ("Company") and the **City of Las Vegas** ("City") with the **Effective Date of _____, 2015**. The terms and conditions of the MSA are incorporated herein by this reference. Capitalized terms not defined in this Work Order are defined in the MSA. In the event of a conflict, the terms of the MSA control over the terms of the Work Order.

Effective date of this Work Order: _____ Work Order Number: _____

Prepared By: _____ Approved By: _____

Project Name:	
Objective:	

SECTION A
Description of Services and/or Deliverable and Related Information

For each Service and/or Deliverable subject to this Work Order, complete the information required below. The Company agrees to provide the Services necessary to complete each Deliverable set forth below, and the total cost of the Deliverable is understood to be included the total cost of the Services to produce the Deliverable. If the Deliverable is not completed by the target completion date set forth below, the target acceptance date shall be extended on a day for day basis each day that completion of the Deliverable extends beyond the target completion date. Use a separate sheet if necessary to properly describe each Services and/or Deliverable.

Description of Services and/or Deliverable	Resources Needed	Estimate Hours to Complete	Hourly Rate	Total Cost	Target Completion Date	Target Acceptance Date
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						

SECITON B
Description of Each Deliverable's Specifications and Functionalities

Use separate sheet of paper if necessary to properly describe the specifications and functionalities of a Deliverable.

Identify Deliverable	Description of Deliverable Specifications and Functionalities
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

SECTION C: Work Order Exclusions

SECTION D: Company Responsibilities

SECTION E: City Responsibilities

SECTION F: Summary of Compensation

Section Identification	Amount of Compensation
Total Cost of Section A	$
Reimbursable Travel Expenses	
Total	

Billing and payment are dependent and conditioned on performance of the Services and/or delivery of the Deliverables set forth in this Work Order. Reimbursable travel expenses are to be included herein, and shall not exceed amount listed above

LOCATIONS: Services may be provided at the City or Company facilities.

PAYMENT TERMS: Payment is to be made after completion and Acceptance by the City of all of the Services and/or all of the Deliverables that are the subject of this Wok Order unless otherwise set forth herein.

THE PARTIES have executed this Work Order through the signatures of their respective authorized representatives.

CITY OF LAS VEGAS		**[COMPANY]**	
YOLANDA C. JONES, C.P.M., CPPO Manager, Purchasing and Contracts	Date	NAME Title	Date

CITY PROJECT MANAGER

[print name]

EXHIBIT B
ACCEPTANCE FORM TEMPLATE

This Acceptance Form is the document of record to be used for the acceptance of the performance of the Work Order, or for individual Deliverables subject to the Work Order, in connection with the EDDI Project.

Company Name: _____

Work Order Number: _____ **PO Number:** _____

Amount: **$** _____ **Invoice Number:** _____

Performance Period – Start: _____ **End:** _____

Description of Deliverable (if Deliverable is to be accepted herein): _____

Corresponding Work Order must be attached for payment.

☐ **DELIVERABLE described above which is subject to the above identified Work Order has been accepted by City of Las Vegas and APPROVED for payment.**

☐ **WORK ORDER including each Deliverable subject to the Work Order have been accepted by City of Las Vegas and APPROVED for payment.**

☐ **WORK ORDER AND/OR DELIVERABLE – Not Approved**

Reason:

CITY PROJECT MANAGER		**COMPANY**	
Name, Title	Date	Name, Title	Date

ATTACHMENT 1
CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

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"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: 3Di, INC.	**Services for:**
Address: 3 Point Drive, Suite 307 Brea, CA 92821	MSA is to provide Services relating to the Electronic Development Department Integration Project
Telephone: 714- 257-1100	**Project Number: 140201-RH (3Di)**
EIN or DUNS : TIN: 33-0647719 DUNS: 93-865-9992	

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.	Rajiv Desai, President & CEO	3 Pointe Drive, Suite 307, Brea, CA 92821	714-936-9283
2.	Mihir Desai, Vice President & CFO	3 Pointe Drive, Suite 307, Brea, CA 92821	949-254-5681
3.	Mamta Desai, Director/Shareholde	3 Pointe Drive, Suite 307, Brea, CA 92821	909-985-0421
4.	Heena Desai, Shareholder	3 Pointe Drive, Suite 307, Brea, CA 92821	714-289-9100
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: n/a

Date of Attached Document: n/a Number of Pages: n/a

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

MIHIR DESAI
Name

JANUARY 6, 2015
Date

Subscribed and sworn to before me this _____day of

_____, 2015

see attached CA jurat
Notary Public

California Jurat Certificate

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange } **s.s.**

Subscribed and sworn to (or affirmed) before me on this 6 day of January (Month),

20 15, by Mihir Desai (Name of Signer (1)) and

_____ (Name of Signer (2)), proved to me on the basis of

satisfactory evidence to be the person(s) who appeared before me.

Anastasia McManus
Signature of Notary Public

ANASTASIA McMANUS
COMM. #2079911
Notary Public · California
Orange County
My Comm. Expires Aug. 29, 2018
NRO1 NRO1

Seal

For other required information (Notary Name, Commission No. etc.)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The certificate is attached to a document titled/for the purpose of

Certificate - Disclosure of Ownership/Principals

containing _____ pages, and dated _____

Additional Information

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
○ form(s) of identification ○ credible witness(es)

Notarial event is detailed in notary journal on:

Page # ____ Entry # ____

Notary contact: _____

Other

☐ Affiant(s) Thumbprint(s) ☐ Describe: _____

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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

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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.

<table>
<tr><th>Block 1: Contracting Entity</th><th>Block 2: Description / Subject Matter of Contract</th></tr>
<tr><td>Name: INFOR (US), INC.</td><td rowspan="2">Services for:

MSA is to provide Services relating to the Electronic Development Department Integration Project</td></tr>
<tr><td>Address:
Headquarters Address:
641 Avenue of the Americas
New York, NY 10011

Operating Address:
13560 Morris Road, Suite 4100
Alpharetta, GA 30004</td></tr>
<tr><td>Telephone: 678-319-8000</td><td rowspan="2">Project Number: 140201-RH-A</td></tr>
<tr><td>EIN or DUNS : 20-3469219 (EIN)</td></tr>
</table>

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.	Infor, Inc. owns 100% of Infor (US), Inc.	13560 Morris Road, Suite 4100, Alpharetta, GA 30004	678-319-8000
2.	Charles E. Phillips, Jr., CEO	641 Avenue of the Americas, New York, NY 10011	646-336-1745
3.	Gregory M. Giangiordano, Sole Director/President	13560 Morris Road, Suite 4100, Alpharetta, GA 30004	678-319-8000
4.	Brad Steiner, Secretary	13560 Morris Road, Suite 4100, Alpharetta, GA 30004	678-319-8000
5.	Mark Henry, Treasurer	13560 Morris Road, Suite 4100, Alpharetta, GA 30004	678-319-8000
6.	Jay Hopkins, Principal Accounting Officer	13560 Morris Road, Suite 4100, Alpharetta, GA 30004	678-319-8000
7.	Nicole Anasenes, Chief Financial Officer	641 Avenue of the Americas, New York, NY 10011	646-336-1745
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: 0

Block 5: Disclosure of Ownership and Principals – Alternate

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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.

Patricia Elias
Name, Patricia Elias, Associate General Counsel

2/4/2015
Date

Subscribed and sworn to before me this 4th day of February, 2015

Elizabeth A. Hammett
Notary Public

ELIZABETH A. HAMMETT
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2016

ATTACHMENT 1
CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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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

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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.

<table>
<tr><td>Block 1: <u>Contracting Entity</u></td><td>Block 2: <u>Description / Subject Matter of Contract</u></td></tr>
<tr><td>Name: SIERRA-CEDAR, INC.</td><td rowspan="2">Services for:

MSA is to provide Services relating to the Electronic Development Department Integration Project</td></tr>
<tr><td>Address:

1255 Alderman Drive
Alpharetta, GA 30005</td></tr>
<tr><td>Telephone: 678-385-7544</td><td rowspan="2">Project Number: 140201-RH-B</td></tr>
<tr><td>EIN or DUNS : 96-274-2037</td></tr>
</table>

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.	Calvin J. Yonker	1255 Alderman Drive, Alpharetta, GA 30005	678-385-7545
2.	Brian E. Fees	1255 Alderman Drive, Alpharetta, GA 30005	678-385-7544
3.	Chris Beasley	1255 Alderman Drive, Alpharetta, GA 30005	678-389-4185
4.	Dale Coggins	1255 Alderman Drive, Alpharetta, GA 30005	678-381-8685
5.	Marlene Smith	1255 Alderman Drive, Alpharetta, GA 30005	678-385-7553
6.	Rick Riordan	1255 Alderman Drive, Alpharetta, GA 30005	678-436-8367
7.	The Sierra-Cedar Group, Inc.	1255 Alderman Drive, Alpharetta, GA 30005	678-385-7540
8.	Golden Gate Capital, LLC as registered investment advisor only to the various Golden Gate institutional private equity funds which collectively hold the majority indirect beneficial ownership interest in Sierra-Cedar, Inc.	One Embarcadero Center, 39th Floor San Francisco, CA 94111	415-983-2700
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: 0

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: N/A

Date of Attached Document: _____ Number of Pages: 0

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 Calvin J. Yonker

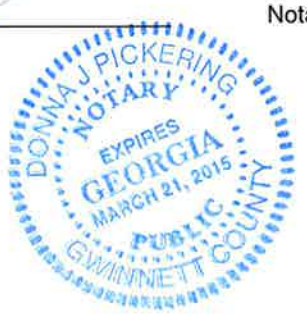
February 3, 2015
Date

Subscribed and sworn to before me this 3rd day of

February, 2015

Donna J Pickering

Notary Public



ATTACHMENT 1
CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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2. Policy

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4. Incorporation

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<table>
<tr><th>Block 1: <u>Contracting Entity</u></th><th>Block 2: <u>Description / Subject Matter of Contract</u></th></tr>
<tr><td>Name: Bentley Systems, Incorporated</td><td rowspan="2">Services for:

MSA is to provide Services relating to the Electronic Development Department Integration Project</td></tr>
<tr><td>Address:

Corporate Headquarters
685 Stockton Drive
Exton, PA 19341, United States</td></tr>
<tr><td>Telephone: 610 458 5000</td><td rowspan="2">Project Number: 140201-RH-E</td></tr>
<tr><td>EIN or DUNS : 95-3936623</td></tr>
</table>

Block 3: <u>Type of Business</u>

☐ 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.	Keith A. Bentley, EVP & Chief Technology Officer, Board of Directors	685 Stockton Dive, Exton, PA 19341	610 458 5000
2.	Barry J. Bentley, EVP, Board of Directors	685 Stockton Dive, Exton, PA 19341	610 458 5000
3.	Gregory S. Bentley, CEO, President, Chairman of the Board	685 Stockton Dive, Exton, PA 19341	610 458 5000
4.	Raymond B. Bentley, Executive Vice President	685 Stockton Dive, Exton, PA 19341	610 458 5000
5.	David Nation, SVP Corp Affairs, General Counsel, Secretary	685 Stockton Dive, Exton, PA 19341	610 458 5000
6.	Richard P. Bentley	212 High Street Pottstown, PA 19464	NA
7.	Ted Lamboo, SVP	Spicalaan 37 Hoofddorp NH 2132 JG Netherlands	+3123 5560 560
8.	Kirk Griswold, Board of Directors	950 West Valley Rd. Suite 2900, Wayne, PA 19087	NA
9.	Malcolm S. Walter, COO, SVP	685 Stockton Drive, Exton, PA 19341	610 458 5000
10.	David Hollister, SVP, CFO, Treasurer	685 Stockton Drive, Exton, PA 19341	610 458 5000

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

Block 5: Disclosure of Ownership and Principals – Alternate

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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.

David Shaman, VP, Deputy General Counsel, Assist Secretary
Name

February 3, 2015
Date

Subscribed and sworn to before me this 3rd day of February, 2015

Laurie L. Moyer
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
LAURIE L MOYER
Notary Public
UWCHLAN TWP., CHESTER CNTY
My Commission Expires Oct 22, 2017

"Disclosure of Ownership/Principals – Continuation"

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
11.	Bhupinder Singh, SVP Bentley Software	685 Stockton Drive, Exton, PA 19341	610 458 5000

ATTACHMENT 1
CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

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<table>
<tr><th>Block 1: Contracting Entity</th><th>Block 2: Description / Subject Matter of Contract</th></tr>
<tr><td>Name: TruePoint Solutions</td><td rowspan="2">Services for:

MSA is to provide Services relating to the Electronic Development Department Integration Project</td></tr>
<tr><td>Address:

774 Mays Blvd, 10-377
Incline Village, NV 89451</td></tr>
<tr><td>Telephone: 916-259-1293 x 202</td><td rowspan="2">Project Number: 140201-RH-C</td></tr>
<tr><td>EIN or DUNS : FEIN 45-0641023</td></tr>
</table>

<table>
<tr><td>Block 3: Type of Business

☐ Individual ☐ Partnership ☒ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:</td></tr>
</table>

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.	Kent Johnson	774 Mays Blvd, 10-377 Incline Village, NV 89451	916-259-1293 x202
2.	Robert Strouse	3262 Penryn Road, Loomis, Ca 95650	916-259-1293
3.	Keith Hobday	3262 Penryn Road, Loomis, Ca 95650	916-259-1293
4.	Don Hunsinger	3262 Penryn Road, Loomis, Ca 95650	916-259-1293
5.			
6.			
7.			
8.			
9.			
10.			

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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.

Kent Johnson
Name

12-30-14
Date

Subscribed and sworn to before me this 30TH day of DECEMBER, 2015

Notary Public

MATTHEW R. COHAGAN
Commission # 1972850
Notary Public - California
Placer County
My Comm. Expires Mar 22, 2016

City of Las Vegas Agenda Item No.: **27.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
For possible action to approve revision to Purchase Orders for 2015 Fleet and Marshal Vehicles using the State of Nevada Contracts for Fleet and Police Vehicles - Departments of Operations and Maintenance and Fire and Rescue - Award recommended to: JONES WEST FORD, FORD COUNTRY and CHAMPION CHEVROLET ($350,000 - Automotive Operations Internal Service Fund and Fire Services Capital Projects Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $350,000
Funding Source: Automotive Operations ISF and Fire Services CPF
Dept./Division: Operations and Maintenance and Fire and Rescue

PURPOSE/BACKGROUND:
On January 21, 2015 City Council approved award of purchase orders for 2015 Fleet and Marshal vehicles to replace those at end of life. This revision provides for additional vehicles for replacement, and additional new vehicles to accommodate increased staffing needs. Jones West Ford, Ford Country and Champion Chevrolet are all located in Nevada.

PCC: R. Fischer
POC: Bill Fletcher, Jones West Ford - (775) 829-3207
Tom Craddock, Ford Country - (702) 558-8064
Ziggy Terelak, Champion Chevrolet - (775) 334-6522

RECOMMENDATION:
That City Council approve revision to Purchase Orders for 2015 Fleet and Marshal Vehicles using the State of Nevada Contracts for Fleet and Police Vehicles to Jones West Ford, Ford Country and Champion Chevrolet in the amount of $350,000, bringing the total Purchase Order amount to $1,325,000.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:

For possible action to approve a Lease Agreement between the City of Las Vegas and the Las Vegas-Clark County Library District for the City's use of the annex space within the library facility located at 833 Las Vegas Boulevard North - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:

The District agreed to make available to the City the use of its facilities pursuant to the Memorandum of Understanding (MOU) dated June 24, 2010. The City plans to utilize space within the facility located at 833 Las Vegas Boulevard North and to sublease with the Las Vegas Natural History Museum for storage of exhibits, research and collections operations subject to the requirements of the MOU and the terms of the Lease Agreement.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Lease Agreement
2. Memorandum of Understanding dated June 24, 2010

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease"), by and between the City of Las Vegas, a municipal corporation of the State of Nevada ("City") and the Las Vegas-Clark County Library District, a political subdivision of the state of Nevada ("District") and individually and collectively referred herein as the "Party" and "Party", respectively, is effective on the later of the date ("Effective Date") approved by the City of Las Vegas City Council ("Council") or the Las Vegas-Clark County Library District Board of Trustees ("Board"), as long as approval by one is within sixty (60) days of approval by the other.

RECITALS

WHEREAS, City and District have entered into that certain Memorandum of Understanding dated June 24, 2010, concerning the use of buildings or facilities owned by District as part of an overall settlement of a dispute between the Parties; and

WHEREAS, pursuant to the terms of the MOU, District agreed to make available to City the use of its buildings or facilities if so requested by City, and such building or facility was not needed by District and was available for use by City, subject to the requirements of the MOU and the terms and conditions of the Lease Agreement.

NOW, THEREFORE, in consideration of the Recitals above the mutual covenants contained in this Lease Agreement, the Parties agree as follows:

AGREEMENT

1. DESCRIPTION OF PREMISES. District hereby leases to City, and City hereby leases from District, a portion of District owned building located at 833 Las Vegas Boulevard North, Las Vegas, Nevada, which is more fully described as follows: Las Vegas Library Annex consisting of the first and second floors (the "Leased Property").

2. TERM. The Lease Agreement shall begin on the effective date and terminate upon District's completion of construction and official move to District's new facility located at 2601 Sunrise Avenue, Las Vegas, Clark County, Nevada, and no later than ninety (90) days after substantial completion of District's new library or on January 31, 2018, whichever occurs first (the "Term").

3. RENT. During the term of this Lease Agreement, the use and occupancy of the Leased Property shall be free of any rental fee or lease charge imposed by District.

4. USE OF LEASED PREMISES. Concurrent with the execution of this Lease Agreement, City will enter into a sublease ("Sublease") with the Las Vegas Natural History Museum ("Museum"). Museum's use of the Leased Property shall be limited to the storage of exhibits, research and collections operations. City shall restrict its use to such purpose, and shall not use or permit the use of the Leased Property for any other purpose without the prior written consent of District.

5. RESTRICTIONS ON USE.

A. City shall not use the Leased Property in any manner that will increase risks covered by insurance on the Leased Property and that results in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of City's business purpose.

B. City shall not keep, use or sell anything prohibited by any policy of fire insurance covering the Leased Property, and shall comply with all requirements of the insurers applicable to the Leased Property necessary to keep in force the fire and liability insurance. District agrees to inform City

of the existence of any such requirements.

C. District may terminate this Lease Agreement upon receipt of ninety (90) days written notice to City if the Interlocal Agreement between City and District for the transfer of land located at 2601 Sunrise Avenue, Las Vegas, Clark County, Nevada is not executed by the Parties.

6. WASTE, NUISANCE, OR UNLAWFUL ACTIVITY. City shall not allow any waste or nuisance on the Leased Property or use or allow the Leased Property to be used for any unlawful purpose.

7. UTILITIES. City shall arrange and pay for all utilities, on a prorated basis, furnished to the Leased Property for the term of this Lease Agreement, including, but not limited to, electricity, gas and water. City shall be responsible for the telephone service. District does not guarantee uninterrupted utility services, including without limitation, HVAC, including interruptions caused by utility outages and/or equipment failures.

8. REPAIRS AND MAINTENANCE. City shall maintain the Leased Property and keep them in good repair at its expense, except that side and rear exterior walls and the roof will be maintained in good condition by District. District shall maintain and repair the windows, doors, skylights, adjacent sidewalks, the building front, and interior walls unless City has agreed in writing to assume responsibility for such items. Notwithstanding the foregoing, the City shall be responsible to repair any damage that is a result of any action by the City, negligent or otherwise.

9. FACILITY SECURITY. City shall be responsible for any security costs associated with use of the interior area within the Leased Property. District is responsible for security to the exterior of the Leased Premises.

10. FACILITY CLEANING. City shall be responsible for any janitorial costs associated with the use of the Leased Property.

11. DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES.

A. District represents that the Leased Property are in fit condition for use by City. Acceptance of the Leased Property by City shall be construed as recognition that the Leased Property are in a good state of repair and in sanitary condition, excluding therefrom any latent defects or conditions which would not be discernible by a reasonable inspection of the Leased Property prior to occupancy by City. If a latent defect or condition is discovered by City subsequent to occupancy thereof, District shall be responsible for such repair or remediation, and if the repair or remediation is determined by District to be too expensive, City shall have the right to vacate the Leased Premises or to waive the repair or remediation of the latent defect or condition.

B. City shall surrender the Leased Property at the end of the lease term, or any renewal of such term, in the same condition as when City took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms. Before delivery, City shall remove all business signs placed on the Leased Property by City and restore the portion of the Leased Property on which they were placed in the same condition as when received.

12. LIABILITY & INDEMNITY / INSURANCE.

A. Each Party hereto shall carry commercial general liability insurance, or shall self-insure, in accordance with Nevada Revised Statutes. Such insurance shall be written by a company licensed by the state of Nevada, and shall respond in tort in accordance with NRS Chapter 41. Each Party shall also maintain protection, insurance or approved self-insurance, for liability arising in other legal jurisdictions, including federal courts, in which the statutory tort caps of NRS Chapter 41 would not apply.

B. Each Party shall be responsible for its own negligence subject to the limitations on liability provided under Nevada Revised Statutes, Chapter 41, and to the same degree, shall hold harmless and indemnify the other Party, its governing board, individual members thereof, and/or all employees for any and all losses, damages, harm, liability, cost or expense, financial or otherwise, resulting or arising from, during, or as a result of the activities involving this Agreement. Each Party agrees to protect, defend, indemnify, save and hold harmless the other Party's governing board, its officers, employees and agents, harmless from any and all claims, causes of action, liability, damages or attorney fees, and any and all costs arising from their actions with respect to this Agreement whether those actions were performed by its governing board, its officers, employees and/or agents.

C. During the Term, City at its sole expense, shall provide insurance for City's personal property located upon the Leased Property to insure against loss by fire, vandalism, malicious mischief and normal extended covered risks in an amount not less than Two Million Dollars ($2,000,000). City, at its sole discretion, may self-insure its personal property located upon the Leased Property; however, City shall assume any and all risk of loss, except for loss cause by District's gross negligence or willful misconduct.

13. SIGNS, AWNINGS, AND MARQUEES INSTALLED BY CITY. City shall not construct or place signs, awnings, marquees or other structures projecting from the exterior of the Leased Property without the prior, express and written consent of District.

14. ALTERATIONS, ADDITIONS AND IMPROVEMENTS. At any time during the Term, City, subject to the prior written approval of District and at the expense of City, may make alterations, additions or improvements in and to the Leased Property. No alterations, additions or improvements shall be authorized for the exterior of the Premises. 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 or lessen the value of the Leased Premises.

All alterations, additions or improvements that may be erected or installed in or to the Leased Property shall become part thereof and the sole property of District, except that all moveable fixtures that may be installed by City shall be and remain its or their property and shall not become the property of District if it is removed in a timely manner after abandonment or surrender of the Leased Premises.

15. ASSIGNMENT, SUBLEASE, OR LICENSE. Concurrent with the execution of this Lease Agreement, City shall enter into a sublease with Museum solely for the use contemplated in Section 4 above. District hereby consents to Sublease, which shall be subject to all the terms and conditions herein. District reserves the right to review the terms and conditions of the Sublease between City and the Natural History Museum. District's approval of the Sublease shall not be unreasonably conditioned, delayed or withheld. Any request for any other assignment, sublease or license shall be submitted to District for its review and approval.

16. BREACH. The failure of City to comply with each and every term and condition of this Lease Agreement shall constitute a breach of this Lease Agreement. City shall have thirty (30) days after receipt of written notice from District of any breach to correct the conditions specified in the notice. If the corrections cannot be made within the aforementioned period, City shall have a reasonable time to correct the default if action is commenced by City within the aforementioned period days after receipt of the notice and diligently proceeds to correct the default. City shall have seven (7) days after receipt of written notice from District to correct any breach to life/health safety and security issues.

17. REMEDIES OF DISTRICT FOR BREACH BY CITY. District shall have the following remedies in addition to its other rights and remedies in the event City breaches this Lease Agreement and fails to make corrections as set forth in Section 15 above.

A. District may reenter the Leased Property immediately and remove the property and personnel of City, store the property in a public warehouse or at a place selected by City, at the expense of District.

B. After re-entry, District may terminate this Lease Agreement by giving one hundred twenty (120) day's written notice of termination to City. Without such notice, reentry will not terminate this Lease Agreement.

18. WAIVERS. Waiver by District of any breach of any covenant or duty of City under this lease is not a waiver of a breach of any other covenant or duty of City, or of any subsequent breach of the same covenant or duty.

19. GOVERNING LAW. It is agreed that this Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nevada.

20. ENTIRE AGREEMENT. This Lease Agreement shall constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement, shall not be binding upon either Party except to the extent incorporated in this Lease Agreement.

21. MODIFICATION OF LEASE AGREEMENT. Any modification of this Lease Agreement or any additional obligation assumed by either Party in connection herewith shall be binding only if evidenced in writing signed by each Party or any authorized representative of each Party.

22. NOTICES. Any notice permitted or required under this Lease Agreement shall be in writing, and shall be deemed to have been given when (i) received by the Party to whom the notice is directed hand delivery or personal service, (ii) transmitted telephonically by facsimile with confirmation of such transmission, or (iii) sent by United States mail via certified mail, return receipt requested, to the Party at the following address:

For City: Attn: Real Estate Administrator
City of Las Vegas
Department of Operations and Maintenance
333 North Rancho Drive, 8th Floor
Las Vegas, Nevada 89106
(702) 229-1022 • Fax: (702) 464-2522

with copy to: Attn: Scott Adams, Deputy City Manager
Department of City Manager
495 S. Main Street, 7th Floor
Las Vegas, NV. 89101
(702) 229-6501 • Fax: (702) 388-1807

To District: Attn: Office of the Executive Director

Las Vegas-Clark County Library District

7060 W. Windmill Lane

Las Vegas, Nevada 89113

(702) 507-6186 • Fax: (702) 507-6187

23. Counterparts. This Lease Amendment 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.

[*Left Blank Intentionally and Signatures on Next Page*]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Agreement on the date and year set forth above.

CITY OF LAS VEGAS
"City"

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

By: _____
Beverly K. Bridges, MMC, City Clerk

APPROVED AS TO FORM:

John S. Ridilla
Deputy City Attorney

By: John S. Ridilla 1/28/15
Deputy City Attorney Date

Date of City Council Approval: _____

LAS VEGAS CLARK COUNTY
LIBRARY DISTRICT
"District"

By: _____
Dr. Ronald R. Heezen, Executive Director

APPROVED AS TO FORM:

By: _____
Gerald M. Welt — Date
Counsel for Las Vegas Clark County
Library District Counsel

Date of Board of Trustees Approval: _____

MEMORANDUM OF UNDERSTANDING CONCERNING SETTLEMENT, RELEASE OF LIABILITY AND FUTURE USE OF LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT BUILDING AND FACILITIES BY THE CITY OF LAS VEGAS

THIS MEMORANDUM OF UNDERSTANDING CONCERNING SETTLEMENT, RELEASE OF LIABILITY AND FUTURE USE OF LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT BUILDING AND FACILITIES ("MOU") is made and entered into this 24 day of June, 2010, by and between the City of Las Vegas (the "City"), a municipal corporation within the State of Nevada, and the Las Vegas-Clark County Library District, a political subdivision of the State of Nevada (the "District").

RECITALS

WHEREAS, the City and the District entered into the Lease Agreement (the "1986 Lease Agreement") dated February 19, 1986, whereby the City, as the owner of the real property commonly known as the Reed Whipple Baseball Fields, agreed to lease such property to the District for the purpose of permitting the construction of a library and a hands-on children museum for use by the public; and

WHEREAS, as one of the obligations set forth therein, the District assumed responsibility for all of the utility connections which were necessary for the operation of the library and museum, including paying all of the expenses incurred in the use of such utilities; and

WHEREAS, as a result of an internal audit in 2008, the City discovered that one of the power meters, which measures the electrical power being provided to and for the benefit of the library and museum, had not been transferred into the name of the District as required under the Lease Agreement; and

WHEREAS, for a period of years, the City has been charged for and has erroneously paid the cost of certain electrical power provided to and for the benefit of the library and museum; and

WHEREAS, the parties hereto, after a considerable period of arms length negotiations through their respective representatives, have agreed to resolve the Claim (defined under Section 1.01 below) that the City may have against the District; and

WHEREAS, with the execution this MOU, the parties hereto desire to set forth their respective obligations and understanding concerning the resolution of the Claim, and to dispose of the Claim in the manner set forth below, and to maintain in effect between the parties the terms, conditions, and obligations of the 1986 Lease Agreement.

NOW, THEREFORE, in view of the premises set forth above, and the mutual consideration set forth below, the parties hereto agree as follows:

I
SETTLEMENT AND RELEASE OF CLAIM

Section 1.01. Payment of Settlement Consideration. In consideration of the release of liability by the City set forth in Section 1.02 below, the District agrees to make payment to the City in the amount of Fifty Thousand Dollars ($50,000) (the "Settlement Amount"). The Settlement Amount constitutes the final and complete amount payable by the District to the City for any and all, actual or potential, claims that the City may have against the District arising from, or related to, the District's transfer of the electrical meter into the name of the District, which inadvertent omission resulted in the City's payment of the cost for the electrical power provided to and for the benefit of the library and museum for a certain period of time (the "Claim). The District shall pay the Settlement Amount within ten (10) calendar days after receipt of a payment request from the City.

Section 1.02. Release of Liability. In consideration for the payment of the Settlement Amount required pursuant to Section 1.01 above, the City hereby releases the District, its officers and employees, from any and all liability related to the Claim. The City hereby acknowledges that it understands and agrees to the legal effect and significance of the release of the Claim granted herein to the District. The release granted herein shall not extend to any future claims that the City may have under the 1986 Lease Agreement against the District for failing to perform its obligations thereunder.

II
FUTURE USE OF DISTRICT FACILITIES

Section 2.01 Additional Non-Monetary Settlement Consideration. The District hereby acknowledges that it intends in the future, subsequent to the execution of this MOU, to vacate various buildings and facilities (the Building or Facilities) owned by the District within the corporate limits of the City as part of its plan to consolidate services into that building commonly known and referred to as the "Service Center." The Service Center is located at 7060 W. Windmill Lane, Las Vegas, NV 89113, and is scheduled to be completed on or about February 17, 2011.

With the completion of the Service Center, the parties hereto acknowledge that various Buildings and Facilities, or the space therein, may become available for use by the City. Consequently, in addition to the payment of the Settlement Amount set forth in Section 1.01 above, and as additional consideration for the release of liability set forth in Section 1.02 above, the District agrees to make available the Building or Facility, or portion thereof, as may be requested for use by the City pursuant to the provision of Section 3.02 below.

III
MISCELLANEOUS TERMS

Section 3.01 Term. The right and option granted by the District to the City pursuant to Section 2.01 above shall remain in effect for a period of 10 years (the "Term") unless otherwise terminated as provided herein. Prior to the expiration of the Term, each party shall have the right to terminate this MOU with sixty (60) notice to the other party provided pursuant to Section 3.07 below, except the District's right of termination granted herein is condition upon and subject to

the City agreeing to accept monetary or other some other form of compensation as consideration for the early termination of this MOU by the District.

Section 3.02 Notification. From time to time during the Term, the City shall have the right to notify the District in writing of the need for a Building or Facility, or portion thereof, owned by the District. Such notification may identify the particular Building or Facility, or portion thereof, that is needed if such is known to the City, or request the District to describe the Building or Facility, or portion thereof, which would be available to meet the needs of the City.

Within 30 days after receipt of such written notice from the City, the District agrees to notify the City in writing pursuant to Section 3.07 below that the Building or Facility, or portion thereof, is available for use by the City, or to describe the Building or Facility, or portion thereof, which would be available to best meet the needs of the City. The City shall have 30 days after receipt thereof to notify the District in writing pursuant to Section 3.07 below that it intends to exercise its right to use the Building or Facility, or portion thereof, as authorized pursuant to this MOU.

Section 3.03 Use of Building. In the event it elects to exercise the right and option granted under Section 2.01, the City agrees that the Building or Facility, or portion thereof, used by the City pursuant to this MOU will be used only for cultural events, recreational activities, artistic displays, educational classes, administrative functions or similar uses proposed by the City and approved by the District, which approval shall not be unreasonably withheld.

Section 3.04 Tenant Improvements. The City assumes responsibility for any tenant improvements which need to be made to the Building or Facility, or portion thereof, to be used by the City pursuant to this MOU.

Section 3.05 Available Space Limitation. At no time during the existence of this MOU shall the total amount of square footage of Building or Facility, or portion thereof, used by the City exceed 8,300 square feet, unless otherwise agreed to in writing by the District.

Section 3.06 Payment of Rent. For any Building or Facility, or portion thereof, used by the City pursuant to this MOU, the District agrees that such use shall be without any lease or rental fee or charge to the City.

Section 3.07 Lease Agreement. At such time as the City elects to exercise the right and option granted under Section 2.01 above, the parties hereto agree to enter into the Lease Agreement substantially in the form of Exhibit A attached hereto and incorporated herein as a part of this MOU. As required pursuant to Section 3.05 above, the Lease Agreement shall reflect that the Building or Facility, or portion thereof, requested by the City is to be used free any lease or rental payments to the District, and indemnification requirements on the part of the City.

The Parities will address on a use by use basis such issues as the period of use of the Building or Facility, or portion thereof, by the City, and which party is responsible for utilities (water, gas, electric, telephone, etc.), security, repairs, maintenance or similar issues, and the agreement reached between the Parties on such issues shall be reflected in the Lease Agreement.

Section 3.08 Notices. Any notice permitted or required under this MOU shall be in writing, and shall be deemed to have been given when (i) received by the party to whom the notice is

directed hand delivery or personal service, (ii) transmitted telephonically by facsimile with confirmation of such transmission, or (iii) sent by United States mail via certified mail, return receipt requested, to the party at the following address:

For the City: Office of the City Manager
City of Las Vegas
8th Floor – City Hall Complex
400 Stewart Avenue
Las Vegas, Nevada 89101
Tel: 702-229-6501 Fax 702-388-1807

For the District: Office of Executive Director
Las Vegas-Clark County Library District
833 Las Vegas Boulevard North
Las Vegas, Nevada 89101
Tel: 702-507-3611 Fax: 702-507-3609

The parties shall provide written notification of any change in the addresses or the fax numbers set forth above.

Section 3.09 1986 Lease Agreement. Nothing set forth herein shall amend the terms, conditions, covenants and obligations of the parties hereto as set forth in the 1986 Lease Agreement.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duty authorized representative the day and year first above written.

CITY OF LAS VEGAS

By: Elizabeth N. Fretwell 6-17-10
Elizabeth N. Fretwell, Date
City Manager

ATTEST:

By: Beverly K Bridges 7/1/10
Beverly K. Bridges, MMC Date
City Clerk

Approved as to form:

Robert S. Sylvain 6-10-10
Robert S. Sylvain, Date
Deputy City Attorney

LAS VEGAS-CLARK COUNTY LIBRARY DISTRICT

By: _____

Title: Executive Director

Date: 6-24-10

EXHIBIT "A" TO THE MEMORANDUM OF UNDERSTANDING

LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into this _____ day of _____, 20__, between the Las Vegas-Clark County Library District ("Lessor"), a political subdivision of the State of Nevada, having its principal place of business at 833 Las Vegas Boulevard North, Las Vegas, Nevada, and City of Las Vegas ("Lessee"), a municipal corporation organized under the laws of the State of Nevada, having its principal place of business at 400 Stewart Avenue, Las Vegas, Nevada.

RECITALS

WHEREAS, Lessor and Lessee have entered into that certain Memorandum of Understanding dated _____ concerning the use of buildings or facilities owned by Lessor as part of an overall settlement of a dispute between the parties hereto, and

WHEREAS, pursuant to the terms of the MOU, Lessor agreed to make available to Lessee the use of its buildings or facilities if so requested by Lessee, and such building or facility was not needed by Lessor and was available for use by Lessee, subject to the requirements of the MOU and the terms and conditions of the Lease Agreement.

NOW, THEREFORE, in light of the premises above, and in consideration of the mutual covenants contained in this Lease Agreement, the parties agree as follows:

1. DESCRIPTION OF PREMISES. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the building or facility, or the space therein, whichever is described herein, owned by the District and located at _____, Las Vegas Nevada, which is more fully described as follows:_____(the "Leased Property").

2. TERM. The term of this Lease Agreement is _____ (____) years, beginning on _____, and terminating on _____, at _____.

3. RENT. During the term of this Lease Agreement, the use and occupancy of the Leased Property shall be free of any rental fee or lease charge imposed by Lessor.

4. USE OF PREMISES. The Leased Property is to be used for the purpose of _____. Lessee shall restrict its use to such purpose, and shall not use or permit the use of the Leased Property for any other purpose without the prior written consent of Lessor, or its authorized representative.

5. RESTRICITONS ON USE.

A. Lessee shall not use the Leased Property in any manner that will increase risks covered by insurance on the Leased Property and result in an increase in the rate of insurance or

a cancellation of any insurance policy, even if such use may be in furtherance of Lessee's business purpose.

B. Lessee shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the Leased Property, and shall comply with all requirements of the insurers applicable to the Leased Property necessary to keep in force the fire and liability insurance. Lessor agrees to inform the Lessee of the existence of any such requirements.

6. WASTE, NUISANCE, OR UNLAWFUL ACTIVITY. Lessee shall not allow any waste or nuisance on the Leased Property, or use or allow the Leased Property to be used for any unlawful purpose.

7. UTILITIES. [Lessor or Lessee] shall arrange and pay for all utilities furnished to the Leased Property for the term of this Lease Agreement, including, but not limited to, electricity, gas, water, sewer, and telephone service unless otherwise agreed in writing between the parties.

8. REPAIRS AND MAINTENANCE. [Lessor or Lessee] shall maintain the Leased Property and keep them in good repair at its expense, except that side and rear exterior walls and the roof will be maintained in good condition by Lessor. Lessor shall maintain and repair the windows, doors, skylights, adjacent sidewalks, the building front, and interior walls unless Lessee has agreed in writing to assume responsibility for such items.

9. FACILITY SECURITY. [Lessor or Lessee] shall be responsible for any security costs associated with use of the Leased Property.

10. FACILITY CLEANING. [Lessor or Lessee] shall be responsible for any cleaning costs associated with use of the Leased Property.

11. DELIVERY, ACCEPTANCE, AND SURRENDER OF PREMISES.

A. Lessor represents that the Leased Property are in fit condition for use by Lessee. Acceptance of the Leased Property by Lessee shall be construed as recognition that the Leased Property are in a good state of repair and in sanitary condition, excluding therefrom any latent defects or conditions which would not be discernible by a reasonable inspection of the Leased Property prior to occupancy by Lessee. If a latent defect or condition is discovered by Lessee subsequent to occupancy thereof, Lessor shall be responsible for such repair or remediation, and if the repair or remediation is determined by Lessor to be too expensive, Lessee shall have the right to vacate the Leased Premises, or to waive the repair or remediation of the latent defect or condition.

B. Lessee shall surrender the Leased Property at the end of the lease term, or any renewal of such term, in the same condition as when Lessee took possession, allowing for reasonable use and wear, and damage by acts of God, including fires and storms. Before delivery, Lessee shall remove all business signs placed on the Leased Property by Lessee and restore the portion of the Leased Property on which they were placed in the same condition as when received.

12. SIGNS, AWNINGS, AND MARQUEES INSTALLED BY LESSEE. Lessee shall not construct or place signs, awnings, marquees, or other structures projecting from the exterior of the Leased Property without the prior, express, and written consent of Lessor.

13. ASSIGNMENT, SUBLEASE, OR LICENSE. Lessee shall not assign or sublease the Leased Property, or any right or privilege connected with the Leased Property, or allow any other person except agents and employees of Lessee to occupy the Leased Property or any part of the Leased Property without first obtaining the written consent of Lessor. Such consent by Lessor shall not be consent to a subsequent assignment, sublease or occupancy by other persons.

14. BREACH. The failure of Lessee to comply with each and every term and condition of this Lease Agreement shall constitute a breach of this Lease Agreement. Lessee shall have ____ (___) days after receipt of written notice from Lessor of any breach to correct the conditions specified in the notice. If the corrections cannot be made within the aforementioned period, Lessee shall have a reasonable time to correct the default if action is commenced by Lessee within the aforementioned period days after receipt of the notice and diligently proceeds to correct the default.

15. REMEDIES OF LESSOR FOR BRACH BY LESSEE. Lessor shall have the following remedies in addition to its other rights and remedies in the event Lessee breaches this Lease Agreement and fails to make corrections as set forth in Section 12 above.

A. Lessor may reenter the Leased Property immediately and remove the property and personnel of Lessee, store the property in a public warehouse or at a place selected by Lessee, at the expense of Lessee.

B. After reentry, Lessor may terminate this Lease Agreement on giving ____ (___) days' written notice of termination to Lessee. Without such notice, reentry will not terminate this Lease Agreement.

16. WAIVERS. Waiver by Lessor of any breach of any covenant or duty of Lessee under this lease is not a waiver of a breach of any other covenant or duty of Lessee, or of any subsequent breach of the same covenant or duty.

17. GOVERNING LAW. It is agreed that this Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Nevada.

18. ENTIRE AGREEMENT. This Lease Agreement shall constitute the entire agreement between the parties. Any prior understanding or representation of any kind preceding the date of this Lease Agreement, shall not be binding upon either party except to the extent incorporated in this Lease Agreement.

19. MODIFICATION OF AGREEMENT. Any modification of this Lease Agreement, or any additional obligation assumed by either party in connection herewith shall be binding only if evidenced in writing signed by each party or any authorized representative of each party.

18. NOTICES. Any notice permitted or required under this MOU shall be in writing, and shall be deemed to have been given when (i) received by the party to whom the notice is directed hand delivery or personal service, (ii) transmitted telephonically by facsimile with confirmation of such transmission, or (iii) sent by United States mail via certified mail, return receipt requested, to the party at the following address:

For Lessee: Office of the City Manager
City of Las Vegas
8th Floor – City Hall Complex
400 Stewart Avenue
Las Vegas, Nevada 89101
Tel: 702-229-6501
Fax: 702-388-1807

For Lessor: Office of Executive Director
Las Vegas-Clark County Library District
833 Las Vegas Boulevard North
Las Vegas, Nevada 89101
Tel: 702-507-3611
Fax: 702-507-3609

The parties shall provide written notification of any change in the addresses or the fax numbers set forth above.

IN WITNESS WHEREOF, each party to this Lease Agreement has caused it to be executed on the date indicated below.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a New Alcohol Beverage Caterer License DOWNTOWN LAS VEGAS EVENTS CENTER, LLC dba DOWNTOWN LAS VEGAS EVENTS CENTER at 200 South Third Street - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action for a New Alcohol Beverage Caterer License.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 18, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a New Alcohol Beverage Caterer License DOWNTOWN LAS VEGAS EVENTS CENTER, LLC dba DOWNTOWN LAS VEGAS EVENTS CENTER at 200 South Third Street

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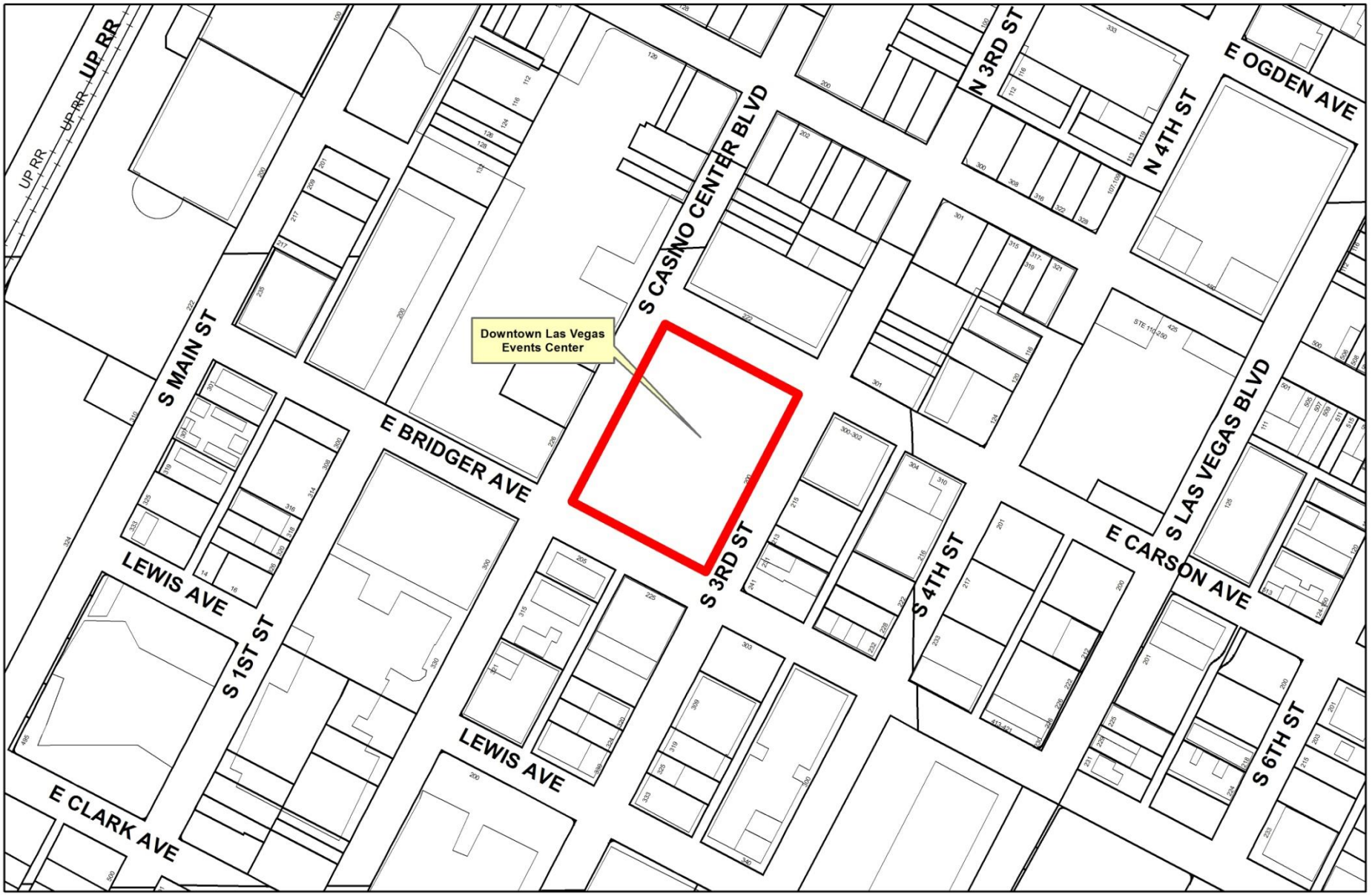
OWNERSHIP:

DOWNTOWN LAS VEGAS EVENTS CENTER, LLC
Derek J. Stevens, Manager
Derek J. Stevens Trust, Member
Derek J. Stevens, Trustee
Gregory J. Stevens Trust, Member
Gregory J. Stevens, Trustee



Downtown Las Vegas Events Center
200 South Third Street
Ward 3

Legend

CITY LIMITS

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: Thursday, January 15, 2015

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Non-Operational Package Liquor License for a Change of Ownership FROM: NEVADA CVS PHARMACY, LLC TO: WARM SPRINGS ROAD, CVS, LLC dba CVS PHARMACY #8823 at 6150 West Lake Mead Boulevard - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action for a Non-Operational Package Liquor License for a Change of Ownership.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 18, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a Non-Operational Package Liquor License for a Change of Ownership FROM: NEVADA CVS PHARMACY, LLC TO: WARM SPRINGS ROAD, CVS, LLC dba CVS PHARMACY #8823 at 6150 West Lake Mead Boulevard

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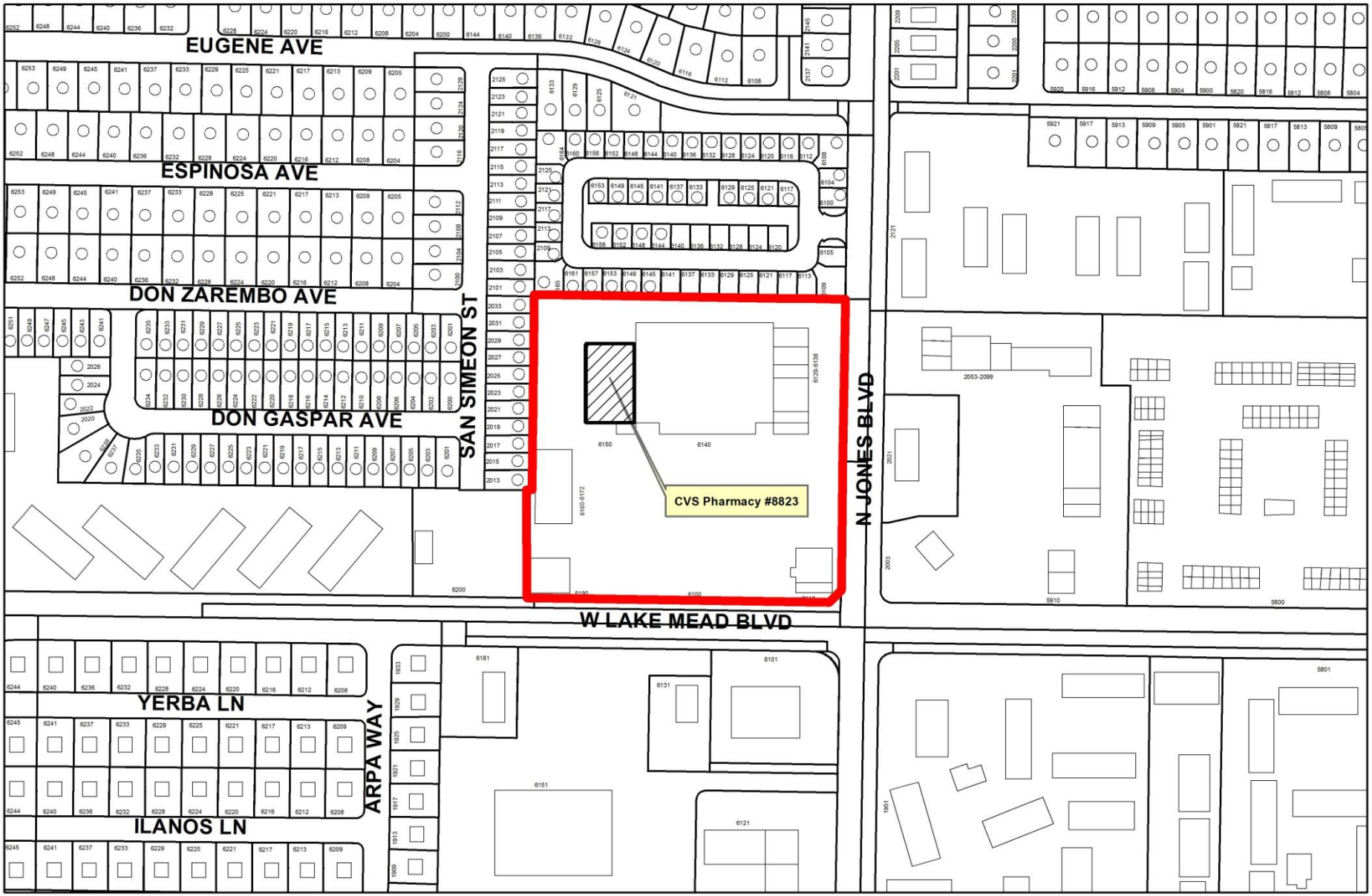
OWNERSHIP:

WARM SPRINGS ROAD, CVS, LLC
Thomas Moffaitt, President, Secretary, Treasurer
Carol Denale, Vice President
Linda Cimbron, Assistant Secretary
Melanie Luker, Assistant Secretary
CVS Pharmacy, Inc., Managing Member
CVS Caremark Corporation, Parent Company



CVS Pharmacy #8823
6150 West Lake Mead Boulevard
Ward 5

Legend

CITY LIMITS

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: Thursday, January 15, 2015

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Temporary for a New Beer/Wine/Cooler On-Sale License, ROSA DIAZ, LLC dba 7 MARES MEXICAN RESTAURANT at 2000 East Charleston Boulevard [Enrique Diaz, Managing Member] - Ward 3 (Coffin)

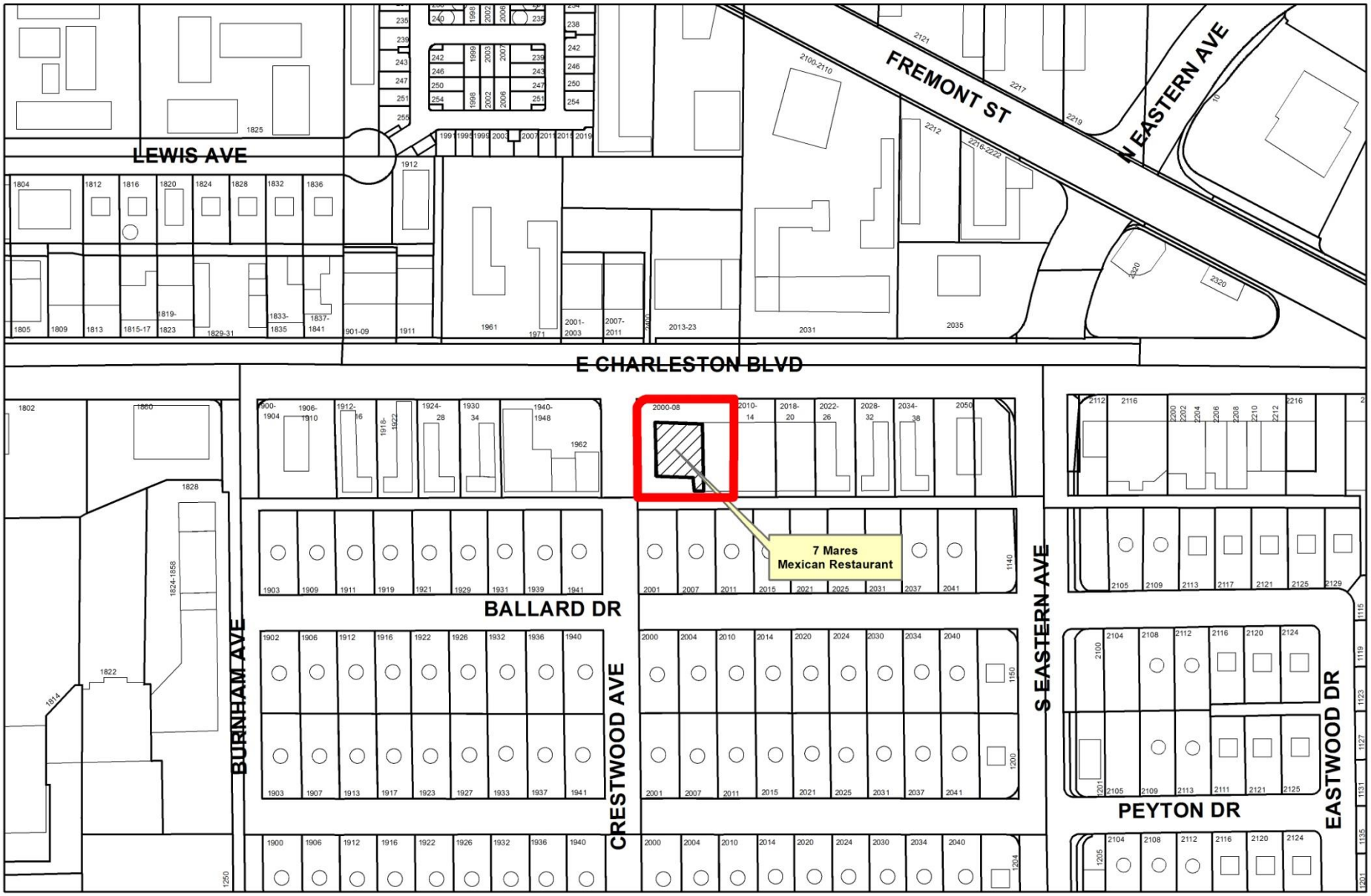
Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action of a Temporary for a New Beer/Wine/Cooler On-Sale License.

RECOMMENDATION:
Recommend approval of a temporary for a new beer/wine/cooler on-sale license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
Location Map



7 Mares Mexican Restaurant
2000 East Charleston Boulevard
Ward 3

Legend

CITY LIMITS

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: Wednesday, January 21, 2015

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Temporary for a New Beer/Wine/Cooler On-Sale License for a Change of Ownership FROM: LIL VENTO'S II, LLC TO: SAN SALVADOR, LLC dba SAN SALVADOR RESTAURANT #2 at 2211 South Maryland Parkway, Suite A [Bryan Alexe Madrid, Managing Member] - Ward 3 (Coffin)

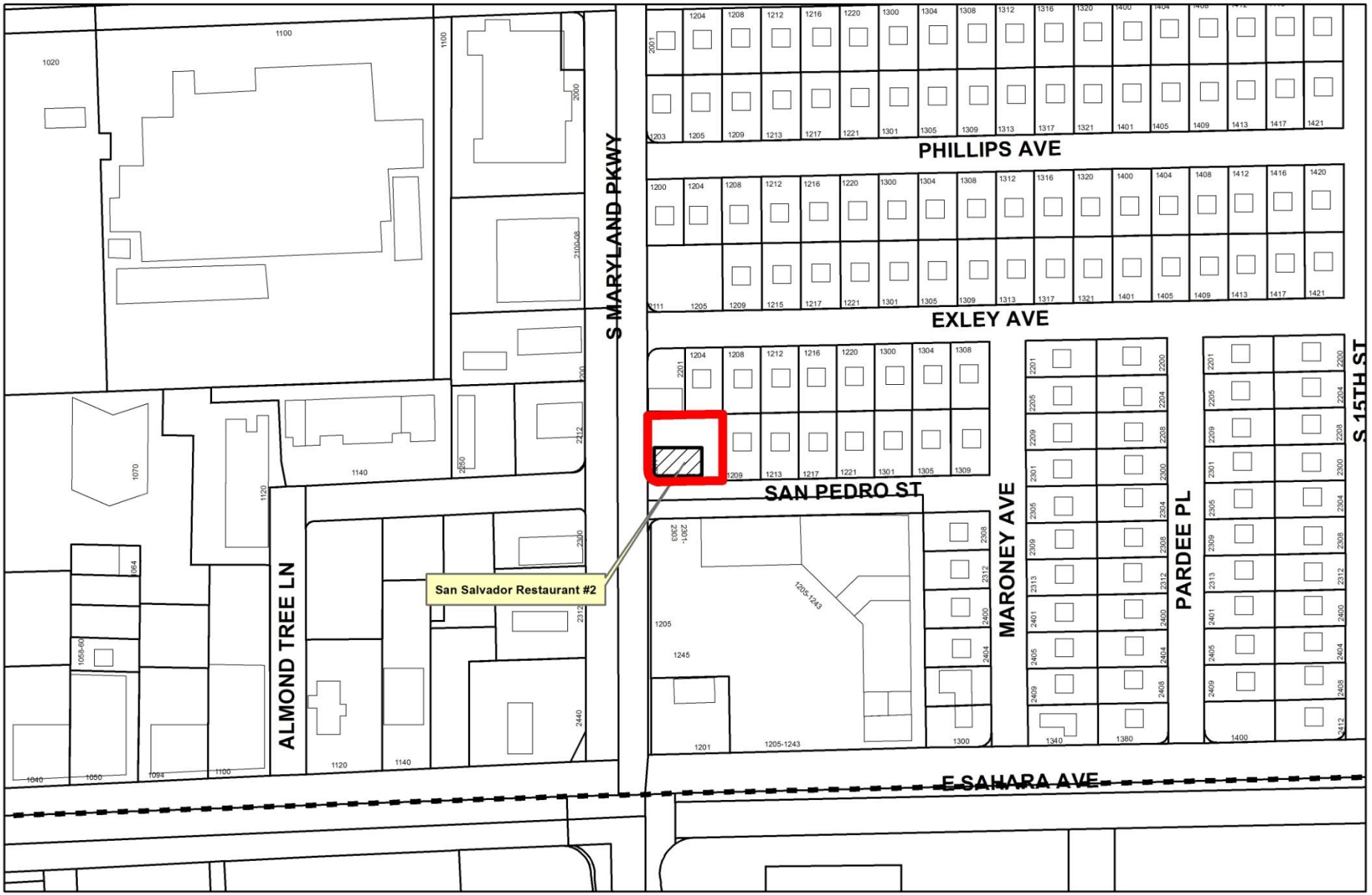
Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action of a Temporary for a New Beer/Wine/Cooler On-Sale License for a Change of Ownership.

RECOMMENDATION:
Recommend approval of a temporary for a new beer/wine/cooler on-sale license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
Location Map



San Salvador Restaurant #2
2211 South Maryland Parkway, Suite A
Ward 3

Legend

CITY LIMITS

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: Thursday, January 15, 2015

City of Las Vegas Agenda Item No.: **33.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a New Ancillary Tasting License DT MARKET, LLC dba THE MARKET at 611 Fremont Street - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action a New Ancillary Tasting License.

RECOMMENDATION:
Recommend approval, subject to conditions.

BACKUP DOCUMENTATION:
1. Conditions and Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 18, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: to approve a New Ancillary Tasting License DT MARKET, LLC dba THE MARKET at 611 Fremont Street

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CONDITIONS:

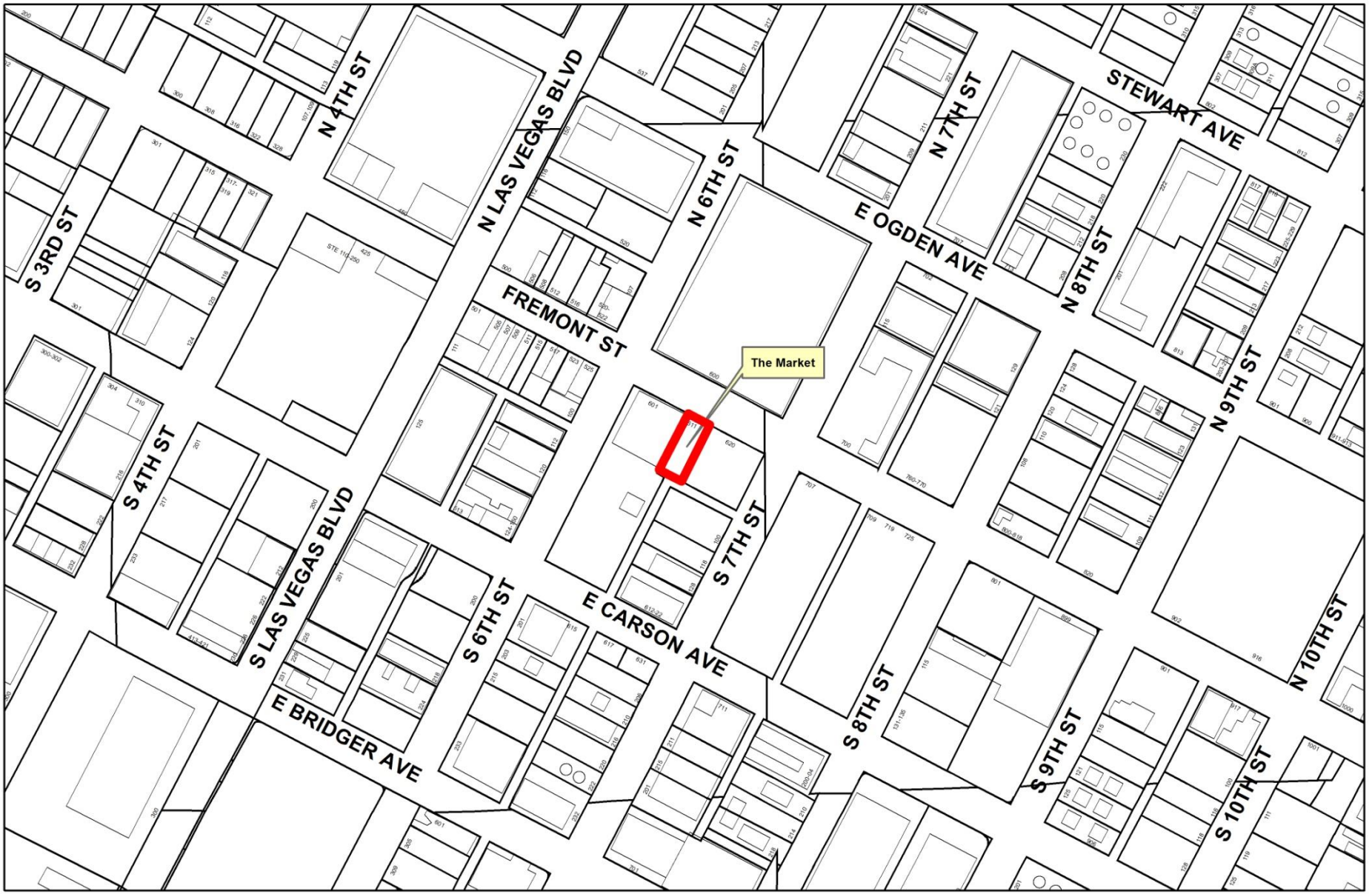
Recommend approval, subject to the following conditions:

1. An Alcohol Beverage Tasting License authorizes the offering of samples of packaged alcohol for tasting purposes to promote the sale of such packaged alcoholic beverages.
2. Samples of packaged alcohol for tasting purposes shall not exceed one-half ounce per drink for educational purposes.
3. Persons offering samples of packaged alcohol must be employees of the licensed package beverage, wholesale general, beer/wine/cooler off-sale, or beer/wine/cooler on-sale establishment who holds a valid work card. Alcoholic beverages used for such samples must be purchased from a wholesale dealer of alcoholic beverages who is licensed under Chapter 369 of NRS. A wholesale dealer of alcoholic beverages may assist a person serving samples of alcoholic beverages. This assistance is limited to the pouring of such samples or the provision of information, instruction or education regarding the product being sampled, or any combination of those tasks. The provision of such assistance does not relieve the person who operates the grocery store from the responsibility of complying with all; requirements. The applicant understands that any person pouring the samples must maintain on their person a valid health card, alcohol awareness certification card, and a work card issued by the Las Vegas Metropolitan Police Department. Bottles of alcohol opened for tasting shall not be sold or otherwise given away.

OWNERSHIP:

DT MARKET, LLC

DTP Operator, LLC, Member
DTP LV, LLC, Managing Member
DTP MGMT, LLC, Managing Member
Anthony Hsieh, Managing Member



The Market
611 Fremont Street
Ward 3

Legend

CITY LIMITS

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: Wednesday, January 21, 2015

City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a Temporary Ancillary Massage Establishment License, RAISE YOUR KUNDALINI, INC. dba RAISE YOUR KUNDALINI, INC. at 8450 West Sahara Avenue, Suite #109 [Cosmin Dumitru, Pres, Sec, Treas, Dir] - Ward 1 (Tarkanian)

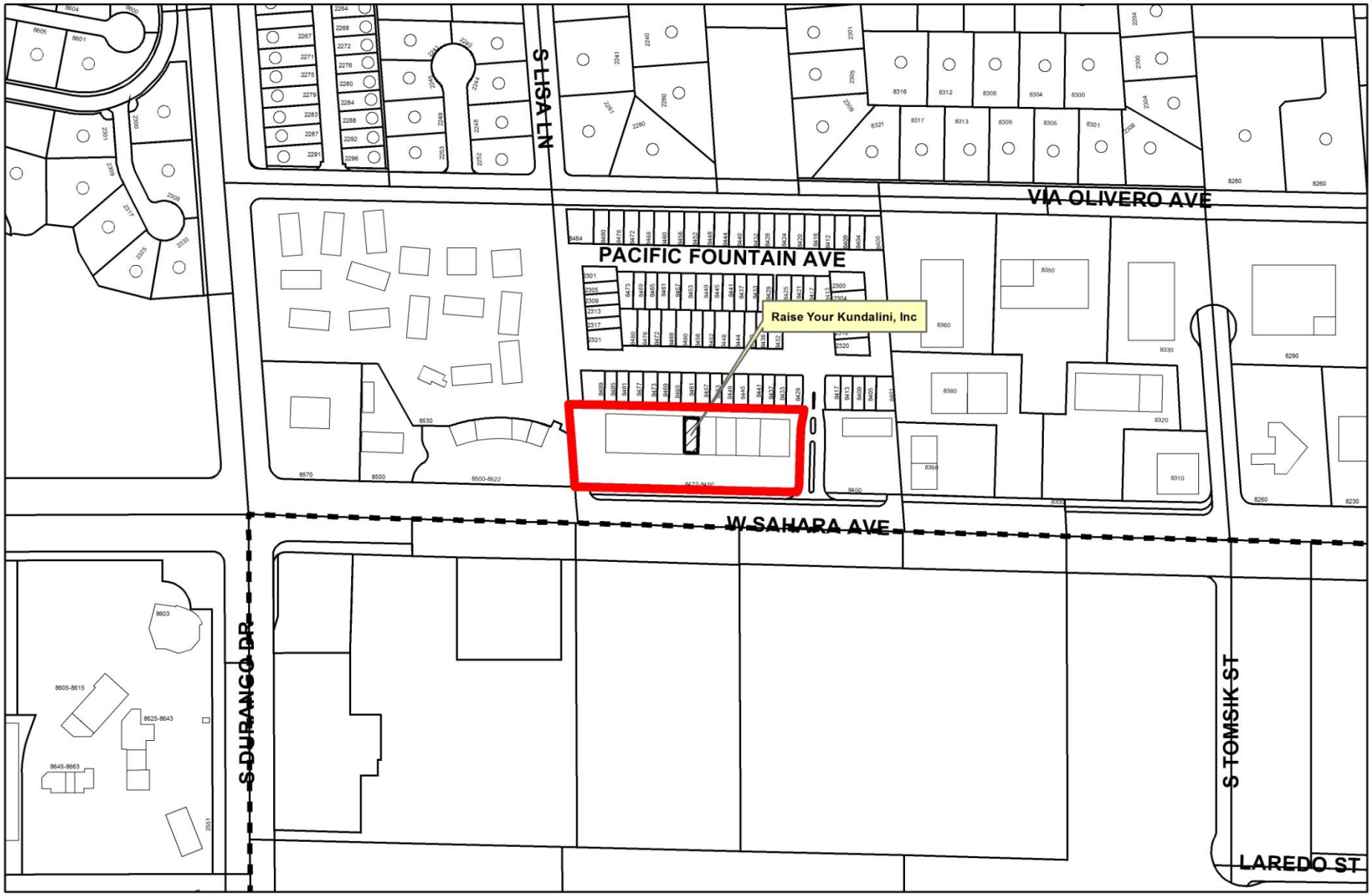
Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action of a Temporary Ancillary Massage Establishment License.

RECOMMENDATION:
Recommend approval of a temporary ancillary massage establishment license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report and subject to the following land use conditions:
1. No exterior signage advertising massage.
2. Square footage cannot exceed 150 square feet.

BACKUP DOCUMENTATION:
Location Map



Raise Your Kundalini, Inc
8450 West Sahara Avenue, Suite #109
Ward 1

Legend

CITY LIMITS

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: Thursday, January 22, 2015

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve a New Restricted Gaming License CABANA FOOD MART, LLC dba CABANA FOOD MART at 3965 East Owens Avenue, Suite #110 [Souhail Faranesh, Manager] - Ward 3 (Coffin)

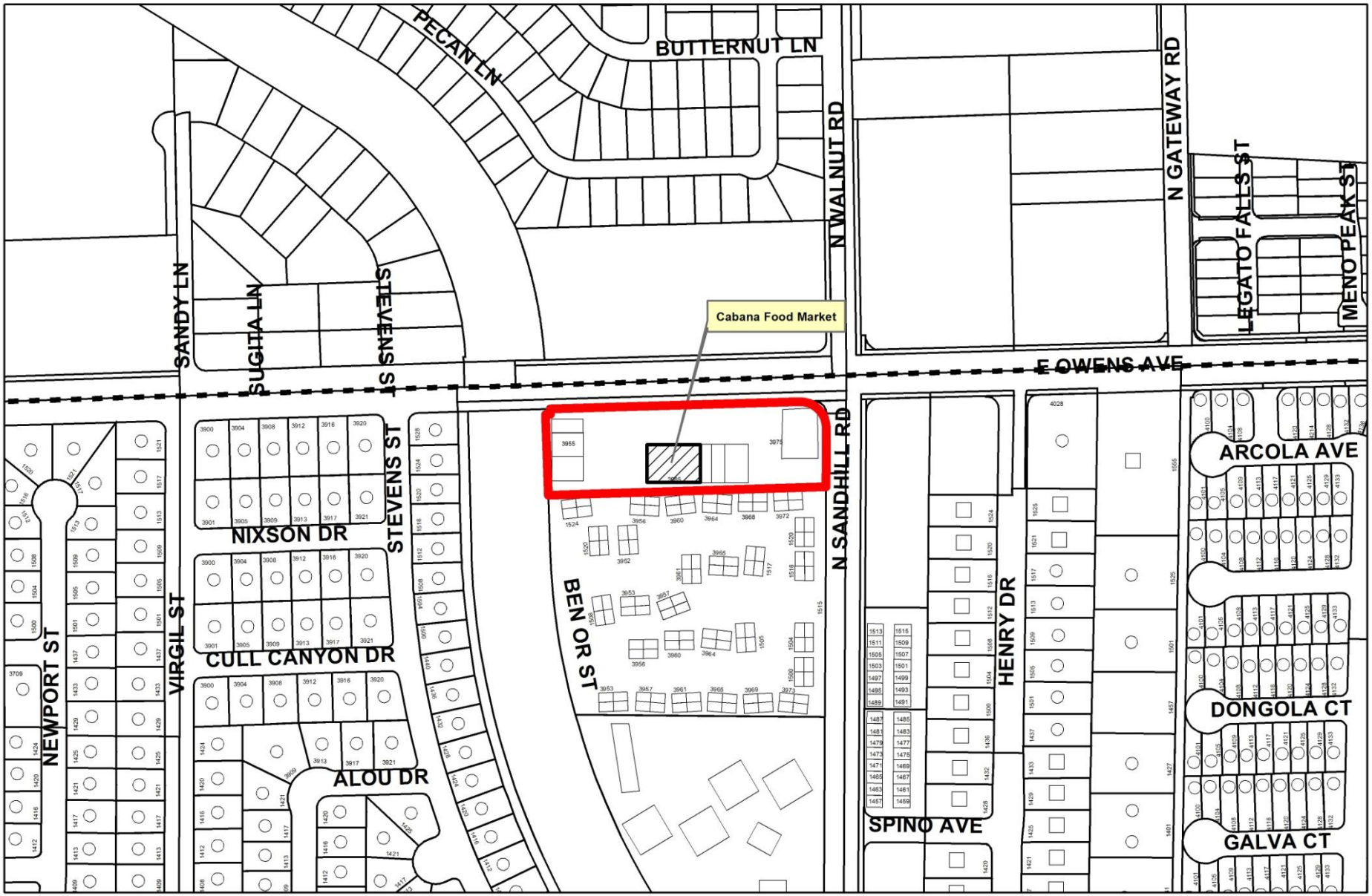
Fiscal Impact

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

PURPOSE/BACKGROUND:
For possible action to approve a New Restricted Gaming License for 7 slots.

RECOMMENDATION:
Recommend approval.

BACKUP DOCUMENTATION:
Location Map



Cabana Food Market
3965 East Owens Avenue, Suite #110
Ward 3

Legend

CITY LIMITS

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: Thursday, January 15, 2015

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Supplement No. 1 to the Grant and Cooperative Agreement L12AC20354 between the City of Las Vegas and the Bureau of Land Management (BLM) to modify the scope of the project for the Trail Markers and Trailhead Signage for Bonanza and Lone Mountain Trails funded under the Southern Nevada Public Lands Management Act (SNPLMA), Bonanza Trail located along the Summerlin Parkway and US-95 and Lone Mountain Trail located along Buffalo Channel - Wards 1, 2, 4 and 5 (Tarkanian, Beers, Anthony and Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City of Las Vegas entered into Grant and Cooperative Agreement L12AC20354 on February 27, 2012 with the Bureau of Land Management (BLM) for the Trail Markers and Trailhead Signage on the Bonanza and Lone Mountain Trails project. The Bonanza Trail runs along the Summerlin Parkway and US95 from Buffalo Drive to Valley View Boulevard. The Lone Mountain Trail generally runs along the Buffalo Channel between Summerlin Parkway and Alexander Road. This Supplement No. 1 will modify the scope of the project on the project map to include 0.6 miles of trail to the west end of the nomination Bonanza Trail Map to insure the entire length of trail is included. This agreement has been reviewed by the City Attorney's office and stamp verified accordingly.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Grant and Cooperative Agreement L12AC20354 - Supplement No. 1

Grant and Cooperative Agreement

CHOOSE ONE:
- [X] COOPERATIVE AGREEMENT
- [ ] GRANT

CHOOSE ONE: [ ] EDUCATION [ ] FACILITIES [ ] RESEARCH [ ] SDCR [ ] TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER	2. SUPPLEMENT NUMBER	3. EFFECTIVE DATE	4. COMPLETION DATE
L12AC20354	0001	12/23/2014	

5. ISSUED TO
NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip)
LAS VEGAS, CITY OF
Attn: ATTN GOVERNMENT POC
400 STEWART AVENUE
LAS VEGAS NV 89101-2927

6. ISSUED BY BLM NV-STATE OFC BGT&FIN SVC(NV955)
Mailing Address: 1340 FINANCIAL BLVD.
RENO NV 89502

7. TAXPAYER IDENTIFICATION NO. (TIN)

8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.

9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (*Name & Phone*)
Connie Diso
702-229-2142

10. RESEARCH, PROJECT OR PROGRAM TITLE
Trail Markers and Trailhead Signage Bonanza and Lone Mountain Trails SNPLMA Priority 11-10 Project LV37

11. PURPOSE
See Schedule

12. PERIOD OF PERFORMANCE (*Approximately*)
02/27/2012 through 02/26/2017

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	$275,000.00	PREVIOUS	$275,000.00
THIS ACTION	$0.00	THIS ACTION	$0.00
CASH SHARE	$0.00	**TOTAL**	$275,000.00
NON-CASH SHARE	$0.00		
RECIPIENT SHARE	$0.00		
TOTAL	$275,000.00		

14. ACCOUNTING AND APPROPRIATION DATA

PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS

15. POINTS OF CONTACT

	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER				
NEGOTIATOR				
ADMINISTRATOR	Gretchen Eykelbosh		775-861-6740	geykelbosh@blm.gov
PAYMENTS				

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF :
Southern Nevada Public Land Management Act of 1998 P.L. 105- 263, as amended

Approved as to form
John S. Ridilla 1/22/15
John S. Ridilla Date
Deputy City Attorney

17. APPLICABLE STATEMENT(S), IF CHECKED:
- [ ] NO CHANGE IS MADE TO EXISTING PROVISIONS
- [ ] FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT

18. APPLICABLE ENCLOSURE(S), IF CHECKED:
- [ ] PROVISIONS [ ] SPECIAL CONDITIONS
- [ ] REQUIRED PUBLICATIONS AND REPORTS

UNITED STATES OF AMERICA		COOPERATIVE AGREEMENT RECIPIENT	
CONTRACTING/GRANT OFFICER Susan Kaller Susan Kaller	DATE 12/23/14	AUTHORIZED REPRESENTATIVE	DATE

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	CFDA Number: 15.235 DUNS Number: 030381610+0000 11. PURPOSE: A. The purpose of this no cost modification is to provide for an approved scope change in the project. The change focuses on adding .6 miles of trail to the west end of the nomination Bonanza Trail Map. The recipient discovered that the Bonanza Trial Map originally submitted as part of the project did not include the entire length of trail. Project costs will not increase. The Assistant District Manager, SNPLMA Division approved the scope change on 12/5/14. B. This modification revises Section V. D. to: Required Registrations. Prior to award the Recipient will register and maintain their own information with Dun & Bradstreet and the System for Award Management (SAM). 1. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711 or 800-333-0505) or the Internet (currently at http://fedgov.dnb.com/webform or http://www.dnb.com). 2. Register on the System for Award Management (SAM) or maintenance can be done on line at: http://sam.gov. 3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C: a. A Governmental organization, which is a State, local government, or lndian Tribe; b. A foreign public entity; c. A domestic or foreign nonprofit organization; d. A domestic or foreign for-profit organization; and e. A Federal agency, but only as a subrecipient under an award or Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	subaward to a non- Federal entity. Subaward: a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec.11.210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations). c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract. 5. Subrecipient: means an entity that: a. Receives a subaward from you under this award; and b. Is accountable to you for the use of the Federal funds provided by the subaward. C. This modification revises Section IX A. Financial Status Reports by removing paragraph 1 and replacing with the following: Reports of expenditures are required as documentation of the financial status of awards according to the official accounting records of the recipient¿s organization. The recipient shall submit quarterly a completed original and one copy of the SF 425, to report the status of funds for this agreement. In addition include separately, detailed information of costs, by budget categories that reflects the approved SF 424C, Budget Information. The reporting periods are: October 1 through December 31, January 1 through March 31, April 1 through June 30, July 1 through September 30, and will continue through the life of the agreement. The quarterly report(s) shall be sent to PO and the GMO via the Reports email box blm_nv_aa@blm.gov and are due 30 calendar days after the end of the quarterly Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	reporting period. The recipient will report program outlays according to their accounting system, accrual, or cash basis. Revises Section IX B. Performance/Progress Reports by removing paragraph 1 and replacing with the following: The recipient¿s will report on Performance/Progress by complying with the SNPLMA Project Report Requirement listed below in Section VIII. C SNPLMA Project Report Requirements. The Program Officer will share this information with the GMO. D. This modification revises Section XI. Standard Award Terms and Conditions to add section S. Trafficking Victims Protection Act of 2000, as Amended (22 U.S.C. 7104) and 2 CFR Part 175 This term of award is pursuant to paragraph (g) of section 106 of the Trafficking Victims Protections Act of 2000, as amended (22 USC 7104). 1. Provisions applicable to a recipient that is a private entity. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not: Engage in severe forms of trafficking in persons during the period of time that the award is in effect; Procure a commercial sex act during the period of time that the award is in effect; or Use forced labor in the performance of the award or subawards under the award. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity: Is determined to have violated a prohibition in paragraph a.1 of this award term; or Has an employee who is determined by the Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either, Associated with performance under this award; or Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1400. 2. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either, Associated with performance under this award; or Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1400. 3. Provisions applicable to any recipient. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section: Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	(22 U.S.C. 7104(g)), and Is in addition to all other remedies for noncompliance that are available to us under this award. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity. 4. Definitions. For purposes of this award term: "Employee" means either: An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. "Private entity": Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. Includes: A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b). A for-profit organization. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102). E. This modification revises Section VIII to add: Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	Required Insurance: The recipient will, at its own expense, procure and thereafter maintain Automobile Liability Insurance. This insurance will be required on the comprehensive form of policy and will provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the agreement. At least the minimum limits of $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage will be required. The recipient will maintain comprehensive liability insurance of not less than $3,000,000 per occurrence for bodily injury and property damage subject to the usual and customary policy conditions (including standard exclusion on vehicles licensed for highway use and on property in the care, custody, and control of the policyholder). In addition, the recipient will maintain its current accidental health, dismemberment, and injury insurance for all their employees or volunteers. F. This modification revises Section XI. Standard Award Terms and Conditions to add section T. This adds the following language relating to 2 CFR Part 170 REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION A. Reporting of first-tier subawards. 1. Applicability. Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates $25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111 5) for a Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	subaward to an entity (see definitions in paragraph E. of this award term). 2. Where and when to report. i. You must report each obligating action described in paragraph A.1. of this award term to http://www.fsrs.gov. ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.) 3. What to report. You must report the information about each obligating action that the submission instructions posted at https://www.sam.gov specify. B. Reporting Total Compensation of Recipient Executives. 1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if i. the total Federal funding authorized to date under this award is $25,000 or more; ii. in the preceding fiscal year, you received (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (b) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and iii. The public does not have access to information about the compensation of the executives through periodic reports filed under Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.) 2. Where and when to report. You must report executive total compensation described in paragraph A.1. of this award term: i. As part of your registration profile at https://www.sam.gov. ii. By the end of the month following the month in which this award is made, and annually thereafter. C. Reporting of Total Compensation of Subrecipient Executives. 1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipients five most highly compensated executives for the subrecipients preceding completed fiscal year, if i. in the subrecipients preceding fiscal year, the subrecipient received (a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (b) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and ii. The public does not have access to Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.) 2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term: i. To the recipient. ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year. D. Exemptions If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report: i. Subawards, and ii. The total compensation of the five most highly compensated executives of any subrecipient. E. Definitions. For purposes of this award term: 1. Entity means all of the following, as defined in 2 CFR part 25: i. A Governmental organization, which is a State, local government, or Indian tribe; ii. A foreign public entity; iii. A domestic or foreign nonprofit organization; iv. A domestic or foreign for-profit Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	organization; v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity. 2. Executive means officers, managing partners, or any other employees in management positions. 3. Subaward: i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. ii. The term includes your procurement of property and services needed to carry out the project or program. The term does not include procurement of incidental property and services needed to carry out the award project or program. iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract. 4. Subrecipient means an entity that: i. Receives a subaward from you (the recipient) under this award; and ii. Is accountable to you for the use of the Federal funds provided by the subaward. 5. Total compensation means the cash and noncash dollar value earned by the executive during the recipients or subrecipients preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c) (2)): i. Salary and bonus. ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	123R), Shared Based Payments. iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees. iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans. v. Above market earnings on deferred compensation which is not tax qualified. vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000. G. All other terms and conditions remain unchanged. Period of Performance: 02/27/2012 to 02/26/2017 The Administrative Point of Contact (POC): Gretchen Eykelbosh, Grants and Agreements Specialist, Nevada State Office (NSO) Phone: 775-861-6740, Email: geykelbosh@blm.gov. The Program Officer (PO): Jeff Wilbanks, Southern Nevada District Office (SNDO) Phone: 702-515-5160, Email: jwilbanks@blm.gov				

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve Rule 9 Line Extension Agreement No. 24458 between the City of Las Vegas and Nevada Power Company, d/b/a NV Energy to relocate or alter existing utility facilities for the modification of electrical service for the Historical Westside School Building Rehabilitation project located at 330 West Washington Boulevard ($9,438 - Special Revenue Fund - Special Programs - LVCIC Westside School Construction) - Ward 5 (Barlow)

Fiscal Impact

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

Amount: $9,438
Funding Source: Special Revenue Fund - Special Programs - LVCIC Westside School Construction
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:

This Rule 9 Line Agreement Extension between the City of Las Vegas and NV Energy will allow NV Energy to relocate or alter existing utility facilities for the electrical services for the restoration of Historical Westside School associated with the New Market Tax Credits program.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Rule 9 Line Extension Agreement No. 24458

RULE 9
LINE EXTENSION AGREEMENT

Agreement No.: 24458
PID: 3000646439
Date Prepared: 11/20/2014

This Line Extension Agreement ("**Agreement**") is made and entered between Nevada Power Company, a Nevada Corporation, d/b/a NV Energy ("**Utility**") and CITY OF LAS VEGAS, a(n) Municipal corporation of the State of Nevada, ("**Applicant**") (individually, a "**Party**" and collectively, the "**Parties**").

RECITALS

A. Utility owns and operates electric transmission and distribution facilities and provides electric service within Nevada, in accordance with Tariff Schedules filed with and approved by the Commission.

B. Applicant has requested Utility to relocate or alter existing Utility facilities or has requested "**Service**" or a "**Line Extension,**" as defined in Rule 1, for the purpose of receiving electric service to its Development.

C. In accordance with Rule 9, applicable provisions of other portions of its Tariff Schedules and this Agreement, Utility will relocate or alter Utility facilities, as requested by Applicant.

D. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and Utility's above-ground and underground electric transmission and distribution facilities and that Utility will only waive or approve a particular conflict through Utility's standard use agreement signed by the property owner(s) and Utility, duly notarized, and recorded.

In consideration of the above recitals, mutual covenants, terms and conditions contained in this Agreement, the Parties agree as follows:

AGREEMENT

1. Summary of Costs and Contingencies

1.1 Line Extension. In order to provide 172 KVA of Service to Applicant and/or alter existing Utility facilities, Utility will modify its electric lines as shown on the Service design titled HISTORICAL WESTSIDE SCHOOL BUILDING REHABILITATION and attached as Exhibit A.

1.2 Estimated Costs. Utility estimates that the Costs of the Line Extension Project are **$44,193.68**, as summarized on Exhibit B.

1.3 Estimated Advance. The estimated Advance is **$9,438.00**, consisting of:

(A) CIAC. An estimated CIAC in the amount of **$2,511.00** ("**Estimated CIAC**"). This amount includes a non-taxable, non-refundable cost of **$0.00** and a taxable, non-refundable cost of **$2,511.00**. If the Estimated CIAC is greater than $20,000, it is subject to Cost True-up.

(B) Advance Subject to Refund. An Advance Subject to Refund in the amount of **$0.00**. This amount includes Applicant's responsibility for proportionate share attachments per Rule 9, Section A.16 and any Commission Order in the amount of **$0.00**.

(C) Tax Effect. The estimated Tax Effect is:

Advance Subject to Refund. A Tax Effect relating to the Advance

(1) Subject to Refund in the amount of **$0.00**. This Tax Effect is subject to refund.

(2) CIAC. A Tax Effect relating to CIAC in the amount of **$839.00**. This Tax Effect is subject to adjustment in connection with a Cost True-Up.

(3) Non-Cash Contributions. A Tax Effect relating to Applicant's non-cash contributions to Utility under Rule 9, Section A.12 (such as trenching and substructures performed by Applicant, its contractors or its subcontractors) in the amount of **$6,088.00**. This Tax Effect is not subject to refund.

1.4 Estimated Line Extension Project Allowance and Initial Allowance. The estimated Allowance for the Line Extension Project on the Effective Date is **$55,000.00** ("**Estimated Line Extension Project Allowance**"). Applicant's Initial Allowance is **$53,560.00**. A worksheet supporting the Estimated Line Extension Project Allowance and the Initial Allowance is attached as Exhibit C.

1.5 Payment; Purchase Order. When delivering the signed Agreement to Utility, Applicant must (in Utility's discretion) either pay Utility – or deliver a purchase order to Utility in the amount of **$9,438.00**. When calculating this amount, Utility applied the Initial Allowance and, if applicable, a credit for the Utility Betterment.

1.6 Related Projects and Contracts

(A) Related Projects. If any project to which this Line Extension Project will connect is not constructed and/or energized, such as those identified in this Subsection, Utility will not perform under this Agreement until after the Parties, in accordance with Section 13.8, revise this Agreement to incorporate changes to the Design and the Costs:

Project No.	Initiated	Title

(B) Proportionate Share Contracts. If Applicant attaches to other line extensions, such as those identified in this Subsection, Applicant must pay Proportionate Share Costs:

Project Id.	Contract No.	Dated	Expiration	Title

(C) Master Planned Community Contracts. This Agreement is associated with the following master planned community contracts:

Project Id.	Contract No.	Dated	Expiration	Title

2. Description and Design of the Line Extension Project

2.1 Design for Line Extension Project; Amendment. The design for the Line Extension Project and Betterments, if any, is attached to this Agreement as Exhibit A (the "**Design**"). Applicant approves the Design and acknowledges that Applicant is bound by and must comply with all notes on the Design. The Parties may revise the Design by amending this Agreement in accordance with Section 13.8.

2.2 Condition to Providing Service. Utility does not have an obligation to provide Service to Applicant's Development until after Applicant resolves all conflicts between the Development and Utility's transmission and distribution facilities, at Applicant's expense and to Utility's satisfaction. Applicant agrees that, if Utility provides Service to the Development even though conflicts remain, Applicant is responsible for all Costs to resolve those conflicts to Utility's satisfaction and Applicant must (at its Cost) acquire and deliver to Utility all Property Rights Utility deems necessary.

2.3 Inaccurate Information and Field Conditions. Applicant understands that inaccurate, incomplete or outdated information and that surface and subsurface field conditions could delay the In-Service Date, if any.

2.4 Providing Service to Applicant. Utility will provide Service to Applicant in accordance with this Agreement, applicable Laws and Utility's Tariff Schedules. However, if there is a Reduction of Service (as defined in Rule 1) before or after the Agreement terminates or if Applicant is not using the capacity Utility made available to Applicant in connection with this Agreement after the Agreement terminates, Utility (in its discretion) may reallocate the unused capacity to other customers.

2.5 Line Extension Project Completion. The Line Extension Project is complete after (A) Utility receives all Property Rights in accordance with this Agreement, (B) the Parties complete the Adjustments and (C) if applicable, Utility energized the Line Extension Project to provide Service to the Development.

3. Line Extension Project Cost, Cash Advance, Allowance and Refunds

3.1 Estimated Costs on Exhibit B. The estimated Line Extension Project Costs are identified on Exhibit B.

3.2 Utility and Applicant Betterments.

(A) Estimated Expense of Utility Betterment. The estimated expense for the Utility Betterment is, and Utility will credit and/or pay Applicant, **$0.00** ("**Betterment Expense**") unless Utility sends Applicant a Stop Work Notice. Utility will credit Applicant **$0.00** and, after Applicant delivers the lien releases required by Subsection (E) below, pay Applicant **$0.00**.

(B) Obligation to Install Utility Betterment. If the Design identifies a Utility Betterment, Applicant must install those facilities when it performs its work in connection with the Line Extension Project.

(C) Utility Betterment Scope of Work. Applicant must perform (or cause to be performed) the following in association with the Utility Betterment:
_____.

(D) Utility's Option to Stop or Terminate Work on Utility Betterment. At any time, Utility may notify Applicant to terminate work on the Utility Betterment ("**Stop Work Notice**"). If Applicant receives a Stop Work Notice, Applicant must stop working on the Utility Betterment immediately and take action to mitigate expenses. Within 30 days after terminating work, Applicant must submit a final invoice to Utility for work performed through the termination date on the Utility Betterment. Notwithstanding Section 3.2(A), if Utility issues a Stop Work Notice, Utility is only responsible for Applicant's actual expenses for the Utility Betterment (up to the amount of the Betterment Expense). If, after receiving a Stop Work Notice, Applicant's actual expenses are less than the Betterment Expense, Utility (in its discretion and notwithstanding Section 13.8) may revise Section 1 and Exhibit B and invoice Applicant.

(E) Release of Lien or Claim for Utility Betterment. Utility cannot accept any facilities constructed and equipment installed by Applicant, including the Utility Betterment, and will not energize Applicant's Line Extension Project until after Applicant furnishes to Utility a complete release of any lien or claim.

(F) Ownership of Betterment. The design identifies any Utility Betterment and any Applicant Betterment. All Betterments installed by Applicant and Utility under this Agreement are property owned, maintained, and controlled by Utility upon Utility's Acceptance.

(G) Guarantee. The Section 7 guarantees also apply to any Betterment.

3.3 Limitation on Refunds. The Advance Subject to Refund is the maximum possible refund that Applicant may receive. The actual refund is limited by Applicant's eligible Excess Allowance and Proportionate Share Refunds and consequently Applicant might not receive a 100% refund of the Advance. Depending upon the risk, project length, certainty of Demand, and other factors pertaining to Applicant's Line Extension Project, the refund may range from $0 to the balance of the Advance Subject to Refund. The total of all refunds must not exceed the Advance Subject to Refund. Notwithstanding Section 13.2 and in accordance with Rule 9, Section A.14, Applicant may only assign its right to receive a refund by signing and delivering to Utility a properly executed assignment in a form acceptable to Utility.

3.4 Non-Refundable Tax Effect. Given that CIAC, non-cash contributions, and Applicant facilities that exceed the minimum requirements are non-refundable, the Tax Effect associated with these is also non-refundable.

3.5 Performance of Allowance True-Up. In its discretion and at any time, Utility may perform an Allowance True-Up. However, if on the Effective Date the Initial Allowance is less than the Estimated Line Extension Project Allowance, Utility will perform an Allowance True-Up 18 months after the Effective Date and calculate any Excess Allowance in accordance with the Allowance True-Up.

3.6 Performance of Cost True-Up. In its discretion and no later than five (5) years after the In-Service Date, Utility may perform a Cost True-Up. If the Estimated CIAC is greater than $20,000, Utility will perform a Cost True-Up after all Costs have been recorded.

3.7 Return of Overpayments and Invoices Associated with Accounting Adjustments. If Utility performs the accounting adjustments in Section 3.5 or Section 3.6, Utility will either invoice Applicant or return any overpayment to Applicant. If Utility does not

perform an Allowance True-up and/or a Cost True-Up, Applicant is only responsible for the Costs identified on Exhibit B and as otherwise invoiced by Utility.

3.8 No Interest on Amounts Paid by Applicant. Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.

3.9 Multiple Applicants. [RESERVED]

4. Applicant's Obligations

4.1 Responsibility for Costs. Applicant is responsible for all Costs, except for those Utility is specifically responsible for under Rule 9 ("**Applicant's Cost Responsibility**").

(A) Increased Costs: Other Projects. If one or more of the projects identified in Section 1.6(A) cancels, is not completed on time, is reduced in scope or in some other manner affects Utility's ability to provide Service to the Development or increases the Cost to serve the Development, the Parties might have to revise the Design and Applicant is responsible for the increased Cost to serve the Development.

(B) Increased Costs: Applicant Delay in Completing Construction. If, within 18 months after the Effective Date, Applicant does not complete construction of the Line Extension Project, Utility may re-estimate and either terminate this Agreement or, notwithstanding Section 13.8, amend Exhibit B. Applicant must pay the invoice in accordance with Section 4.5.

(C) Purchase Order. If Utility agreed to accept a purchase order from Applicant for the amount identified in Section 1.5, Utility will invoice Applicant's Cost Responsibility against that purchase order. Applicant acknowledges that these invoices will likely include AFUDC. At any time after Utility receives a purchase order in connection with this Agreement, Utility may send Applicant a written request to increase the purchase order. Within thirty (30) days after the date identified on that request, Applicant must deliver the modified purchase order to Utility. If Applicant does not deliver the modified purchase order to Utility before that 30-day period expires, Utility may stop work and/or not provide Service to Applicant, until after Utility receives the modified purchase order. Any delay in delivering the modified purchase order to Utility might result in a delay in completion of the Line Extension Project.

4.2 Payment of Advances. Applicant must pay all Advances based on the Costs identified initially in Exhibit B and those identified subsequently under Section 4.1(A), Section 4.1(B) or Section 4.5.

4.3 Obligation to Construct Facilities in Compliance with Laws. Applicant and its agents must, at Applicant's expense, construct and install Rule 9, Section A.12 improvements, as shown on Exhibit A, perform work associated with these improvements, and comply with and perform in accordance with all Permits, Laws, Utility Standards, the Tariff Schedules and the National Electrical Safety Code. These Rule 9, Section A.12 improvements and the work associated with these improvements include but are not limited to trenching, backfilling, excavation, pavement removal, restoration, repaving, conduits, risers, transformer pads, vaults, enclosures, boxes, work and materials relating to such structures and

substructures, and other materials Utility deems necessary for the electrical facilities.

4.4 Identification and Resolution of Conflicts; Costs Associated with Conflicts. Utility is not obligated to provide Service to the Development until after Applicant meets its obligations under this Section to Utility's satisfaction:

(A) Identification of Conflicts. Applicant must identify, in writing and in a manner satisfactory to Utility, all conflicts between (1) the Development and Utility's underground and above-ground distribution and transmission facilities located within the Development, (2) the Development and Utility's underground and above-ground distribution and transmission facilities located within or adjacent to offsite improvements required for the Development (3) the Development and Utility's above-ground distribution and transmission facilities located adjacent to the Development, and (4) the Development and Utility's property rights within and adjacent to the Development, including but not limited to easements, rights-of-way, and any other use or occupancy rights.

(B) Resolution of Conflicts with Utility's Facilities and Payment of Costs. If Applicant, its agents, its contractors, or its subcontractors damage, have damaged, render unsafe or have rendered unsafe Utility's above-ground or underground distribution and transmission facilities located within or adjacent to the Development or to the offsite improvements required for the Development, Applicant must (1) pay all Costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed, and (2) provide or obtain real property rights in Utility's name for the relocated facilities and/or new facilities, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).

(C) Resolution of Conflicts with Utility's Easements and Payment of Costs. If Utility determines that Applicant, its agents, its contractors, or its subcontractors interfered with Utility's property rights, Applicant must (1) pay all Costs incurred by Utility that are associated with the interference and (2) either remove the interference and return the property rights area to a condition that is usable by Utility or provide or obtain replacement property rights in Utility's name, at no cost to Utility and in a location and form satisfactory to Utility (including but not limited to the type of property rights, the dimensions of the property rights area, and terms and conditions of the property rights).

4.5 Payment of Invoices; Work Stoppage and Service Delay for Non-Payment. Applicant must pay Utility's invoices within 60 days of receipt. If mailed, Utility's invoices are deemed received three (3) days after the invoice date. Applicant must reference PID 3000646439 on any payment. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work and/or not provide Service to Applicant, until after Utility receives payment in full. Any delay in payment might result in a delay in completion of the Line Extension Project.

4.6 Interest. Any amount unpaid and due by Applicant under this Agreement will accrue interest at the then current per annum simple prime rate, as published in the Money Rates section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility.

4.7 Information Provided by and Needed from Applicant. Applicant acknowledges that Utility relies on information provided by Applicant when performing Utility's obligations under this Agreement. Applicant acknowledges that it has a continuing obligation to provide the most current and accurate information concerning its Development to Utility. Applicant also understands that Utility is not aware of and cannot know all surface and subsurface field conditions. Notwithstanding anything to the contrary in this Agreement, Applicant agrees to assume all responsibilities, and Costs for repair, replacement, redesign, modification or other work to the facilities associated with this Agreement:

(A) Resulting from or arising out of incomplete, inaccurate or outdated data and other information supplied to Utility by Applicant; or

(B) Resulting from or arising out of changes affecting the accuracy or completeness of data or information after it is supplied to Utility by Applicant; or

(C) Resulting from or arising out of surface or subsurface field conditions; or

(D) That were installed based on surveys or staking provided by Applicant or Applicant's agents that are found to be located outside the recorded Property Rights granted for such facilities.

4.8 Inspection of and Responsibility for Facilities Installed by Applicant. For facilities and equipment installed by Applicant, Applicant must:

(A) Allow Utility to inspect the construction or installation of the facilities and equipment.

(B) Maintain, repair, and (as Utility deems necessary) replace those facilities and equipment until Utility's Acceptance, in addition to providing the guarantees in Section 7. If Applicant must use conduit it installed or pre-existing conduit for Service to the Development, Applicant (in Utility's discretion and at Applicant's expense) must video inspect, re-mandrel, re-mule tape, and repair the conduit. If all or a portion the conduit cannot be repaired, Applicant (at its expense) must replace the damaged conduit.

4.9 Reduction of Service or Termination Charges; Security. Within 60 days of written notification by Utility, Applicant must pay reduction of service or termination charges in accordance with Rule 9, Section A.25 and/or provide security (such as cash or a letter of credit) in a form acceptable to Utility for the Allowance or any other credit Applicant receives if Applicant (A) fails to complete the Development, (B) becomes less creditworthy and is at risk of not taking permanent service, as determined by Utility in its discretion, (C) terminates Service to the Development, or (D) significantly curtails or reduces Service to the Development during the depreciable life of the facilities installed under this Agreement, as determined by Utility in its discretion.

4.10 Obligation to Provide Information to Utility. Within 10 days of Utility's written request, Applicant must provide information and documentation requested by Utility, including but not limited to absorption information, information and documentation relating to the amount(s) Applicant paid, if any, for third-party Property Rights, and information and documentation relating to the actual cost of Applicant's non-cash contributions to Utility under Rule 9, Section A.12. With respect to absorption information, Applicant must, at a minimum: (A) for residential-type developments, identify the number of units, type of units (single- or multi-family), sales and cancellations (or net sales) at given time intervals and (B) for

commercial-type developments, identify the number of units, square footage for each type of load (casino, retail, convention, etc.), and dates of major load blocks such as chillers or pumps, if applicable, at given time intervals.

5. Right to Set Off

5.1 Utility's Right to Set Off Amounts Owing. Utility may set off any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant against any sum or obligation (whether or not arising under this Agreement) owed by Applicant to Utility.

5.2 Utility's Right to Withhold Additional Amount. Utility may also deduct the following from any sum or obligation (whether or not arising under this Agreement) owed by Utility to Applicant:

(A) The amount to remedy any defects and repair any damage in accordance with Section 7.2;

(B) The amount to discharge any lien filed or that could be filed in relation to the work performed and material and equipment installed by Applicant under this Agreement;

(C) The value of any claim against Utility that Applicant has failed to settle in accordance with an indemnity obligation;

(D) The amount to resolve all conflicts between the Development and Utility's distribution and transmission facilities located within or adjacent to the Development in accordance with Section 4.4(B); and

(E) The amount to resolve all conflicts between the Development and Utility's Property Rights within and adjacent to the Development in accordance with Section 4.4(C).

5.3 Other Rights and Remedies; Survival. If Utility sets off any amount in accordance with this Section, Utility may still pursue all other rights and remedies it might have. Utility's rights under this Section survive default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

6. Property Rights; Ownership and Lien Release(s)

6.1 Obligation to Acquire and Convey Property Rights. Applicant must, without cost to Utility, grant and convey, or obtain for Utility, all Property Rights that Utility deems it requires for the Utility facilities (or any portion thereof) affected under this Agreement. In Utility's discretion and at Applicant's Cost, Utility may obtain an appraisal(s) of the Property Rights.

6.2 Condition to Commencing Construction. Utility is not obligated to commence construction of any facilities until after the required Property Rights are permanently granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the type of Property Rights, dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

6.3 Ownership of Facilities and Equipment. All facilities constructed and equipment installed by Applicant and Utility, including Utility Betterment, under this Agreement

are property owned, maintained, and controlled by Utility upon Utility's Acceptance. Upon Utility's written request, Applicant will sign and deliver a Bill of Sale in a form acceptable to Utility that conveys all of Applicant's rights, title and interest in the facilities and equipment to Utility and certifies that the facilities and equipment are free of liens and other encumbrances. Utility has the right to use, and allow other Utility customers to use, those facilities and equipment for any purpose. Utility may also allow designated telecommunications carriers and cable television companies to use the facilities and equipment if Utility is required to do so by the federal Telecommunications Act or other laws. If Applicant requests that additional spare conduit be installed in connection with this Agreement (above and beyond Utility's standard requirement for spare conduit) and pays the Costs associated with that additional conduit, Utility will reserve that conduit for Applicant if requested by Applicant, and the Utility and Applicant enter into a separate agreement for the reserved additional spare conduit. If Utility and Applicant do not enter into such an agreement and Applicant still requests additional spare conduit, Utility may use any spare conduit for other Utility customers and allow designated telecommunications carriers and cable television companies to use that conduit. Further, the sources of power to the Development are subject to change, at Utility's discretion.

6.4 Release of Lien or Claim. Upon Utility's written request, Applicant must furnish to Utility a complete release of any lien or claim and receipts covering in full all labor, material, and equipment for which a lien could be filed in relation to the work performed and material and equipment installed.

7. Guarantees

7.1 Guarantee Against Defects. Applicant guarantees, regardless of Utility's Acceptance, all work Applicant and its contractors/subcontractors perform and all material and equipment they furnish under this Agreement against defects in materials and workmanship for a period of one (1) year following the In-Service Date. Applicant also guarantees any corrective work and replaced or repaired materials against defects for an additional one-year period following completion of the work.

7.2 Utility's Option to Remedy Defect. Utility may, at its option and Applicant's sole Cost, either itself remedy or require Applicant to remedy any defect in materials or workmanship provided by Applicant and its contractors/subcontractors that develop during the one-year period provided for in Section 7.1. The option and obligation to repair extend to any damage to facilities or work caused by the particular defect or repair of the defect. Applicant must remedy the defect(s) to Utility's satisfaction. Should Utility choose to remedy a defect, Applicant must pay Utility all Costs incurred within 60 days of receiving an invoice from Utility.

7.3 Modification or Relocation of Electric Facilities. If Applicant requests that Utility install electric facilities before establishment of final grade or the alignment of roads, streets, or alleys, or in unimproved areas and a conflict arises, Applicant must pay all Costs associated with the relocation or modification of any electric facilities and, at Applicant's expense, must grant or obtain for Utility all Property Rights Utility deems it requires for the relocated/modified facilities, in accordance with Rule 9, Section A.10. The Property Rights must be granted to Utility in a manner that is satisfactory to Utility as to both location and form (including but not limited to the dimensions of the Property Rights area and terms and conditions relating to the Property Rights).

8. Default

8.1 Procedure. If a Party ("Defaulting Party") fails to comply with the terms and conditions of this Agreement and the failure continues for 30 days after the Defaulting Party receives written notice of such failure from the other Party ("Non-Defaulting Party"), then the Non-Defaulting Party is entitled to declare the Defaulting Party in default and is entitled to all remedies authorized by law, with the exception that Utility's failure to achieve any scheduled date is not an event of default.

8.2 Notice to Utility's Legal Department. In addition to sending written notice to Utility's Project Coordinator regarding Utility's failure to comply with the terms and conditions of this Agreement, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the "Notices" Section of the Agreement.

9. Confidentiality

9.1 Exchanging Information. Utility might provide Applicant with information to be used in complying with the Agreement. Some or all of this information, including, but not limited to, oral information, documents, supplier information, files, drawings, and data, might be confidential.

9.2 Labeling Information Confidential. If Utility wants information to be treated as confidential, Utility must label the written information as "CONFIDENTIAL" ("**Confidential Information**").

9.3 Procedures for Protection of Confidential Information. To the extent allowed by Law, Applicant must keep all information designated as "Confidential Information" strictly confidential and not disclose any Confidential Information to any person or entity except as expressly provided in these procedures or as otherwise approved in writing in advance by Utility. Applicant must establish commercially reasonable procedures designed to maintain the confidentiality of Confidential Information, which procedures must include, but are not limited to.

(A) Not permitting or making any copies of, or otherwise duplicating, any Confidential Information; and

(B) Keeping all Confidential Information obtained or possessed by Applicant in a secure location.

9.4 Return or Destruction of Confidential Information. Upon Utility's request, Applicant must promptly either return to Utility, or certify the destruction of, all Confidential Information that Applicant received, together with all copies, excerpts, notes and documents derived or generated from the Confidential Information.

9.5 Sharing Confidential Information. Applicant may disclose Confidential Information to its affiliates, attorneys, consultants, contractors and subcontractors (collectively, "**Third Parties**"). Applicant will ensure that these Third Parties abide by the terms of this Confidentiality Section.

9.6 Request for Confidential Information Through Legal Process. Notwithstanding anything to the contrary in this Confidentiality Section, if Applicant is requested by a third party or may be legally compelled to disclose Confidential Information (or portions of it), it must provide Utility with immediate written notice, as soon as

practicable in the circumstances, after Applicant learns that a disclosure is requested or may be compelled, so that Utility may seek a protective order, injunction, or any other remedy. The written notice must identify with particularity the Confidential Information that is the subject of the request or for which disclosure may be compelled. If a protective order, injunction, or other remedy is not obtained, Applicant will furnish only that portion of the Confidential Information that Applicant is legally required to disclose. Applicant will cooperate with Utility's counsel if Utility seeks to obtain a protective order, injunction, or other remedy or other reliable assurance that confidential treatment will be accorded the Confidential Information.

9.7 Rights and Limitations. Utility does not grant any right or license, by implication or otherwise, to Applicant as a result of Utility's disclosure or discussion of Confidential Information. Utility makes no representation or warranties regarding the accuracy or completeness of this information. Applicant expressly recognizes that this information is provided "AS IS, with all faults" and Utility makes NO WARRANTIES, EXPRESS OR IMPLIED STATUTORY OR OTHERWISE, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

10. Force Majeure

10.1 Notice of Force Majeure. If any delay due to Force Majeure occurs or is anticipated, the affected Party must promptly notify the other Party in writing of the delay. This notice must include a description of the delay and the cause and estimated duration of the delay. Regardless of the cause, Applicant's failure or inability to pay some or all of the Costs is not a Force Majeure event.

10.2 Duty to Mitigate Effects of Delay. The affected Party must exercise due diligence to shorten, avoid, and mitigate the effects of the delay.

10.3 Notice of Resumption of Performance. The affected Party must promptly notify the other Party in writing when the Force Majeure event has ended and when performance will resume.

10.4 Liability; Termination Option. Utility is not liable to Applicant for Costs incurred as a result of any delay or failure to perform as a result of Force Majeure. In the event of any delay due to Force Majeure, Utility may terminate the Agreement without liability upon 30-days notice to Applicant.

10.5 Notice to Utility's Legal Department. In addition to sending written notice to the Project Coordinator for delay, anticipated delay, and resumption of performance in relation to Force Majeure, Applicant must also send a copy of the notice to Utility's Legal Department at the address specified in the Section 15.2 of the Agreement.

11. Representations

11.1 No Pending Actions, Suits or Proceedings. Applicant represents that to its knowledge as of the date of this Agreement, there are no actions, suits or proceedings pending or threatened against Applicant in any court or before any administrative agency that would prevent its performance under this Agreement.

11.2 Authority. Each Party has taken all actions as may be necessary or advisable and proper to authorize this Agreement, the execution and delivery of it, and the

performance contemplated in it. The persons executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

12. Precedence

12.1 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties in accordance with Utility's Tariff Schedules. Those Tariff Schedules apply to this Agreement, are binding on the Parties, and supersede any portion of this Agreement should a conflict arise. Notwithstanding Section 13.8, this Agreement is, at all times, subject to such changes or modifications by the Commission as the Commission may from time to time direct in the exercise of its jurisdiction. This Section survives default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

12.2 Integration. This Agreement, together with documents executed with the same formality as this Agreement, represents the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous oral and written communications, representations, and agreements relating to the subject matter of the Agreement.

13. Miscellaneous Provisions

13.1 Insurance. Applicant must require that the contractor and subcontractors performing work in connection with this Agreement to procure and maintain in effect the insurance coverages set forth in Exhibit D-1 until after Utility's Acceptance of the work. If Applicant performs any work in connection with this Agreement, Applicant must procure and maintain in effect the insurance coverages set forth in Exhibit D-2 until after Utility's Acceptance of the work. The requirements of this "Insurance" Section are not intended to and will not in any manner limit or qualify the liabilities and obligations of Applicant under this Agreement.

13.2 Assignment. This Agreement will be binding upon the successors and assigns of both Parties effective upon receipt of written consent of the non-assigning Party, such consent not to be unreasonably withheld. But either Party may assign this Agreement with written notice, but without the consent of the other Party, to any successor corporation in any merger. However, no assignment is effective until after Applicant's successor or assignee agrees in writing to assume all obligations and liabilities under this Agreement and, in Utility's discretion, provides security in a form acceptable to Utility (such as cash or a letter of credit) for the Allowance or any other credit Applicant receives.

13.3 Limitation of Damages. Notwithstanding anything to the contrary, Utility is not liable to Applicant for any consequential, indirect, exemplary or incidental damages, including but not limited to damages based upon delay, lost revenues or profits. This Section survives default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise.

13.4 Choice of Law and Venue. The Agreement is governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of laws provisions. All actions that are beyond the scope of the Commission's jurisdiction must be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada. Applicant agrees it will not initiate an action against Utility in any other jurisdiction.

13.5 No Waiver. The failure of either Party to enforce any of the provisions of the Agreement at any time, or to require performance by the other Party of any of the provisions of the Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of the Agreement, or the right of any Party to enforce each and every provision.

13.6 Independent Contractor. Applicant is an independent contractor for all purposes of the Agreement, and all persons engaged in fulfilling Applicant's obligation under the Agreement are employees, agents, contractors, or subcontractors of Applicant and not the employees, agents, contractors, or subcontractors of Utility. Nothing in the Agreement or any contract/subcontract by Applicant will create any contractual relationship between Applicant's contractor/subcontractor and Utility.

13.7 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed the Agreement and that each fully understands and has participated in drafting its provisions, and, accordingly, the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party are not to be employed or used in any interpretation of this Agreement.

13.8 Amendments. Any change, modification, or amendment to the Agreement is not enforceable unless consented to in writing by the Parties and executed with same formality as this Agreement.

13.9 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

13.10 Remedies. All rights and remedies of Utility provided for in the Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to Utility at law, in equity, or otherwise.

13.11 Headings; Exhibits; Cross References. The headings or section titles contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement, nor should they be used to aid in any manner in the construction of this Agreement. All exhibits attached to this Agreement are incorporated into the Agreement by reference. All references in this Agreement to Sections, Subsections, and Exhibits are to Sections, Subsections, and Exhibits of or to this Agreement, unless otherwise specified. And, unless the context otherwise requires, the singular includes the plural and the plural includes the singular and the neuter includes feminine and masculine.

13.12 Discretion. Reference in this Agreement to the "discretion" of a Party means the Party's sole and absolute discretion. Such discretion is not subject to any external standard, including but not limited to any standard of custom, "good faith" or reasonableness.

13.13 Severability. If any portion or provision of the Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of the Agreement void, the other portions or provisions of the Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from the Agreement, and the balance of the Agreement will be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend the Agreement to replace any stricken portion

or provision with a valid provision that comes as close as possible to the intent of the stricken portion or provision.

13.14 Counterparts. The Parties may execute this Agreement in counterparts. Each counterpart, when signed and delivered, is deemed an original and, taken together, constitutes one and the same instrument. A facsimile or email copy of a signature has the same legal effect as an originally-drawn signature.

13.15 Performance of Acts on Business Days. Any reference in this Agreement to time of day refers to local time in Nevada. All references to days in this Agreement refer to calendar days, unless stated otherwise. Any reference in this Agreement to a "business day" refers to a day that is not a Saturday, Sunday or legal holiday (or observed as a legal holiday) for Nevada state governmental offices under the Nevada Revised Statutes. If the final date for payment of any amount or performance of any act required by this Agreement falls on a Saturday, Sunday or legal holiday, that payment is required to be made or act is required to be performed on the next business day.

13.16 Joint and Several Liability. [RESERVED]

14. Term and Termination

14.1 Term of Agreement. This Agreement is effective on the Effective Date and will continue for a term of five (5) years unless otherwise terminated under the provisions of this Agreement. Applicant will not be entitled to any refunds, returns of overpayments, or moneys after the termination of this Agreement.

14.2 Surviving Obligations. Any default, expiration, or termination of this Agreement or excuse of performance for Force Majeure or otherwise does not release Applicant from any liability or obligation to Utility for:

(A) Obligations under Section 4.3;

(B) Obligations under Section 4.4;

(C) Obligations under Section 4.7;

(D) Payment of reduction of service or termination charges or providing security in accordance with Section 4.9;

(E) Obligations under Section 6;

(F) Obligations under Section 7;

(G) Obligations under Section 9;

(H) Obligations that arise under Section 13.1; and

(I) Payment of all Costs, whether incurred before or after default, expiration or termination or excuse of performance, and payment of all Costs that result from termination or excuse of performance.

The provisions of Section 3.8, Section 4.5, Section 4.6, Section 13.16 and Section 15 continue to apply to this Section.

15. Notices

15.1 Method of Delivery; Contacts. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally or sent by certified mail (postage prepaid, return receipt requested), by facsimile (with electronic confirmation of receipt), or by a recognized international courier, and addressed to the Party's Project Coordinator as follows:

Utility:
NV Energy
King, Jane
Physical Address: 7155 Lindell Road, Las Vegas, NV 89118
Mailing Address: P.O BOX 98910, MS B54RN, Las Vegas, NV 89151
Telephone No.: 702/402-6806
Fax No.: _____
Email Address: JKing@nvenergy.com

Applicant:
CITY OF LAS VEGAS
SAMUEL TOLMAN
Physical Address: 333 N RANCHO DR, LAS VEGAS, NV 89106
Mailing Address: 333 N RANCHO DR, LAS VEGAS, NV 89106
Telephone No.: 702-229-2091
Fax No.: _____
Email Address: STOLMAN@LASVEGASNEVADA.GOV

15.2 Notice to Utility's Legal Department. For any notice given by Applicant to Utility under Section 8 and Section 10, Applicant must also send a copy to:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, Nevada 89146
Fax No.: (702) 402-2069

15.3 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication is deemed to have been received by the Party to whom it was addressed (A) when delivered if delivered personally; (B) on the third business day after the date of mailing if mailed by certified mail; (C) on the first business day after the facsimile transmission if delivered by facsimile; or (D) on the date officially recorded as delivered according to the record of delivery if delivered by courier. Each Party may change its Project Coordinator or contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

16. Definitions

In addition to other terms defined elsewhere in this Agreement, the terms below have the following meanings.

16.1 Acceptance: Utility's written acknowledgement that a particular component of applicable drawings or work is, to the best of its knowledge, compliant with applicable Utility Standards.

16.2 Adjustment: Any addition to, alteration, relocation or removal of Utility facilities as might be further described in Exhibit A. Adjustments include without limitation

Betterments.

16.3 Advance: Three components consisting of CIAC, Advances Subject to Refund and the Tax Effect.

16.4 Advance Subject to Refund: The portion of the Advance that is eligible for refund.

16.5 Allowance: The amount that, in accordance with Rule 9, Section B.3, reduces the Advance through a credit and possibly a refund.

16.6 Allowance True-Up: The accounting process in which Utility recalculates the Allowance based on Applicant's actual meter sets/units or Applicant's actual Demand and compares this recalculated Allowance to the Initial Allowance.

16.7 Betterment: Any deviation or upgrade in the Adjustment to a Utility facility, made primarily for the benefit and at a Party's voluntary election, that Utility determines is not in accordance with:

(A) Utility's normal design and construction practices with respect to size, type and quality of materials used that is adequate to accommodate Development's Demand, or

(B) The shortest practical route that Utility deems suitable.

16.8 Commission: Public Utilities Commission of Nevada.

16.9 Contributions in Aid of Construction ("**CIAC**"): The portion of the Advance that is not eligible to be offset by the Allowance (other than as specified in Rule 9, Section A.6), and is not eligible for a refund, including but not limited to those Costs referred to in Rule 9, Sections A.3, A.5, A.6, A.9, and A.10.

16.10 Cost or Costs: Direct and related indirect costs associated with this Agreement, including those incurred by Utility in good faith before the Effective Date. Cost or Costs include but are not limited to: permitting; labor; engineering; surveys; material acquisition, handling and storage; contractors and subcontractors; third-party attachments to Utility facilities; administrative and general overheads; local, state and federal taxes and assessments; Allowance for Funds Used During Construction (AFUDC); Proportionate Share Costs; amount(s) the Commission orders Applicant to pay; appraisals; compensation for Property Rights; expenses associated with acquiring easements for Utility facilities whether through negotiation or a condemnation lawsuits; Tax Effect; and improvements to real property that are related to the Utility facilities but not directly related to electrical requirements, such as fencing and landscaping, reduced by any applicable salvage value.

16.11 Cost True-Up: The accounting process in which Utility compares actual Costs to the estimated Costs.

16.12 Demand: Applicant's highest energy consumption recorded within a given period of time after the In-Service Date.

16.13 Development: Applicant's project on the Property for which Applicant has requested Service from Utility which might include new Service and/or the relocation or alteration of existing Utility facilities. Utility will assign a project identification number ("**PID**") to this project.

16.14 Effective Date: The date this Agreement is last signed below.

16.15 Excess Allowance: If Utility performs an Allowance True-Up, the amount Utility will remit to Applicant if the recalculated Allowance is greater than the Initial Allowance (subject to Section 3.3, Limitation on Refunds).

16.16 Force Majeure: An event or condition that is beyond the affected Party's control and occurs without the fault or negligence of the affected Party. Force Majeure may include, but is not limited to, government agency orders, war, riots, acts of terrorism, civil insurrection, fires, floods, earthquakes, epidemics, weather, strikes, lock-outs, work stoppages and other labor difficulties.

16.17 Initial Allowance: The credit for the Allowance that Utility provides Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that the supporting number of meters and/or Demand will be initiated within the 12-month period following the In-Service Date, if any.

16.18 In-Service Date: The date on which Utility energizes the Line Extension Project to provide Service to the Development.

16.19 Laws: Any federal, state, or local code, ordinance, rule, statute, enactment, regulation, or order. Any specific reference to a Law in this Agreement refers to the Law as amended from time to time unless otherwise specified.

16.20 Line Extension Project: The Utility facilities that will be added, altered, relocated or removed in order to provide Service to the Development, as shown on Exhibit A.

16.21 Permit: Any applicable approval, permit, consent, waiver, exemption, variance, franchise, order, authorization, right, action, or license required from any federal, state, or local governmental authority, agency, court or other governmental body having jurisdiction over the matter in question which is necessary for the Parties to perform their obligations under this Agreement and under the applicable Laws. Any specific reference to a Permit in this Agreement refers to the Permit as amended from time to time unless otherwise specified.

16.22 Project Coordinator: The individual with authority to act on behalf of Utility or Applicant for purposes of the Agreement, as identified in Section 15.1.

16.23 Property: The premises owned or controlled by Applicant commonly known as WASHINGTON / H STREET and further described as being within 13927201004.

16.24 Property Rights: Real property rights, including but not limited to easements, rights of entry, subordination agreements, conveyances, deeds, transmission use agreements, Permits, prescriptive rights, and rights-of-way.

16.25 Proportionate Share Costs: The amount(s) Applicant must pay in accordance with Rule 9, Section A.16.

16.26 Proportionate Share Refund: The refund Applicant receives if other Utility customers connect to Applicant's line extension and Applicant does not waive the refund, in accordance with Rule 9, Section A.16.

16.27 Rule 1: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.

16.28 Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules.

16.29 Tariff Schedules: The entire body of effective rates, charges, and rules, collectively, of Utility as set forth in its rate schedules and rules for electric customers, as those

rates, charges, and rules are amended or supplemented from time to time. However, Rule 9 is the version in effect on the Effective Date.

16.30 Tax Effect: The amount of any gross-up on Utility tax liability under Section 118 of the Internal Revenue Service Code for Advances Subject to Refund, CIAC, and Applicant's non-cash contributions that Applicant must pay in accordance with NAC § 704.6532 and Rule 9. Any applicable Tax Effect will be payable and applied at the rate in effect in Rule 9 as of the date the Agreement was prepared, which is 11/20/2014.

16.31 Utility Standards: Utility's required design, construction, material, and testing specifications as provided in writing to Applicant on Utility's website, as subsequently revised as deemed appropriate in Utility's discretion.

[signature page to follow]

NVEnergy

RULE 9
LINE EXTENSION AGREEMENT

Agreement No.: 24458
PID: 3000646439
Date Prepared: 11/20/2014

UTILITY:

Nevada Power Company d/b/a NV Energy

By: _____

Printed Name: _____

Title: _____

Date: _____

APPLICANT:

CITY OF LAS VEGAS

By: _____

Printed Name: _____

Title: _____

Date: _____

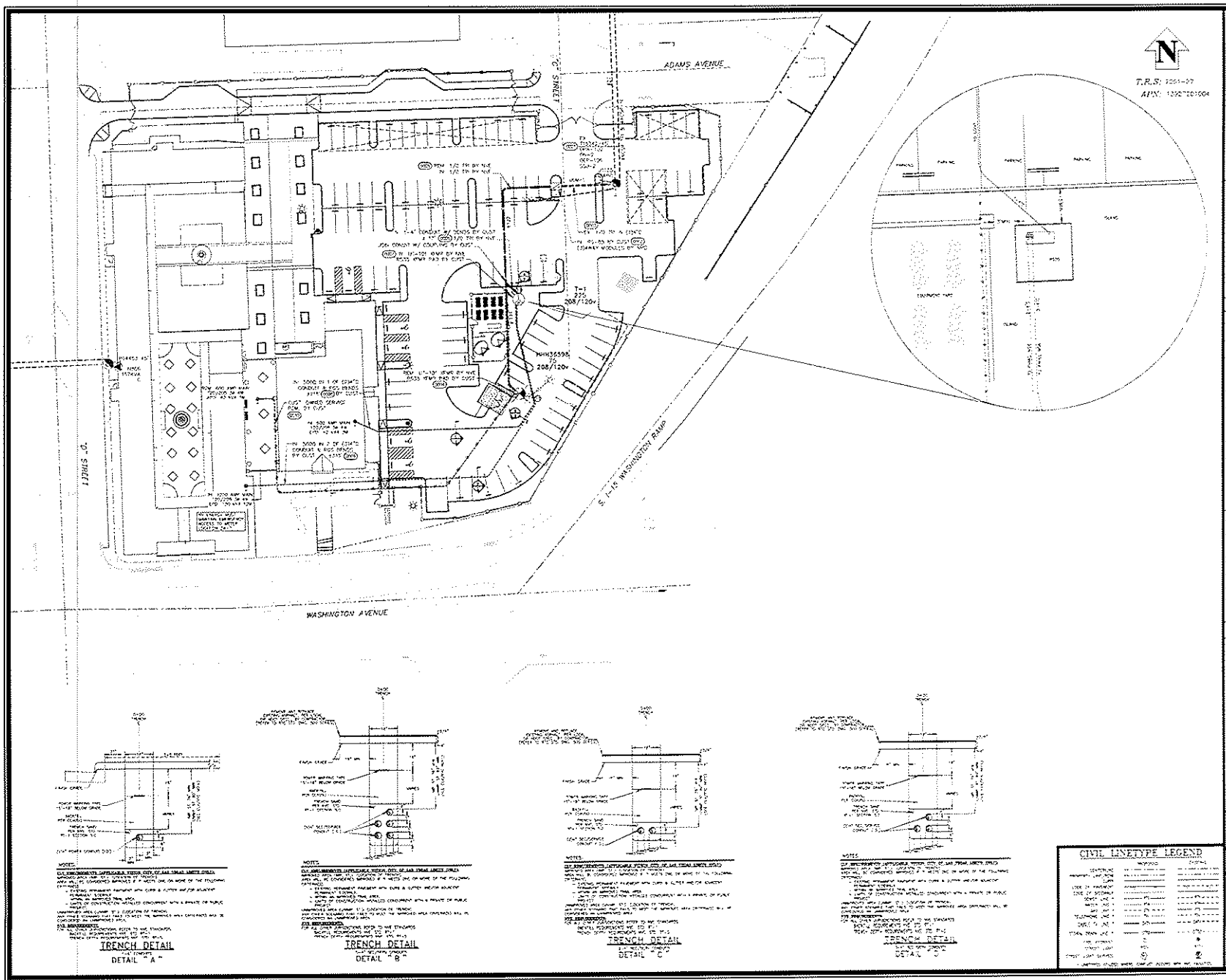
Approved as to form

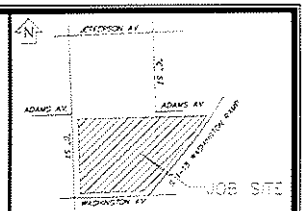
John S. Ridilla 1/12/15
John S. Ridilla Date
Deputy City Attorney

Exhibit A

Design

[Attached]





VICINITY MAP
(NOT TO SCALE)

EVERY EFFORT HAS BEEN MADE TO IDENTIFY ALL NVE FACILITIES. THE CUSTOMER SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.

CALL BEFORE YOU DIG
CALL 811
OVERHEAD

Call
1-800-227-2600
CALL: 1-702-402-2979
1-702-455-6000

REVISIONS

NO.	DESCRIPTION	DATE	CK

NON-STANDARD

TYPE OF EASEMENT	APN NOTES
UTILITY	PARKING STRUCTURE N/A
ACCESS	PARKING AGREEMENT
SIGNAGE	APN 1 OF 2
LANDSCAPING	
AS BUILT INFORMATION	
ROOF FLOW-THROUGH	
ROOF DRAIN	
ENCROACHING IN STREET	
PARKING STRIPE	
SIGNAGE	
ROOF DRAIN	
PARKING WITH UTILITY	
NO VEHICLE WITH UTILITY	
NO PARKING	
SIGNAGE	

EXHIBIT "A"

NVE INFORMATION:
COORDINATOR: JANE YING
PHONE: 402-9805
DESIGNER: JAKE DE GUZMAN
DRAFTER:
REVIEWED BY: 402-9805
STAND BY: 402-9805 (402)-515-402-9805
DISTRICT: LAS VEGAS NORTH

CUSTOMER INFORMATION:
APPLICANT: CITY OF LAS VEGAS
ENGINEER: PW-CARLOS REGIONS 229-6374
CONTACT: CLV - SAM COLEMAN 229-6297
APPROVAL DATE: 05/08/2014

GOVERNMENT INFORMATION:
AGENCY: CITY OF LAS VEGAS
APPROVAL DATE: 05/08/2014

FOR EACH SERVICE POINT (POINT OF DELIVERY), ENERGY FOR EACH "TENANT SPACE" WILL BE MEASURED THROUGH ONE WATTHOUR METER. ENERGY FOR ALL NON-TENANT SPACE WILL BE MEASURED THROUGH ONE WATTHOUR METER. CONTACT NVE METER OPERATIONS FOR MULTIPLE RATE CLASS INSTALLATIONS.

NVEnergy.

WESTSIDE SCHOOL
HISTORICAL REHAB.
330 W. WASHINGTON AVE.

PROJ. ID: 3005646439 SCALE: 1" = 30'
SHEET 1 OF 1 DATE: 07/18/2014

TRENCH DETAIL
DETAIL "A"

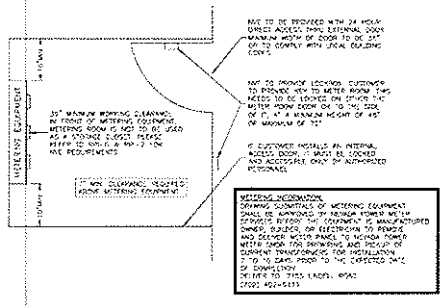
TRENCH DETAIL
DETAIL "B"

TRENCH DETAIL
DETAIL "C"

TRENCH DETAIL
DETAIL "D"

CIVIL LINETYPE LEGEND

Sharing of this drawing and the information contained herein shall be only to individuals/parties who have entered into an agreement with Applicant for the completion of work associated with this specific project. Use for purposes other than this specific project requires the written consent of NV Energy.



METER ROOM DETAIL

NVE U.G. STD. PPI-G & PPI-2
(NOT TO SCALE)

METER LOCATION & ACCESS REQUIREMENTS

(SEE NVE STD. DRAWINGS)

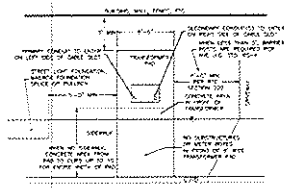
NVE STAFF, EQUIPMENT, SERVICE CREWS, WORK VEHICLES ATTEMPTED DIRECTLY IN FRONT OF METER. THIS SPACE SHALL NOT BE USED OR KEPT OR IS EXPECTED OR SUBJECT TO VEHICULAR TRAFFIC.

SERVICE POINT TO BE NO GREATER THAN 150' FROM BACK OF CURB OF PUBLIC EASEMENT AND GREATER THAN 25' FROM EDGE OF PAVED ALLEY.

A NATURAL PEDESTRIAN MUST BE 3' MIN. FROM BACK OF CURB, OFF FROM DRIVEWAY OR OTHER TRAFFIC AREA.

BOTH SERVICE POINT AND METER SPACE TO BE DIRECTLY VISIBLE FROM WAY OF CLIMB THE PUBLIC EASEMENT AND MUST BE READILY ACCESSIBLE TO NVE ENERGY AT ALL TIMES WITHOUT REQUIRING PASSAGE THROUGH RESTRICTED AREAS OR REQUIRING CUSTOMER CONTACT. FENCES, GATES, WALLS, OR OTHER OBSTRUCTIONS IN FRONT OF THE SERVICE POINT ARE PROHIBITED.

ADEQUATE ACCESSIBILITY AND SAFE WORK SPACE MUST BE IN ACCORDANCE FOR THE CURRENT NEC OF THE SERVICE.



THREE-PHASE TRANSFORMER LOCATION DETAIL

NVE U.G. STD. PPI-3 & PPI-3D OR PPI-3T

TRAFFIC CONTROL:

EXCEPT WHERE NOTED OTHERWISE, GOVERNMENT AGENCY ALLOWS FOR DAYTIME WORK ON THIS PROJECT.

PURPOSE OF PROJECT:

RELOCATE EXIST. 3 PHASE XFMR & RESERVE POWER TO EXISTING BUILDING

NVE HAS NOT VERIFIED THE EXISTING CONDUIT. CUSTOMER TO ENSURE ITS INTEGRITY AND REPAIR IF NECESSARY.

NVE OVERHEAD SYMBOLS

SEC.	NOM.	
●	○	SOLE USE WOOD POLE
◔	◎	JOINT USE WOOD POLE
■	□	SOLE USE STEEL POLE
◪	☒	JOINT USE STEEL POLE
○	⊕	OLD POLE
-	-	OH
-	-	TAP
⊖	⊖	SWITCH
⊖	⊖	FUSE
⊣	⊣	DOUBLE DEAD END
⊸	⊸	INSULATOR
⊕	⊕	CAPACITOR BANK
⊞	⊞	REGULATOR
⊖	⊖	RECLOSER
⊖	⊖	FAULT INDICATOR
▲	⊙	SINGLE PHASE TRANSFORMER
✹	✹	PAL LIGHT
— —	——	OH PRIMARY WIRE
— —	——	OH SECONDARY WIRE
— —	——	OH SERVICE WIRE

GENERAL NOTES:

ALL NOTES LISTED IN ZONING APPLICABLE RESIDENTIAL DEVELOPMENT NOTES

ALL WORK SHALL BE ACCOMPLISHED IN STRICT ACCORDANCE WITH THE SPECIFICATIONS, SET FORTH IN THE ELECTRIC SERVICE REQUIREMENTS HANDBOOK, AS CURRENTLY ADOPTED BY NVE. THE CONTRACTOR SHALL SECURE COPIES OF THE APPROVED/DATED CONSTRUCTION SPECIFICATIONS ON WHICH ONE WILL BE BASED.

REFER TO A CURRENT NV ENERGY ELECTRIC SERVICE REQUIREMENTS HANDBOOK FOR FURTHER CLARIFICATION OF NVE STANDARDS.

THE APPLICANT SHALL INFORM THE INSPECTOR AT LEAST 48 HOURS BEFORE COMMENCING ANY ITEM OF CONSTRUCTION OR INSTALLATION OF MATERIAL TO ENABLE PROPER INSPECTION OF MATERIALS AND WORKMANSHIP. BARK TRENCH WORK SHALL TO BE SCHEDULED TO WORK IN ADVANCE OF INSTALLATION. APPLICANT'S PROJECT WILL NOT BE SCHEDULED UNTIL FINAL APPROVAL FROM NVE UNDERGROUND & ELECTRICAL INSPECTORS.

SYMBOLS ARE NOT TO SCALE AND DO NOT NECESSARILY REFLECTION ACTUAL LOCATIONS OF FACILITIES.

THIS DRAWING ILLUSTRATES DATA COLLECTED FROM VARIOUS SOURCES AND MAY NOT REPRESENT A SURVEY OF THE PREMISES.

APPLICANT SHALL FIELD DETERMINE POSITION AND DEPTH OF EXISTING UTILITY COMPONENT PRIOR TO COMMENCING CONSTRUCTION.

USE CAUTION PRIOR TO EXCAVATION. CHECK TO ENSURE ADDITIONAL DEPTH IS NOT REQUIRED TO ACCOMMODATE GAS AND/OR WATER FACILITIES, AND DRAINAGE SWALES.

CALL NV ENERGY UNDERGROUND INSPECTORS 48 HOURS PRIOR TO START OF CONSTRUCTION FOR TRENCH INSPECTION BEFORE COVERING TRENCH.

ALL NVE CABLE TO BE INSTALLED BEHIND CURB, UNLESS OTHERWISE STATED.

APPLICANT IS RESPONSIBLE FOR STAKING OF PROPERTY CORNERS & ELEVATIONS.

ALL MANHOLES AND PULLBOXES SHALL BE INSTALLED TO FINISHED GRADE OR 4" ABOVE IF GRADE IS NOT ESTABLISHED.

WHEN INSTALLING CONDUIT IN FILL, USE APPROPRIATE BENDS TO COMPLETE THE INSTALLATION.

DEFLECTION OF CONDUIT BENDS AND CONDUIT NOT TO EXCEED NVE STANDARDS.

EXISTING CONDUITS INSTALLED BY PREVIOUS CONTRACTOR / DEVELOPER NVE DOES NOT GUARANTEE LOCATION, DEPTH, OR ACCESSIBILITY OF ITS USE. IF EXISTING ANY PORTION OF EXISTING CONDUIT IT MUST BE ABANDONED PRIOR TO FINAL RELEASE.

RECYCLED ABANDONED CONDUIT WHICH HAS BEEN IN THE GROUND FOR OVER 6 MONTHS MUST BE REMANUFACTURED PRIOR TO FINAL RELEASE.

NO CONCRETE PAVING IN FRONT OF EQUIPMENT.

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE NEW STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (OFF-SITE IMPROVEMENTS), CLARK COUNTY AREA NEVADA, LATEST EDITION, THE UNIFORM STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION, CLARK COUNTY AREA NEVADA, LATEST EDITION, AND OTHER APPLICABLE APPROVED STANDARDS ISSUED BY THE CONTROLLING AGENCY. ALL SIGNS, CITY, COUNTY AND OTHERWISE APPLICABLE.

COMMERCIAL

SEC.	NOM.	
— —	— —	NVE WORK AND SERVICES TO CONNECT TO:
— —	— —	(1) TRIPLEX (1) #4 PRIMARY CABLE IN 4" PLASTIC CONDUIT (CONDUIT BY CONTRACTOR)
— —	— —	(2) 1-1/0 AL PRIMARY CABLE IN 4" PLASTIC CONDUIT (CONDUIT BY CONTRACTOR)
——	——	INSTALL PER CABLE IN EXISTING VACANT CONDUIT
...	⊕	CONDUIT LIGHTING SERVICE 10' ABOVE STUBOUT
...	⊕	SINGLE PHASE PRIMARY POLE RISER PER NVE U.G. STD. 301-1/0
...	⊕	THREE PHASE PRIMARY POLE RISER PER NVE U.G. STD. 320-1/0
...	⊕	SECONDARY RISER PER NVE U.G. STD. 321-1
— —	⊕	SINGLE PHASE COMMERCIAL PADMOUNTED TRANSFORMER WITH 240/120 AS NOTED, 120/240-4 WIRE, PER NVE U.G. STD. 411-1/0
— —	⊕	(2) SINGLE PHASE PADMOUNTED COMMERCIAL TRANSFORMER WITH 240/120 AS NOTED, 120/240-4 WIRE, PER NVE U.G. STD. 411-1/0 SECONDARY SPACE WITH 2" SPARE CONDUIT FOR THREE PHASE SERVICE, PER NVE U.G. STD. 411-1/0, WHERE APPLICABLE.
— —	⊕	(3) SINGLE PHASE PADMOUNTED COMMERCIAL TRANSFORMER WITH 240/120 AS NOTED, 120/240-4 WIRE, PER NVE U.G. STD. 411-1/0 SECONDARY SPACE WITH 2" SPARE CONDUIT FOR THREE PHASE SERVICE, PER NVE U.G. STD. 411-1/0, WHERE APPLICABLE.
— —	⊕	THREE PHASE COMMERCIAL PADMOUNTED TRANSFORMER WITH 240/120 AS NOTED, 120/240-4 WIRE, PER NVE U.G. STD. 411-1/0, WHERE APPLICABLE.
— —	2	TERMINATION OF ALL MODULES, MANOS, SPLICES AND TRAN CONNECTIONS. NVE U.G. STD. 304-1/0 PRIMARY CABLE IN PULLBOX FOR FUTURE SPLICES, WHERE APPLICABLE. NVE U.G. STD. EXISTING CONDUIT AND SUBSTRUCTURE PRIMARY SERVICE OR LOAD BREAK MODULE, WHERE APPLICABLE. SERVICE CABLE BY NVE UNLESS NOTED OTHERWISE
SEC.	NOM.	APPLICANT TO FURNISH AND INSTALL:
— —	— —	ALL TRENCHING IN BACKFILL MEETING APPLICABLE NVE STANDARD SPECIFICATIONS.
— —	— —	4" PLASTIC CONDUIT, PER NVE U.G. STD. 301-1/0 AND 302-1.
— —	— —	4" PLASTIC CONDUIT BENDS (90°, 45°) WITH 24" MIN. RADIUS OF CONDUIT LENGTH 5 UNDER UNIT.
— —	— —	4" STD. BENDS, PVC, 45°, WITH 24" MINIMUM RADIUS. SWEEP OF PVC SUITED TO CONDUIT LENGTH 5 UNDER UNIT.
— —	— —	CONDUCTOR FOR 1/0, 4/0, OR 4" CONDUITS AS APPLICABLE.
— —	— —	ALL SERVICE CONDUIT — 4" MINIMUM SCHD. PVC (DWV TYPE) AS REQUIRED, WITH 2 LONG SWEEPS/90° ELL (NVE NO. 4" STD. BENDING STRENGTH OF SCHD. 80.
— —	— —	4" PVC SCHD. 40 (DWV TYPE) PER NVE U.G. STD. 302-1

Exhibit B

Cost Worksheet

[Attached]

Cost Worksheet ("Exhibit – B")

NVEnergy

Project ID :	3000646439	Project Title :	HISTORICAL WESTSIDE SCHOOL BUILDING REHABILITATION
Units :	4	kVA :	172
Estimate Version :	2	Estimate Request Number:	30684
Contract Type :	GLEA	NVEnergy Contact :	Jane King

Cost Estimate Summary

	Total Cost Estimate	Applicant Minimum	Applicant Non-Refundable	NVEnergy Responsibility
Labor & Overhead	20,493.53	20,493.53	4,919.43	0.00
Material & Overhead	21,692.65	21,692.65	0.00	0.00
DCA	0.00	0.00	0.00	0.00
Substructure	0.00	0.00	0.00	0.00
Permits & Vouchers	2,007.50	2,007.50	26.66	0.00
Applicant Installed Costs	0.00	0.00	0.00	0.00
Contingency Cost	0.00	0.00	0.00	0.00
Total Amount	44,194.00	44,194.00	4,946.00	0.00

Advance Calculation

Refundable

Applicant Cost Subject to Refund	39,248.00
Proportionate Share	0.00
Proportionate Share Waived	0.00
Refund Subject to Allowance & Excess Salvage	39,248.00
Excess Salvage Credit from A & B to be applied to Refundable	0.00
Current Allowance	53,560.00
Total Applicant Refundable Cost After applying salvage credit	0.00

Non-Refundable

A

Applicant Non-Refundable Cost	4,946.00

(Subject to Salvage Credit & Not Subject to Excess Allowance)

Salvage Credit to be applied	
Excess Salvage Credit to be applied from B	2,435.00
Applicant Non-Refundable Cost	2,511.00

(Not Subject to Excess Allowance After applying Salvage Credit)

B

Applicant Non-Refundable Cost	0.00

(Subject to Salvage Credit & Excess Allowance)

Salvage Credit to be applied	2,435.00
Excess Salvage Credit to be applied from A	0.00
Applicant Non-Refundable Cost	0.00

(Subject to Excess Allowance After applying Salvage Credit)

Excess Allowance	14,312.00
Applicant Non-Refundable	0.00

(After applying Excess Allowance and Salvage Credit)

Total Non-Refundable	2,511.00
Removal Cost Without Salvage	1,533.00
Removal of Existing Facilities	0.00
Total Taxable Non-Refundable Cost	2,511.00
Total Non-Taxable Non-Refundable Cost	0.00

Cost Worksheet ("Exhibit – B")

NVEnergy

Advance Summary

Advance Subject to Refund		Current Tax Rate	33.40
Non-Taxable Advance	0.00	Total Non-Taxable	0.00
Taxable Advance	0.00	Total Taxable (Less Tax)	2,511.00
Tax	0.00	Total Tax	6,927.00
Total Advance Subject to Refund	0.00	Total Contract Amount (subject to credits)	9,438.00
Non-Refundable Advance			
Non-Taxable Advance	0.00		
Taxable Advance	2,511.00		
Tax	839.00	Customer Contributed facilities value	18,229.00
Substructures Tax	6,088.00		
Total Non-Refundable Advance	9,438.00		
Total Contract Amount (subject to credits)	9,438.00		
Applicant Installed Conduit Credit	0.00		
Applicant Installed Oversized Facilities	0.00		
Applicant Installed Facilities Credit	0.00		
Applicant Installed Service Reimbursement Credit	0.00		
Utility Betterment Expenses			
Retention Percentage	0.00		
Applicant Credit	0.00		
Retention Amount	0.00		
Design Advance	0.00		
Total Applicant Advance/Credit	9,438.00		

Exhibit C

Allowance Worksheet

[Attached]

Allowance Worksheet ("Exhibit – C")

Project ID : 3000646439 **Project Title :** HISTORICAL WESTSIDE SCHOOL BUILDING REHABILITATION **Short Life Years :** N/A

Total Proposed Allowance $ 55,000.00

Initial Allowance

Existing Load	Rate Schedule	Primary or Secondary Svc	Estimated Demand	Meter Unit/kVA		Build out Factor		Allowance Mtr/Unit/kVA			Allowance Multiplier unit/meter/kVA		Short Life Adjustment		Initial Allowance
No	GS		12.00	Meter	X	100.00%	=	12.00	X	$	3,620.00	X	N/A	=	$ 43,440.00
No	GS		1.00	Meter	X	100.00%	=	1.00	X	$	3,620.00	X	N/A	=	$ 3,620.00
No	GS		1.00	Meter	X	100.00%	=	1.00	X	$	3,620.00	X	N/A	=	$ 3,620.00
No	LGS-1		27.00	kVA	X	65.00%	=	18.00	X	$	160.00	X	N/A	=	$ 2,880.00
													Initial Allowance		$ 53,560.00
													Total Initial Allowance Given		$ 53,560.00

Potential Future Allowance

Existing Load	Rate Schedule	Primary or Secondary Svc	Estimated Demand	Meter Unit/kVA		Build out Factor		Allowance Mtr/Unit/kVA			Allowance Multiplier unit/meter/kVA		Short Life Adjustment		Potential Future Allowance
No	GS		12.00	Meter	X	0.00%	=	0.00	X	$	3,620.00	X	N/A	=	$ 0.00
No	GS		1.00	Meter	X	0.00%	=	0.00	X	$	3,620.00	X	N/A	=	$ 0.00
No	GS		1.00	Meter	X	0.00%	=	0.00	X	$	3,620.00	X	N/A	=	$ 0.00
No	LGS-1		27.00	kVA	X	35.00%	=	9.00	X	$	160.00	X	N/A	=	$ 1,440.00

Allowance Worksheet ("Exhibit – C")

Potential Future Allowance	$	1,440.00
Less Credit from Initial Allowance	$	
Total Potential Future Allowance	$	1,440.00

ELEPA: Estimated Line Extension Project Allowance

Initial Allowance

The credit for the Allowance that Utility provides Applicant on the Effective Date based on Applicant's representation and Utility's reasonable expectation that the supporting number of meters and/or Demand will be initiated within the 12-month period following the completion of construction of the line extension facilities. Initial Allowance = ELEPA x Build-Out Factor

Build-Out Factor

A multiplier established by Utility to determine the percentage of ELEPA that shall be applied as Initial Allowance in accordance with Rule 9, Section B.3. The multiplier varies by service type and rate class.

Exhibit D-1

Insurance Coverages

(Applicant's Contractors and Subcontractors)

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must cause its contractors and subcontractors who are performing any work in connection with this Agreement to procure and maintain in effect the following (required limits can be met by use of primary, underlying, and umbrella/excess combinations):

   (A) Workers' Compensation and Employer's Liability. Workers' compensation insurance in the form and manner required by the State of Nevada. Employer's liability insurance with the following limits: (1) one million dollars ($1,000,000.00) per each accident; (2) one million dollars ($1,000,000.00) per each employee disease; and (3) one million dollars ($1,000,000.00) in the annual aggregate per each occupational disease.

   (B) Commercial General Liability Insurance. Comprehensive general liability providing bodily injury, property damage, personal injury/advertising injury, premises/operations, and products/completed operations coverage with a per occurrence limit of not less than two million dollars ($2,000,000.00) and an aggregate limit of not less than two million dollars ($2,000,000.00).

   (C) Comprehensive automobile liability with a combined single limit of one million dollars ($1,000,000.00) or a limit of one million dollars ($1,000,000.00) each person and one million dollars ($1,000,000.00) each occurrence.

   (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a limit of not less than three million dollars ($3,000,000.00) per occurrence. Except with respect to the workers' compensation insurance, these limits apply in excess of each of the above-mentioned policies.

2. Insurer and Policy Requirements. Each contract of insurance must be with an insurer approved to do business in the State of Nevada, is A-Rated or better by A.M. Best Company and must include the following provisions or endorsements:

   (A) Additional Insured. Naming Utility, its directors, officers, and employees as additional insureds on the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

   (B) Primary Insurance. Stating that the insurance is primary insurance with respect to the interest of Utility and that any insurance maintained by Utility is excess and not contributory insurance.

   (C) Subrogation Waivers. Providing Utility with waivers of subrogation on all coverages.

   (D) Severability and Cross Liability. Providing for severability of interest or cross liability coverage in the general liability, automobile liability insurance policies and excess/umbrella liability insurance.

   (E) Notice Requirement. Providing that Utility is entitled to 30-days prior written notice before cancellation of the coverage provided above.

3. Notice Requirement. Applicant must provide Utility with 30-days prior written notice before the termination, expiration, or alteration of the coverage provided above.

4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed one million dollars ($1,000,000.00) per occurrence for comprehensive general liability, one million dollars ($1,000,000.00) per occurrence for automobile liability insurance and five hundred thousand dollars ($500,000) per occurrence for workers' compensation insurance, without the express written consent of Utility.

5. Certificate of Insurance. Before Applicant's contractors or subcontractors commence any work in connection with this Agreement, Applicant must cause its contractors and subcontractors to provide Utility with certificates of insurance that name Utility as additional insured and evidence the coverage required above, including additional insured endorsement numbers. Applicant must cause its contractors and subcontractors to provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.

4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed one million dollars ($1,000,000.00) per occurrence for comprehensive general liability, one million dollars ($1,000,000.00) per occurrence for automobile liability insurance and five hundred thousand dollars ($500,000) per occurrence for workers' compensation insurance, without the express written consent of Utility.

5. Certificate of Insurance. Before Applicant commences any work in connection with this Agreement, Applicant must provide Utility with certificates of insurance that name Utility as additional insured and evidence the coverage required above, including additional insured endorsement numbers. Applicant must provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve Interlocal Contract 847 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for engineering design of Charleston Boulevard, Grand Central Parkway to Fremont Street ($300,000 - Road and Flood Capital Project Fund [CPF]) - Wards 1 and 3 (Tarkanian and Coffin)

Fiscal Impact

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

Amount: $300,000
Funding Source: Road and Flood CPF
Dept./Division: PW/Transportation Engineering

PURPOSE/BACKGROUND:

This Interlocal Contract applies to the engineering design of Charleston Boulevard, Grand Central Parkway to Fremont Street. Improvements include rehabilitating the pavement and sidewalk widening including transit and other pedestrian improvements and any other miscellaneous items necessary to complete the project. Total funding from Fuel Revenue Indexing funds for this project shall not exceed $300,000. The RTC approved this contract at their January 8, 2015 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract 847

DocuSign Envelope ID: 34185E4B-8870-4610-9A8D-5920A61BA38D

INTERLOCAL CONTRACT
CHARLESTON BOULEVARD, GRAND CENTRAL PARKWAY TO FREMONT STREET

THIS INTERLOCAL CONTRACT made and entered into this 8th day of January, 2015, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "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 design for the Charleston Boulevard, Grand Central Parkway to Fremont Street improvements, hereinafter referred to as "PROJECT," located wholly within the City of Las Vegas has been approved by the RTC; and

WHEREAS, the CITY is requesting an Authorization to Proceed from RTC to commence the design for the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to improvements for the Charleston Boulevard, Grand Central Parkway to Fremont Street. The improvements may include engineering design of complete street elements, rehabilitation of the existing pavement and storm drain along with widening sidewalks, placing street trees, landscaping, upgrading street lighting, Americans with Disabilities Act (ADA) accessibility, utility relocation, transit improvements and any other appurtenances as may be necessary to complete the PROJECT.

SECTION II: PROJECT COSTS

The RTC agrees to provide funding from Fuel Revenue Indexing funds for PROJECT costs according to its policies, including but not limited to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of RTC, incorporated herein by reference and in accordance with the following:

1. The total cost for engineering design, contract administration, surveying, inspection, testing, and utility relocation shall not exceed $300,000.

2. "Authorization to Proceed" will be granted by the RTC for engineering design in an amount not to exceed $300,000. The design contract for this PROJECT will be awarded within 60 calendar days from the date of the signed Authorization to Proceed or the Authorization to Proceed will be automatically rescinded by the RTC and the funds will be redirected to the next highest ranked project on the Fuel Revenue Indexing pending list.

3. A separate request for an "Authorization to Proceed" will be required for right-of-way acquisition, construction and construction engineering.

4. At the time "Authorization to Proceed" is granted by the RTC for construction, CITY will publish the bid for this Project prior to 60 calendar days from the date of the signed Authorization to Proceed or the Authorization to Proceed will be automatically rescinded by the RTC and the funds will be redirected to the next highest ranked project on the Fuel Revenue Indexing pending list.

5. Upon award of construction bid, the Interlocal Contract and Authorization to Proceed amount shall be reduced to the PROJECT award amount and funding for contingency not to exceed 10% of the award amount construction management in the amount of not to exceed 13% of the award amount and funding for construction survey not to exceed 3% of the award amount. Any remaining unallocated funds shall be returned to the RTC.

6. 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 both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.

4. The CITY's Department of Public Works has a policy, which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.

5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of December 31, 2017. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

7. 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. The CITY will be responsible for the actions or inactions of its Officers and Employees. The RTC's sole responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the CITY, its Officers, Employees, or agents.

8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

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IN WITNESS WHEREOF, this Interlocal Contract is effective as of the date first set forth above.

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

1/8/2015 BY: DocuSigned by: Laurence L. Brown III 9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

Attest:

DocuSigned by: Shavonne Jones 9056263B8AC0448...

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 1/28/15

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve Interlocal Contract 848 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for engineering design of Las Vegas Boulevard, Stewart Avenue to Sahara Avenue ($2,000,000 - Road and Flood Capital Project Fund [CPF]) - Wards 3 and 5 (Coffin and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,000,000
Funding Source: Road and Flood CPF
Dept./Division: PW/Transportation Engineering

PURPOSE/BACKGROUND:

This Interlocal Contract applies to the engineering design of Las Vegas Boulevard, Stewart Avenue to Sahara Avenue. Improvements include rehabilitating the pavement, sidewalk widening, transit upgrades and other complete street improvements. Total funding from Fuel Revenue Indexing funds for this project shall not exceed $2,000,000. The RTC approved this contract at their January 8, 2015 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Contract 848

DocuSign Envelope ID: 3418DE4B-8870-4610-9A8D-5920A61BA38D

INTERLOCAL CONTRACT
LAS VEGAS BOULEVARD, STEWART AVENUE TO SAHARA AVENUE

THIS INTERLOCAL CONTRACT made and entered into this 9th day of January, 2015, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "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 design and perform right-of-way other for the Las Vegas Boulevard, Stewart Avenue to Sahara Avenue improvements, hereinafter referred to as "PROJECT," located wholly within the City of Las Vegas has been approved by the RTC; and,

WHEREAS, the CITY is requesting an Authorization to Proceed from RTC to commence the engineering and right-of-way other for the PROJECT; and,

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract applies to improvements of Las Vegas Boulevard, Stewart Avenue to Sahara Avenue. The improvements may include design of improvements, right-of-way other to incorporate complete street elements, rehabilitation of the existing pavement and storm drain along with widening sidewalks, placing street trees, landscaping, neon signs, upgrading street lighting, Americans with Disabilities Act (ADA) accessibility, utility relocation, bus stop improvements and any other appurtenances as may be necessary to design a complete PROJECT.

SECTION II: PROJECT COSTS

The RTC agrees to provide funding from Fuel Revenue Indexing funds for PROJECT costs according to its policies, including but not limited to Section 6.1 REIMBURSEMENT COSTS of the Policies and Procedures Manual of RTC, incorporated herein by reference and in accordance with the following:

1. The total cost for engineering design, contract administration, surveying, inspection, testing, utility relocation and right-of-way other shall not exceed $2,000,000.

2. "Authorization to Proceed" will be granted by the RTC for engineering design in an amount not to exceed $1,970,000 and for right-of-way other in amount not to exceed $30,000. The design contract for this PROJECT will be awarded within 60 calendar days from the date of the signed Authorization to Proceed or the Authorization to Proceed will be automatically rescinded by the RTC and the funds will be redirected to the next highest ranked project on the Fuel Revenue Indexing pending list.

3. A separate request for an "Authorization to Proceed" will be required for right-of-way acquisition, construction and construction engineering.

4. At the time "Authorization to Proceed" is granted by the RTC for construction, CITY will publish the bid for this PROJECT prior to 60 calendar days from the date of the signed Authorization to Proceed or the Authorization to Proceed will be automatically rescinded by the RTC and the funds will be redirected to the next highest ranked project on the Fuel Revenue Indexing pending list

5. Upon award of construction bid, the Interlocal Contract and Authorization to Proceed amount shall be reduced to the PROJECT award amount and funding for contingency not to exceed 10% of the award amount construction management in the amount of not to exceed 13% of the award amount and funding for construction survey not to exceed 3% of the award amount. Any remaining unallocated funds shall be returned to the RTC.

6. 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 both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.

4. The CITY's Department of Public Works has a policy, which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.

5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of December 31, 2018. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

7. 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. The CITY will be responsible for the actions or inactions of its Officers and Employees. The RTC's sole

responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the CITY, its Officers, Employees, or agents.

8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

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IN WITNESS WHEREOF, this Interlocal Contract is effective as of the date first set forth above.

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

1/8/2015

BY: DocuSigned by: Lawrence L. Brown III
9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

Attest:

DocuSigned by: Shavonne Jones
9056263B8AC0448...

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 1/28/15

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Supplemental Interlocal Contract No. 4 - 438d between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to December 31, 2018 for Grand Teton Drive Overpass at US-95 - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The RTC has entered into an interlocal contract and supplemental interlocal contracts with the City of Las Vegas for design and construction of roadway improvements for Grand Teton Drive Overpass at US-95. This Supplemental Interlocal Contract No. 4 will extend the project completion date to December 31, 2018 due to limited project funding. The RTC approved this contract at their December 11, 2014 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 4 - 438d

DocuSign Envelope ID: F68588E-E4D3-430C-A799-03966172E6DBD

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 4
GRAND TETON DRIVE OVERPASS AT US-95

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 4 made and entered into this 11th day of December, 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, RTC approved an Interlocal Contract on June 12, 2003 and Supplemental Interlocal Contracts on November 9, 2006, August 14, 2008 and November 13, 2008 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Grand Teton Drive Overpass at US-95, hereafter referred to as "PROJECT", being located wholly within the CITY, has been approved by the RTC; and,

WHEREAS, the RTC previously granted "Authorization to Proceed" for engineering, right-of-way other and right-of-way acquisition; and,

WHEREAS, the CITY desires to extend the PROJECT completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION III - GENERAL, paragraph 7 shall be changed to read as follows:

7. The PROJECT must be completed to the satisfaction of the RTC prior to December 31, 2018. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

The remainder of the Interlocal Contract dated June 12, 2003 and Supplemental Interlocal Contracts dated November 9, 2006, August 14, 2008 and November 13, 2008 shall remain unchanged.

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DocuSign Envelope ID: F66588 1E-E4D3-430C-A799-03966 17E6DBD

IN WITNESS WHEREOF, this Fourth Supplemental Interlocal Contract is effective as of the date first set forth above.

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

12/11/2014

BY: DocuSigned by: Lawrence L. Brown III 9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

Attest:

DocuSigned by: Shavonne Jones 9056263B8AC0448...

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
Deputy City Attorney

John S. Ridilla 12/24/14

Deputy City Attorney Date

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Supplemental Interlocal Contract No. 7 - 685g between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to December 31, 2017 for construction and engineering for the Fiscal Year 2012/2013 Arterial Reconstruction Projects located throughout the City - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The RTC has entered into an interlocal contract and supplemental interlocal contracts with the City of Las Vegas for design and construction and engineering of improvements associated with the Fiscal Year 2012/2013 Arterial Reconstruction Program to prolong the life of existing arterial roadways. This Supplemental Interlocal Contract No. 7 will extend the project completion date to December 31, 2017. The RTC approved this contract at their December 11, 2014 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 7 - 685g

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SUPPLEMENTAL INTERLOCAL CONTRACT NO. 7
ARTERIAL RECONSTRUCTION PROJECTS
FISCAL YEAR 2012/2013

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 7 made and entered into this 11th day of December, 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, RTC approved an Interlocal Contract on July 14, 2011 and Supplemental Interlocal Contracts on August 11, 2011, February 9, 2012, May 17, 2012 and July 12, 2012, May 16, 2013 and August 8, 2013 for a project to design, perform construction inspection and construct roadway improvements for CITY Arterial Reconstruction Program, hereafter referred to as PROJECT, being located wholly within the CITY, has been approved by the RTC; and,

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction and engineering; and,

WHEREAS, the CITY desires to extend the PROJECT completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION III: GENERAL paragraph 6, shall be revised to read as follows:

6. The Project must be completed to the satisfaction of the RTC prior to December 31, 2017. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

The remainder of the Interlocal Contract dated July 14, 2011 and Supplemental Interlocal Contracts dated August 11, 2011, February 9, 2012 May 17, 2012 and July 12, 2012, May 16, 2013 and August 8, 2013 shall remain unchanged.

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DocuSign Envelope ID: F68588E-E4D3-430C-A799-03966 17E6DBD

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 7 is effective as of the date first set forth above.

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

12/11/2014

BY: DocuSigned by: Lawrence L. Brown III 9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

Attest:

DocuSigned by: Shavonne Jones 9056263B8AC0448...

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
Deputy City Attorney

John S. Ridilla 12/24/14

Deputy City Attorney Date

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve Supplemental Interlocal Contract No. 11 - 457k between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to December 31, 2015 for Bonneville Avenue/Clark Avenue One-Way Couplet, Main Street to Maryland Parkway project - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:

The RTC has entered into an interlocal contract and supplemental interlocal contracts with the City of Las Vegas for design and construction of roadway improvements for the Bonneville/Clark One-Way Couplet project. This Supplemental Interlocal Contract No. 11 will extend the project completion date to December 31, 2015. Additional time is required to complete and close out the project. The RTC approved this contract at their December 11, 2014 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental Interlocal Contract No. 11 - 457k

DocuSign Envelope ID: F68588 1E-E4D3-430C-A799-03966 17E6DBD

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 11
BONNEVILLE/CLARK ONE-WAY COUPLET

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 11 made and entered into this 11th day of December, 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, RTC approved an Interlocal Contract on November 13, 2003 and Supplemental Interlocal Contracts on December 14, 2006, November 13, 2008, May 21, 2009, June 11, 2009, March 11, 2010, October 14, 2010, January 13, 2011, September 13, 2012, November 8, 2012 and November 14, 2013 for a project to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Bonneville/Clark One-Way Couplet, from Main Street to Charleston Boulevard, hereinafter referred to as the "PROJECT", located wholly within the CITY, has been approved by the RTC; and,

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction, engineering, right-of-way acquisition and right-of-way other; and,

WHEREAS, the CITY wishes to extend the PROJECT completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, it is mutually agreed to supplement the Interlocal Contract for the PROJECT as follows:

SECTION III – GENERAL paragraph 7 shall be revised to read as follows:

7. The PROJECT must be completed to the satisfaction of the RTC prior to December 31, 2015. The RTC may at any time thereafter grant time extensions or terminate this contract and require all sums advanced to the CITY be reimbursed.

The remainder of the interlocal contract dated November 13, 2003, and the supplemental interlocal contracts dated December 14, 2006, November 13, 2008, May 21, 2009, June 11, 2009, March 11, 2010, October 14, 2010, January 13, 2011, September 13, 2012, November 8, 2012 and November 14, 2013 shall remain unchanged.

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IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 11 is effective as of the date first set forth above.

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

12/11/2014 BY: DocuSigned by: Lawrence L Brown III 9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

Attest:

DocuSigned by: Shavonne Jones 9056263B8AC0448...

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 Deputy City Attorney

John S. Ridilla 12/24/14

Deputy City Attorney Date

143A Bonneville Clark One Way Couplet 457k

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Supplemental Interlocal Contract No. 10 - 461j between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to December 31, 2016 for ITS Communication Infrastructure Project located throughout the City - All Wards and Clark County

Fiscal Impact

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

PURPOSE/BACKGROUND:
The RTC has entered into an interlocal contract and supplemental interlocal contracts with the City of Las Vegas for improvements needed to provide fiber optic interconnect conduit and fiber optic cable. This Supplemental Interlocal Contract No. 10 will extend project completion date to December 31, 2016. Additional time is required to complete and close out the project. The RTC approved this contract at their December 11, 2014 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 10 - 461j

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SUPPLEMENTAL INTERLOCAL CONTRACT NO. 10
ITS COMMUNICATION INFRASTRUCTURE PROJECT

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 10, made and entered into this 11th day of December, 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".

WHEREAS, RTC approved an Interlocal Contract on March 11, 2004 and supplemental interlocal contracts on October 14, 2004, September 8, 2005, March 13, 2008, February 12, 2009, June 11, 2009, August 13, 2009, October 8, 2009, July 14, 2011 and June 13, 2013 for improvements needed to provide fiber optics interconnect conduit and fiber optic cable, hereafter referred to as a "PROJECT", located partially within the CITY and partially within the COUNTY; and,

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction and engineering; and,

WHEREAS, the CITY desires to extend the PROJECT completion date; and,

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the RTC authorizes the CITY to proceed with the PROJECT as it is mutually understood and agrees as follows:

SECTION III – GENERAL paragraph 7 shall be revised to read as follows:

7. The PROJECT must be completed to the satisfaction of the RTC prior to December 31, 2016. The RTC may at any time thereafter grant time extensions or terminate this contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contract dated March 11, 2004, and supplemental interlocal contracts dated October 14, 2004, September 8, 2005, March 13, 2008, February 12, 2009, June 11, 2009, August 13, 2009, October 8, 2009, July 14, 2011 and June 13, 2013 shall remain unchanged.

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DocuSign Envelope ID: F66588 1E-E4D3-430C-A799-039661 7E6DBD

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 10 is effective as of the date first set forth above.

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

12/11/2014 BY: DocuSigned by: Laurence L Brown III 9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

Attest:

DocuSigned by: Shavonne Jones 9056263B8AC0448...

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
Deputy City Attorney

John S. Ridilla 12/24/14

Deputy City Attorney Date

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Supplemental Interlocal Contract No. 3 - 472c between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to December 31, 2015 for the City of Las Vegas' Fiscal Year 2005 Arterial ITS Interconnect Conduit Project located throughout the City - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The RTC has entered into an interlocal contract and supplemental interlocal contracts with the City of Las Vegas for improvements associated with the Fiscal Year 2005 Arterial Interconnect Conduit Program. This project includes the installation of underground traffic conduits, pull boxes and cable as needed to support the Intelligent Transportation System network to avoid future cuts in the new pavement surfaces. This Supplemental Interlocal Contract No. 3 will extend the project completion date to December 31, 2015. Additional time is required to complete the project. The RTC approved this contract at their December 11, 2014 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 3 - 472c

DocuSign Envelope ID: F66588E-E4D3-430C-A799-039661 7E6DBD

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3
ARTERIAL ITS INTERCONNECT CONDUIT PROJECT
FISCAL YEAR 2005

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3 made and entered into this 11th day of December, 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, RTC approved an Interlocal Contract on June 10, 2004 and supplemental interlocal contracts dated June 10, 2010 and December 13, 2012 for a project to construct 2005 Arterial ITS Interconnect Conduit, hereinafter referred to as "PROJECT", being located wholly within the City of Las Vegas, has been approved by the RTC; and,

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction and engineering; and,

WHEREAS, the CITY desires to extend the PROJECT completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION III: GENERAL, paragraph 6 shall be revised to read as follows:

6. The PROJECT must be completed to the satisfaction of the RTC prior to December 31, 2015. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contract dated June 10, 2004 and the supplemental interlocal contracts dated June 10, 2010 and December 13, 2012 shall remain unchanged.

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IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 3 is effective as of the date first set forth above.

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

12/11/2014 BY: DocuSigned by: Lawrence L. Brown III 9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

Attest:

DocuSigned by: Shavonne Jones 9056263B8AC0448...

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
Deputy City Attorney

John S. Ridilla 12/24/14

Deputy City Attorney Date

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Supplemental Interlocal Contract No. 8 - 537h between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to December 31, 2016 for Cliff Shadows, Buckskin to Lone Mountain Road project - Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The RTC has entered into an interlocal contract and supplemental interlocal contracts with the City of Las Vegas for design and construction of Cliff Shadows, Buckskin Avenue to Lone Mountain Road. This Supplemental Interlocal Contract No. 8 will extend the project completion date to December 31, 2016. Additional time is required to complete the last phase of the project and include warranty period. The RTC approved this contract at their December 11, 2014 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 8 - 537h

DocuSign Envelope ID: F66588 1E-E4D3-430C-A799-03966 17E6DBD

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 8
CLIFF SHADOWS, BUCKSKIN TO LONE MOUNTAIN ROAD

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 8 made and entered into this 11th day of December, 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".

WITNESSETH

WHEREAS, RTC approved an Interlocal Contract on July 13, 2006 and the supplemental interlocal contracts on December 11, 2008, June 11, 2009, March 11, 2010, September 9, 2010, March 10, 2011, May 19, 2011and June 13, 2013 to design, purchase right-of-way, perform construction inspection and construct roadway improvements for Cliff Shadows, Buckskin to Lone Mountain Road located wholly within the CITY; and,

WHEREAS, the RTC previously granted an "Authorization to Proceed" for construction, engineering, right-of-way acquisition and right-of-way other; and,

WHEREAS, the CITY desires to extend the PROJECT completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION III – GENERAL paragraph 7 shall be revised to read as follows:

7. The PROJECT must be completed to the satisfaction of the RTC prior to December 31, 2016. The RTC may at any time thereafter grant time extensions or terminate this contract and require all sums advanced to the CITY be reimbursed.

The remainder of the Interlocal Contract dated July 13, 2006 and supplemental interlocal contracts dated December 11, 2008, June 11, 2009, March 11, 2010, September 9, 2010, March 10, 2011, May 19, 2011 and June 13, 2013 shall remain unchanged.

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DocuSign Envelope ID: F66568E-E4D3-430C-A799-03966 17E6DBD

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 8 is effective as of the date first set forth above.

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

12/11/2014

BY: DocuSigned by: Lawrence L. Brown III 9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

Attest:

DocuSigned by: Shavonne Jones 9056263B8AC0448...

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
Deputy City Attorney

John S. Ridilla 12/24/14

Deputy City Attorney Date

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve First Supplemental Interlocal Contract LAS16O13 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date to January 1, 2017, for construction of Rancho Road System - Elkhorn Road, Fort Apache Road to Grand Canyon Drive - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Clark County Regional Flood Control District (CCRFCD) approved an Interlocal Contract on December 12, 2013 to provide funding for construction of Rancho Road System - Elkhorn Road, Fort Apache Road to Grand Canyon Drive. This First Supplemental Interlocal Contract will extend the project completion date from January 1, 2015 to January 1, 2017 to allow for completion of the project. The CCRFCD approved these contracts at their January 8, 2015 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
First Supplemental Interlocal Contract LAS16O13

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT
RANCHO ROAD SYSTEM – ELKHORN, FORT APACHE TO GRAND CANYON

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 8th day of January, 2015 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 0275, hereinafter referred to as "PROJECT"; and,

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and,

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and,

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and,

WHEREAS, the Interlocal Contract dated December 12, 2013 was entered into between the DISTRICT and the CITY; and,

WHEREAS, the CITY desires 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 15 shall be revised to read as follows:

15. The items covered in SECTION II - PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to January 1, 2017. 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 12, 2013 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this First 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 1/23/15
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

January 8, 2015

Regional Flood Control District

By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Deanna Hughes
Deanna Hughes
Secretary to the Board

Approved as to Form

By: Jan 8, 2015
Christopher Figgins Date
Chief Deputy District Attorney

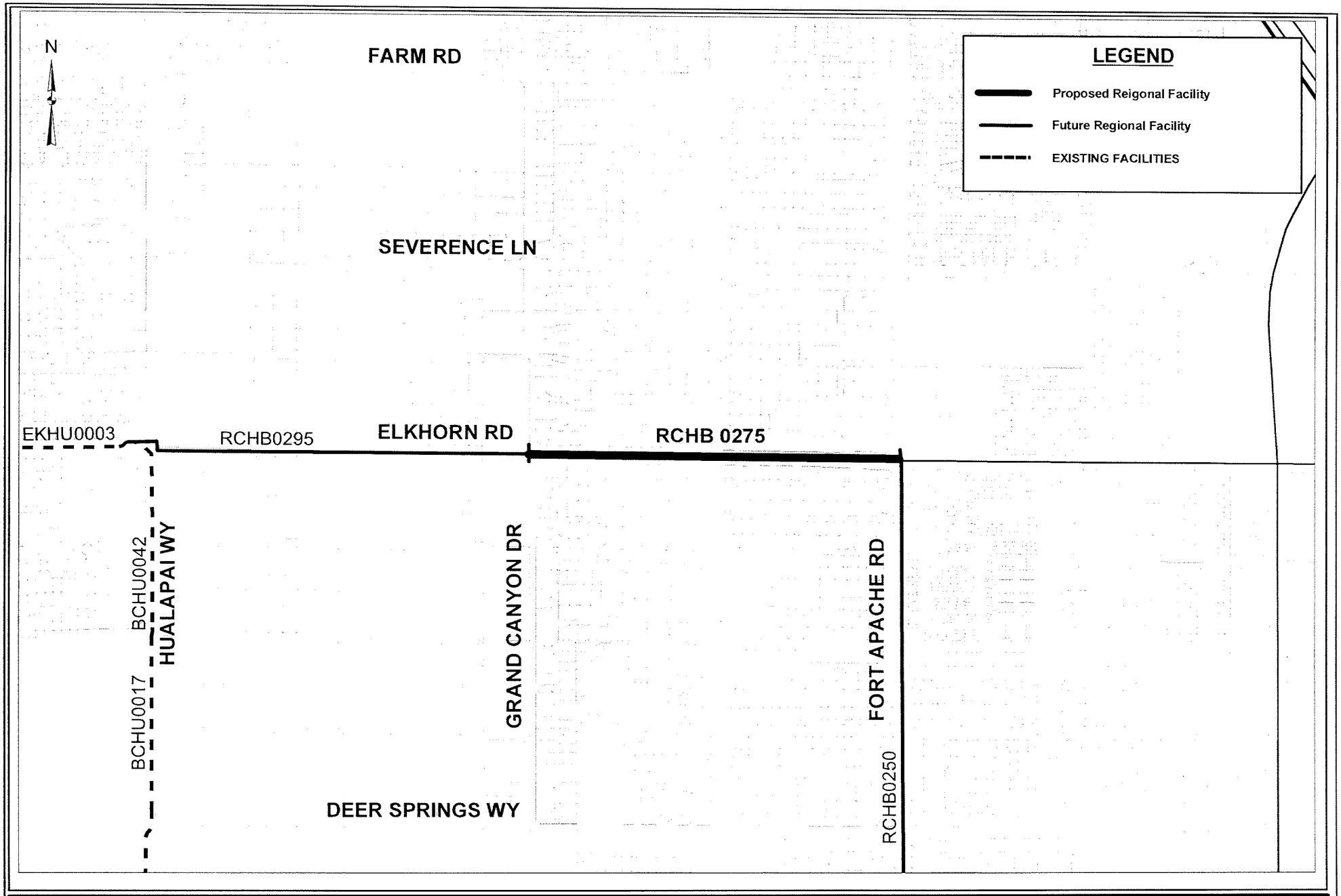

EXHIBIT A

NOVEMBER 13

RANCHO ROAD SYSTEM - ELKHORN, FORT APACHE TO GRAND CANYON (LAS16O13)

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City of Las Vegas Agenda Item No.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve adjustment to the Capital Improvement Project (CIP) schedule by reallocating funding from the Downtown Pedestrian and Bicycle Improvements - 3rd Street, Gass Avenue to Fremont Street project to the Bridger Avenue Connector over the Union Pacific Rail Road (UPRR) project - Wards 3 and 5 (Coffin and Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:

The CIP adjustment is requested to provide funding for the engineering design of a multi-modal bridge. This Bridger Avenue Connector over the UPRR will connect Downtown and Symphony Park along the Bridger Avenue alignment. To fund this design, we are reducing the current funding from Downtown Pedestrian and Bicycle Improvements - 3rd Street, Gas Avenue to Fremont Street project in the amount of $1,200,000 and increasing funding for the Bridger Avenue Connector project by the same amount of $1,200,000.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

None

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve Interlocal Agreement No. 051-15-015 with the State of Nevada Department of Transportation (NDOT) for construction of Clark County Regional Flood Control District (CCRFCD) facility CNWE 0301 and 0304, in conjunction with the NDOT construction of the north US-95 to east Clark County 215 (CC-215) ramp and the west CC-215 to south US-95 ramp and southbound US-95 collector distributor road between the Bruce Woodbury Beltway CC-215 and US-95 between Sky Pointe Drive, Tenaya Way, Azure Drive, and Oso Blanca Road ($19,093,000 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $19,093,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:

The Nevada Department of Transportation (NDOT) is nearing the construction phase for the Phase 3A portion of the system-to-system interchange of Bruce Woodbury Beltway CC-215 and US-95 improvement project. This Cooperative Agreement with NDOT allows for NDOT to advertise, bid, and perform the construction management of the CCRFCD facility with City construction management oversight.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Interlocal Agreement No. 051-15-015

Agreement Number 051-15-015

INTERLOCAL AGREEMENT

This Agreement, made and entered into the _____ day of _____, _____, by and between the STATE OF NEVADA, acting by and through its Department of Transportation, hereinafter called the DEPARTMENT, and the City of Las Vegas, a municipal corporation of the state of Nevada, hereinafter called the CITY.

WITNESSETH:

WHEREAS, an Interlocal Agreement is defined as an agreement by public agencies to "obtain a service" from another public agency; and

WHEREAS, pursuant to the provisions contained in Chapter 408 of the Nevada Revised Statutes, the Director of the DEPARTMENT may enter into agreements necessary to carry out the provisions of the Chapter; and

WHEREAS, NRS 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an Interlocal Contract, hereinafter called an Agreement; and

WHEREAS, the DEPARTMENT desires to move forward with a project involving the DEPARTMENT's construction of the north US-95 to east Clark County 215 (CC-215) ramp, the west CC-215 to south US-95 ramp and the southbound US-95 collector distributor road between the Bruce Woodbury Beltway CC-215 and US-95; perpetuation of existing drainage and adding additional lighting, signing, and ITS facilities; improvement of landscape and aesthetic features; and relocation of utilities as necessary to accommodate the proposed highway improvements hereinafter called the PROJECT; and

WHEREAS, the DEPARTMENT will administer the design and construction of the PROJECT; and

WHEREAS, the CITY desires to construct a Regional Flood Control Facility hereinafter called the FACILITY within the limits of and as part of the PROJECT; and

WHEREAS, the purpose of this Agreement is to define the parties' responsibilities, describe the cooperation and participation of the parties during the construction, and maintenance of the PROJECT and the FACILITY after its construction; and

WHEREAS, another purpose of this Agreement is to secure encroachment rights for the DEPARTMENT on CITY right-of-way for the purposes of placing traffic control devices and traffic detours during construction of the PROJECT and the FACILITY; and

WHEREAS, the FACILITY is identified in the Clark County Regional Flood Control District (CCRFCD) Master Plan Update of the Las Vegas Valley, October 2013; and

WHEREAS, the DEPARTMENT and the CITY desire to construct only the portion of the FACILITY as part of the PROJECT and as shown in Exhibit A; and

WHEREAS, the CITY anticipates that unforeseen changes during construction may be necessary to complete the FACILITY included in and affected by the PROJECT hereinafter called CHANGES; and

WHEREAS, the construction of the PROJECT and the FACILITY will be of benefit to the DEPARTMENT, the CITY, and to the people of the State of Nevada; and

WHEREAS, the CITY is willing and able to fund the construction of the FACILITY pursuant to the terms of this Agreement; and

WHEREAS, the CITY and the DEPARTMENT are willing and able to perform the services described herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

ARTICLE I - CITY AGREES

1. To be responsible for and to perform or have performed by others the preparation of final contract plans and hydraulic engineering related to the FACILITY. The FACILITY shall be designed and constructed to meet all applicable CITY, DEPARTMENT, and CCRFCD design and maintenance criteria. Plans shall be prepared consistent with the DEPARTMENT's drafting standards and format and consistent with the edition of the DEPARTMENT's Standards and Specifications for Road and Bridge Construction published at the time of commencement of design work.

2. To review plans and specifications and provide written approval of the final construction plans, as it relates to the FACILITY, prior to advertisement of the PROJECT.

3. To be responsible for all construction costs for the FACILITY as part of the PROJECT with the exception of any additional costs for Class D Concrete, modified (Major) and Reinforcing Steel to meet added structural requirements as set forth in Article, II, Paragraph 8. The total construction costs for the FACILITY are estimated to be Nineteen Million Ninety-Three Thousand and No/100 Dollars ($19,093,000.00) ("Facility Cost"). The FACILITY construction costs to be paid to the DEPARTMENT will be all of those costs incurred by the DEPARTMENT to complete construction of the FACILITY, including construction contracts, construction engineering, and CHANGES, as supported by invoices (the "Actual Costs") and shall not exceed the Facility Cost without prior written approval of the CITY.

4. To reimburse the DEPARTMENT within nintey (90) calendar days after the DEPARTMENT's award of the contract to construct the PROJECTand upon recipt of the invoice for one-half of the balance of the Actual Costs for the FACILITY estimated to be Nine Million Five Hundred Forty-Six Thousand Five Hundred and No/100 Dollars ($9,546,500.00).

5. To reimburse the DEPARTMENT within thirty (30) calendar days upon recipt of monthly invoices for construction engineering costs for the FACILITY estimated to be One Million Three Hundred Thousand and No/100 Dollars ($1,300,000.00) ("Construction Engineering Cost"). Construction Engineering will be calculated based on seven and one-half percent (7.5%) of the actual amount of the awarded bid. Any expenditure for construction engineering that exceeds the Construction Engineering Cost shall require written approval of the CITY.

6. To reimburse the DEPARTMENT within nintey (90) calendar days after the FACILITY is satisfactorily complete and upon recipt of the invoice, with the exception of As-Built

Plans and final cleanup ("Substantial Completion"), for the remaining balance of the Actual Costs for the FACILITY (minus the costs previously billed for construction engineering) estimated to be Nine Million Five Hundred Forty-Six Thousand Five Hundred and No/100 Dollars ($9,546,500.00).

7. To allow the DEPARTMENT and its agents to occupy all CITY right-of-way necessary for the construction of the project.

8. To accept maintenance duties, obligations and responsibilities for the FACILITY at the completion of construction of the PROJECT.

9. To obtain an encroachment permit from the DEPARTMENT, at no cost to the CITY, allowing the CITY to occupy the DEPARTMENT's right-of-way for the purpose of maintaining the FACILITY.

10. To submit all requests for the DEPARTMENT's approval for CHANGES in writing.

11. To be responsible for all costs associated with CHANGES requested by the CITY and/or needed to complete the construction of the FACILITY as part of the PROJECT.

12. To complete the review of all CHANGES for the FACILITY submitted to the CITY by the DEPARTMENT within ten (10) working days and authorization from Clark County Regional Flood Control District for any change order greater than Fifty Thousand and No/100 Dollars ($50,000.00) after service of such submissions so long as the total budget for the FACILITY does not exceed the FACILITY COST. Failure of the CITY to respond within this time frame shall constitute CITY consent and acceptance of the CHANGES and the DEPARTMENT will proceed with change order(s) as not to delay the construction of the PROJECT and will assume no liability therefore. For those change orders that require the CITY's City Council action, the CITY agrees to initiate the approval process within seven (7) calendar days of acceptance of the change order request by the CITY. If the City Council fails to approve additional funding as requested by the DEPARTMENT, then the DEPARTMENT is excused from its obligations pursuant to this Agreement to the CITY as they relate to the FACILITY and the CITY agrees it will pay the DEPARTMENT all costs and expenses related to, arising out of, or attributed to any completed work related to facility and any other costs and expenses associated with the termination of said work.

13. To issue a barricade permit to the DEPARTMENT's contractor, at no cost to the DEPARTMENT, allowing the DEPARTMENT's contractor to occupy the CITY's right-of-way for the purposes of providing for traffic detours, the placing of traffic control devices, and any other traffic control-related scenario requiring such contractor's encroachment on said right-of-way needed for the purposes of constructing the PROJECT.

14. To review, comment, and approve in writing, on DEPARTMENT-submitted, contractor-designed, traffic control plans for any facility or improvement that will be owned and/or maintained by the CITY or any other traffic control plans proposed in CITY public right-of-way. The CITY's response shall be received by the DEPARTMENT within fourteen (14) calendar days of the CITY's receipt of such plans. Failure of CITY to respond within this time frame shall constitute the CITY's acceptance of the plans and permission for the DEPARTMENT to proceed. The CITY shall not impose any requirements in the barricade permit beyond those requirements set forth in the contract documents. CITY agrees to issue a no-fee barricade permit to the DEPARTMENT's contractor for traffic control within CITY right-of-way within seven (7) calendar days; however the CITY reserves the right to issue fines for traffic controls violating the conditions of the approved permit.

ARTICLE II - DEPARTMENT AGREES

1. To construct the FACILITY in accordance with the mutually approved plans and specifications for the PROJECT and FACILITY and pursuant to the terms and conditions of this Agreement.

2. To establish a Project Identification Number to track all PROJECT costs.

3. To provide the CITY with supporting documentation for the construction costs for the FACILITY.

4. To invite the CITY and the CCRFCD to attend project meetings including, but not limited to, field reviews, plan review meetings, and the pre-construction conference for the PROJECT.

5. To provide the CITY and the CCRFCD a final set of plans, specifications, estimates, and bid documents for the CITY's use.

6. Upon the DEPARTMENT's award to construct the PROJECT, to bill the CITY for one-half of the balance of the Actual Costs for the FACILITY estimated to be Nine Million Five Hundred Forty-Six Thousand Five Hundred and No/100 Dollars ($9,546,500.00).

7. To bill the CITY monthly for a portion of the total construction engineering costs for the FACILITY estimated to be One Million Three Hundred Thousand and No/100 Dollars ($1,300,000.00). Construction Engineering will be calculated based on seven and one-half percent (7.5%) of the actual amount of the awarded bid.

8. To bill the CITY within nintey (90) calendar days after Substantial Completion of the FACILITY for the remaining balance of the Actual Costs for the FACILITY (minus the costs previously billed for construction engineering) estimated to be Nine Million Five Hundred Forty-Six Thousand Five Hundred and No/100 Dollars ($9,546,500.00). The DEPARTMENT has estimated there will be an additional structural requirement for the FACILITY between "CPCW 14+03.76 and "CPCW" 33+50.00 of 1,745 cubic yards of Class D Concrete, Modified (Major) and 498,943 pounds of Reinforcing Steel. The DEPARTMENT agrees to deduct the additional cost of this concrete and steel from the balance owed by the CITY for the FACILITY.

9. To allow the CITY to observe, review, and inspect all work associated with the FACILITY during construction with the understanding that any and all items of concern are reported to the DEPARTMENT's Resident Engineer for correction.

10. To review and approve CHANGES requested by the CITY within five (5) working days after service of such submission. Said approval shall not be unreasonably withheld.

11. To allow the CITY to review and comment on the DEPARTMENT's CHANGES to features or items related to the FACILITY for which the CITY assumes a cost participation and maintenance responsibility. The CITY's written response shall be made within ten (10) working days of service of such submissions and authorization from Clark County Regional Flood Control District for any change order greater than Fifty Thousand and No/100 Dollars ($50,000.00) so long as the total budget for the FACILITY does not exceed the FACILITY COST. No response from the CITY within this time frame shall constitute CITY consent and acceptance for the DEPARTMENT to proceed. For those change orders that require the CITY's City Council action, the CITY agrees to initiate the approval process within seven (7) calendar days of acceptance of the change order request by the CITY. If the City Council fails to approve additional funding as

requested by the DEPARTMENT, then the DEPARTMENT is excused from its obligations pursuant to this Agreement to the CITY as they relate to the FACILITY and the CITY agrees it will pay the DEPARTMENT all costs and expenses related to, arising out of, or attributed to any completed work related to facility and any other costs and expenses associated with the termination of said work.

12. To bill the CITY for all costs associated with CHANGES incurred during the construction of the FACILTY as part of the PROJECT.

13. To coordinate detours, haul routes, lane closures, and barricades on CITY streets and right-of-way with the CITY as plans are developed and direct its contractor to obtain a no-fee barricade permit from the CITY for any/all devices placed within CITY right-of-way.

14. To allow the CITY fourteen (14) calendar days to review and comment on DEPARTMENT-submitted, contractor-designed, traffic control plans for any facility or improvement that will be owned and/or maintained by the CITY or any other CITY public right-of-way.

15. To repair or replace the portion of the FACILITY, if it is no longer fit for its intended purpose and requires repair, under the west CC-215 to south US-95 ramp roadway prism between stations "CPCW 14+03.76 and "CPCW" 33+50.00 also as shown on Exhibit A attached hereto and made a part hereof.

16. To provide the CITY with "as-built" drawings as soon as practicable following the completion of the PROJECT and no later than ninety (90) days after completion of construction.

ARTICLE III - IT IS MUTUALLY AGREED

1. The term of this Agreement shall be from the date first written above through and including the December 31, 2017, or until the construction of all improvements contemplated herein have been completed and accepted by the DEPARTMENT, save and except the responsibility for maintenance as specified herein, whichever occurs first. Article 1, Paragraph 8, shall survive the expiration, termination or excuse from performance of this Agreement for force majeure and shall continue in effect unless and until the parties enter into a separate written agreement releasing the CITY from its obligations under such Paragraph.

2. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

3. The Parties shall not proceed with said work until a copy of this fully executed, signed by all individuals on the signatory lines below (hereinafter the "Final Execution Date"), Agreement is received. If either Party does commence said work prior to receiving a copy of this fully executed Agreement or prior to the Final Execution Date, that Party shall forfeit any and all right to reimbursement for that portion of the work performed prior to said dates. Furthermore, the Parties shall not rely on the terms of this Agreement in any way, including but not limited to any written or oral representations and warranties made by the DEPARTMENT or any of its agents, employees, or affiliates, or on any dates of performance, deadlines, indemnities, or any other term contained in this Agreement or otherwise prior to the Final Execution Date and/or Notice to Proceed. In the event either Party violates the provisions of this Section, that Party waives any and all claims and damages against the other Party, its employees, agents and/or affiliates, including but not limited to monetary damages and/or any other available remedy at law or in equity.

4. The parties agree to allow each other to observe, to inspect project construction and to review applicable change orders in a timely manner which prevents PROJECT delay. All change order requests shall be made in writing. Each party shall complete its review of all change orders submitted to it by the other party, within ten (10) working days after service of such change orders. In the event the CITY does not provide the DEPARTMENT with a written response to the DEPARTMENT's change orders within ten (10) working days following the DEPARTMENT's service of such change orders upon the CITY, the DEPARTMENT will proceed with the change orders so as not to delay the PROJECT, and will assume no liability therefor. The CITY shall be responsible for all costs associated with change orders requested by the CITY.

5. This Agreement may be terminated by either party prior to the date set forth above, provided that a termination shall not be effective until thirty (30) calendar days after a party has served written notice upon the other party. This Agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason federal, State Legislature, CCRFD or City funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

6. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:
Rudy Malfabon, P.E., Director
Attn.: Jenica Keller, P.E.
Nevada Department of Transportation
Division: Project Management
1263 South Stewart Street
Carson City, NV 89712
Phone: 775-888-7592
Fax: 775-888-7322
E-mail: jkeller2@dot.state.nv.us

FOR CITY:
David Bowers, P.E., P.T.O.E., Director Public Works
Attn.: Mark Sorensen, P.E.
City of Las Vegas
333 N. Rancho Drive, 9th Floor
Las Vegas, NV 89106
Phone: 702-229-2203
Fax: 702-868-6374
E-mail: msorensen@lasvegasnevada.gov

7. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents (written, electronic, computer related, or otherwise) pertaining to this Agreement and present, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be retained for three (3) years after final payment is made.

8. Failure of either party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided

by law or equity, including but not limited to the recovery of actual damages, and the prevailing party's reasonable attorney's fees and costs.

9. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

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

11. To the fullest extent of NRS Chapter 41 liability limitations, each party shall indemnify, hold harmless, and defend, not excluding the other's right to participate, the other from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorney's fees and costs, arising out of any alleged negligent or willful acts or omissions of the party, its officers, employees, and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described herein. This indemnification obligation is conditioned upon service of written notice to the other party within thirty (30) calendar days of the indemnified party's notice of actual or pending claim or cause of action. The indemnifying party shall not be liable for reimbursement of any attorney's fees and costs incurred by the indemnified party due to said party exercising its right to participate with legal counsel.

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

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

14. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist. The unenforceability of such provision or provisions shall not be held to render any other provision or provisions of this Agreement unenforceable.

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

16. Except as otherwise provided by this Agreement, all or any property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

17. Pursuant to NRS Chapter 239, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is confidential by law or a common law balancing of interests.

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

19. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to perform the services set forth herein.

20. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

21. The DEPARTMENT does not provide any warranty that the estimate provided in Article III, Paragraph 25, is an accurate reflection of the final cost. The DEPARTMENT disclaims any such warranty. The final costs may vary widely depending on the Contractor's bid prices. The CITY shall be wary in its reliance on the estimates set forth in the Agreement.

22. The DEPARTMENT will award the total contract in accordance with its rules and procedures under the Standard Specifications for Road and Bridge Construction to the lowest responsive and responsible bidder. The DEPARTMENT has the right to reject any and all bid proposals determined not to be in the best interest of the State.

23. Construction engineering costs will be the actual construction engineering costs incurred by the DEPARTMENT during the construction of the PROJECT.

24. Should this Agreement be terminated by the CITY prior to completion of the FACILITY, the CITY will reimburse the DEPARTMENT for the costs related to the FACILITY incurred up to the point of Agreement termination in an amount not to exceed the Faciliy Cost.

25. The CITY agrees to pay actual PROJECT costs for the FACILITY whether they be greater than or less than the estimates shown herein.

PROJECT costs for the FACILITY are estimated as follows:

FACILITY Construction	$17,856,000
Credit for added concrete and structural steel under NDOT ramp	(LESS) $ 1,246,000
DEPARTMENT Construction Engineering for FACILITY	$ 1,300,000
TOTAL FACILITY Costs	$17,910,000

26. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

27. This Agreement constitutes the entire agreement of the parties and such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject

matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

CITY of LAS VEGAS

Carolyn G. Goodman
Mayor, City of Las Vegas

Attest:

LuAnn D. Holmes, MMC
Acting City Clerk

Approved as to Form:

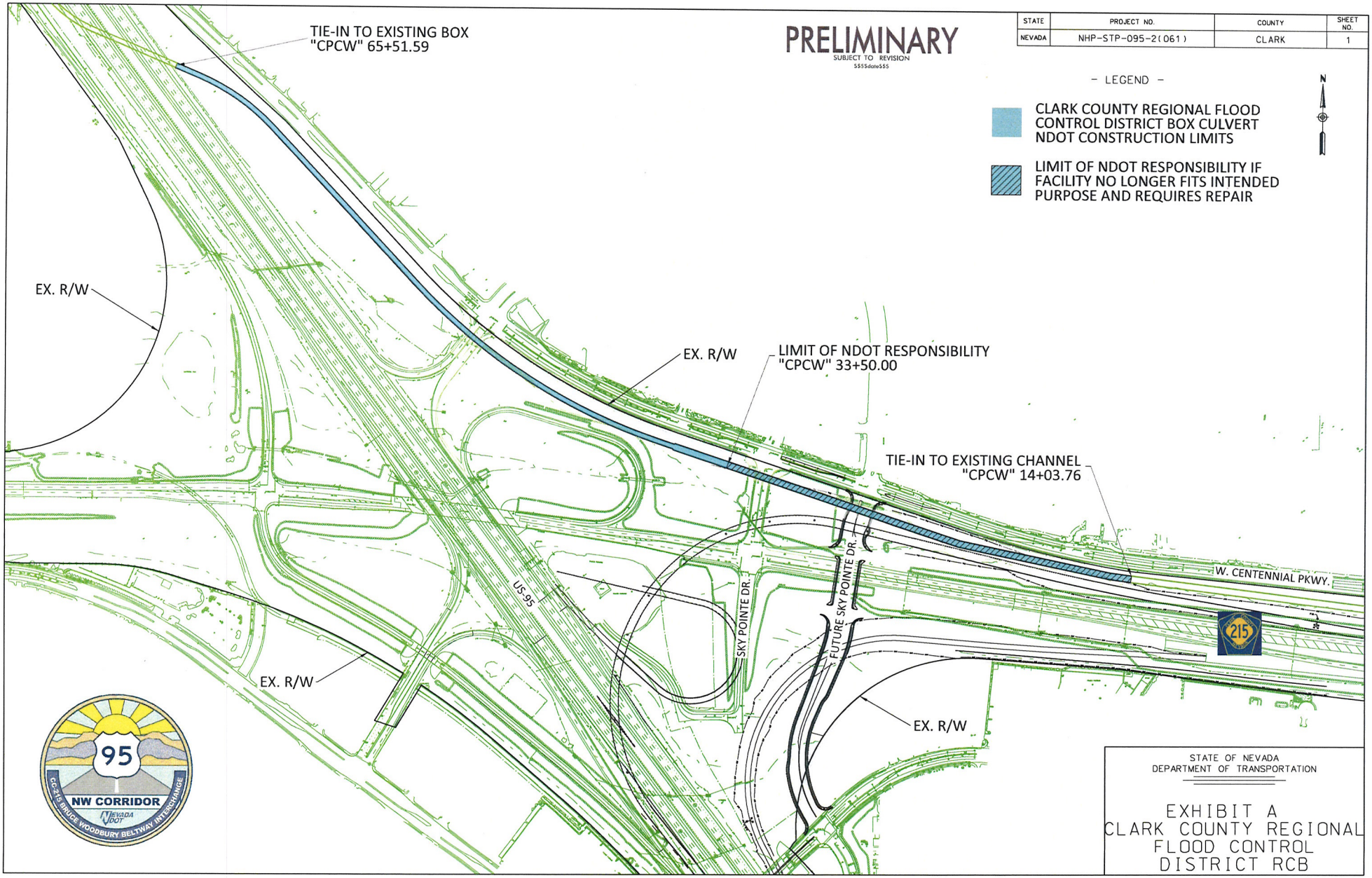
~~John S. Ridilla~~
~~Deputy City Attorney~~ **Teresita L. Ponticello**
Assistant City Attorney

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

Director

Approved as to Legality & Form:

Deputy Attorney General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PRELIMINARY
SUBJECT TO REVISION
$$$$date$$$
STATE | PROJECT NO. | COUNTY | SHEET NO.
NEVADA | NHP-STP-095-2(061) | CLARK | 1
- LEGEND -
CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT BOX CULVERT NDOT CONSTRUCTION LIMITS
LIMIT OF NDOT RESPONSIBILITY IF FACILITY NO LONGER FITS INTENDED PURPOSE AND REQUIRES REPAIR
N
EX. R/W
EX. R/W
LIMIT OF NDOT RESPONSIBILITY
"CPCW" 33+50.00
TIE-IN TO EXISTING CHANNEL
"CPCW" 14+03.76
W. CENTENNIAL PKWY.
US-95
SKY POINTE DR.
FUTURE SKY POINTE DR.
215
EX. R/W
EX. R/W
95
NW CORRIDOR
NEVADA DOT
CC-215 BRUCE WOODBURY BELTWAY INTERCHANGE
STATE OF NEVADA
DEPARTMENT OF TRANSPORTATION
EXHIBIT A
CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT RCB

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-4-2015 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Quick Start Program (QSP) Agreement between the RDA and Dougie J's Cafe, LLC, (Tenant/QSP Participant) located at 603 South Las Vegas Boulevard, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Coffin) [NOTE: This item is related to Redevelopment Agency Item 4 (RA-2-2015)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is related to an RDA item regarding assisting Dougie J's Café, LLC, (Tenant/QSP Participant) with the cost of code compliance and tenant improvements to the property located at 603 South Las Vegas Boulevard, APN 139-34-301-010. Approval will adopt findings that the QSP Agreement is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-4-2015
2. Public Purpose Impact Analysis
3. Site Map

RESOLUTION NO. R-4-2015

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE QUICK START AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY, OSVALDO E. FUMO AND DOUGIE J'S CAFE, LLC FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-34-301-010

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on September 19, 2012 the form for the Quick Start Agreement, the Quick Start Participant Affidavit, and the Quick Start Program Manual, in order to provide funding and encourage the rehabilitation of older commercial buildings, enhance the physical appearance of the redevelopment area and improve the overall economic viability of the city. This program provides a financial incentive, in the form of a grant, for property owners and/or tenants of commercial properties to invest in properties that have been subjected to deferred maintenance and must comply with current building and fire code standards; and

WHEREAS, DOUGIE J'S CAFE, LLC (the "QSP Participant") has a leasehold interest for real property and improvements located at 603 SOUTH LAS VEGAS BOULEVARD, and which parcel is commonly known as APN 139-34-301-010 (the "Site") and OSVALDO E. FUMO is the owner ("the Owner") of the Site; and

WHEREAS, the QSP Participant is the tenant of the real property located at 603 SOUTH LAS VEGAS BOULEVARD and is undertaking certain code compliance and deferred maintenance improvements to the property or the redevelopment of an underdeveloped property in accordance with the Quick Start Program;

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Quick Start Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to QSP Participant for making physical, code compliance and deferred maintenance improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the QSP Participant for the Project concerning the development on the Site.

///

///

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2015.

CITY OF LAS VEGAS

By_____

CAROLYN G. GOODMAN, Mayor

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

V. Pandicelli 1/20/15

Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
QUICK START AGREEMENT

THIS QUICK START AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2015, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as (the "Agency"), OSVALD E. FUMO, an individual, (hereinafter referred to as (the "Owner") and DOUGIE J'S CAFE, LLC, a Nevada domestic limited liability company (hereinafter referred to as (the "Tenant/QSP Participant").

Recitals

WHEREAS, the Agency administers and funds and is funded by the Agency for the purposes of improving the interior condition, the exterior physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Downtown Centennial Plan Quick Start Program (the "QSP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the Redevelopment Area; and

WHEREAS, the Property is located within or is contiguous to the boundaries of the Redevelopment Area and located within the Downtown Centennial Plan; and

WHEREAS, the Agency shall reimburse the QSP Participant for any Pre-approved Qualified Interior Improvements and Development Costs associated with business licensing and permitting to a maximum of Twenty-Two Thousand Dollars **($22,000)** and the QSP Participant has provided a 1,000% matching cash contribution to the Agency's participation to ensure that the QSP Participant has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner and QSP Participant desire to participate in the QSP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed improvements on the Property, as evidenced by Attachment " 6 " – Quick Start Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency, Owner and QSP Participant do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference (the "Property" or "Site"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 South Main Street, 6th Floor, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner and QSP Participant warrant that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner" and "QSP Participant", as used in this Agreement, include not only the Owner and QSP Participant, but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency, Owner and QSP Participant individually may be referred to as "Party" or collectively as "Parties" hereinafter.

SECTION 3: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The QSP Participant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 3 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. QSP Participant shall complete the improvements within one hundred eighty (180) days of the Effective Date. The improvements to the Site also shall be referred to as the "Project" or "Improvements" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner and/or QSP Participant a minimum of twenty-four (24) hours written advance notice prior to entering the Site.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the QSP Participant in compliance with NRS 279.498 must obtain three (3) or more competitive bids from properly licensed contractors. If the QSP Participant is unable to obtain three (3) or more competitive bids, the QSP Participant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: SITE ASSESSMENT TEAM. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Site Assessment Team comprised of one or more staff members from the following City of Las Vegas municipal departments: Economic and Urban Development; Planning and Development ; Land Development section of Public Works; Development Coordination section of Public Works; and Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Site Assessment Team shall meet with the Owner, and/or its representative, and/or QSP Participant, and/or its representative. The Site Assessment Team shall recommend approval or disapproval of the Project. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or QSP Participant to make changes to the proposed Scope of Work.

SECTION 6: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The QSP Participant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 7: FAILURE TO COMPLETE WORK. If the contractor selected by the QSP Participant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 11 hereinafter.

SECTION 8: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or QSP Participant from undertaking any other work in or about the subject premises which is unrelated to the QSP provided for in this Agreement.

SECTION 9: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the QSP Guidelines and; therefore, would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner and/or QSP Participant has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner and/or QSP Participant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner and/or QSP Participant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 5 " and by this reference made a part hereof.

The QSP Participant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The QSP Participant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the QSP Participant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 10: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner and QSP Participant warrant that they have not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be

personally liable to the Owner and/or QSP Participant in the event of any default or breach by the Agency or for any amount which may become due to the Owner and/or QSP Participant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner and QSP Participant warrant that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 4 " and Attachment " 4-A " incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner and QSP Participant or any principal member of Owner and QSP Participant. Throughout the term hereof, Owner and QSP Participant shall notify the Agency in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 11: DEFAULTS AND REMEDIES. Failure or delay by either Party to perform any term or provision of this Agreement constitutes a default under this Agreement. The non-defaulting Party shall notify the defaulting Party that a default exists and that the defaulting Party must cure same within thirty (30) days of receipt of the notice of default. The Party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either Party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The non-defaulting Party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting Party's breach. Further, the non-defaulting Party may file legal action to require the defaulting Party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner, QSP Participant or the Agency during the existence of this Agreement, the non-defaulting Party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of an Owner and/or QSP Participant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner and/or QSP Participant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the QSP Participant agrees to return any and all Agency Funds heretofore paid to the QSP Participant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the QSP Participant shall entitle the Agency to sue the Owner and/or QSP Participant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 12: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 13: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the Parties hereto.

SECTION 14: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 15: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 16: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner, QSP Participant and the Agency at the addresses set forth in this Agreement or at such other address as a Party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

If to the Agency:	City of Las Vegas Redevelopment Agency 495 S. Main Street, 6th Floor Las Vegas, NV 89101
If to the Owner	Osvaldo E. Fumo 601 S Las Vegas Blvd Las Vegas, NV 89101
If to the Tenant & QSP Participant:	Dougie J's Cafe, LLC 603 S Las Vegas Blvd Las Vegas, NV 89101

SECTION 17: CAPTIONS. The captions contained in this Agreement are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 18: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 6 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and Agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and/or QSP Participant and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner and/or QSP Participant.

SECTION 19: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

SECTION 20: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2015 by the City of Las Vegas Redevelopment Agency.

The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2015.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

ATTEST:

_____
LuAnn D. Holmes, MMC
Acting Secretary

T-UPR, LLC

By: _____
OSVALDO E. FUMO
"Owner"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

DOUGIE J'S CAFE, LLC

By: _____
JESS MARCHESE, OWNER
"Tenant & QSP Participant"

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 4 "	DISCLOSURE OF PRINCIPALS (Property Owner)
ATTACHMENT " 4-A "	DISCLOSURE OF PRINCIPALS (Tenant & QSP Participant)
ATTACHMENT " 5 "	QSP PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT " 6 "	QUICK START REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

See Attached

LEGAL DESCRIPTION – DEDICATION

BEING A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, BEING A PORTION OF THAT PARCEL OF LAND CONVEYED TO OSVALDO E. FUMO BY GRANT, BARGAIN, SALE DEED, RECORDED APRIL 2, 1999 IN BOOK 990402, AS INSTRUMENT NO. 01690 OF CLARK COUNTY, NEVADA, RECORDS, BOUNDED AS FOLLOWS:

BOUNDED ON THE NORTHEAST BY THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF BONNEVILLE AVENUE (80 FEET WIDE, ORIGINALLY KNOWN AS BONNEVILLE STREET), AS DEDICATED BY THE PLAT OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, ON FILE IN BOOK 1 OF PLATS, PAGE 51, CLARK COUNTY, NEVADA, RECORDS; BOUNDED ON THE NORTHWEST BY THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAS VEGAS BOULEVARD (80 FEET WIDE, ORIGINALLY KNOWN AS FIFTH STREET) AS DEDICATED BY THE PLAT OF CLARK'S LAS VEGAS TOWNSITE, ON FILE IN BOOK 1 OF PLATS, PAGE 37, CLARK COUNTY, NEVADA, RECORDS; AND BOUNDED ON THE EAST BY A CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 10.00 FEET, SAID CURVE BEING TANGENT TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID LAS VEGAS BOULEVARD AND TANGENT TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID BONNEVILLE AVENUE.

SAID PARCEL DESCRIBED HEREIN CONTAINS – 21 SQUARE FEET MORE OR LESS

THE MAP EXHIBIT ACCOMPANYING THIS LAND DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

Legal prepared by:
Terry D. Carter, P.L.S.
Nevada Certificate No. 7309
Silver State Surveying
1825 Avocado Court
Henderson, NV 89014
(702) 261-6033

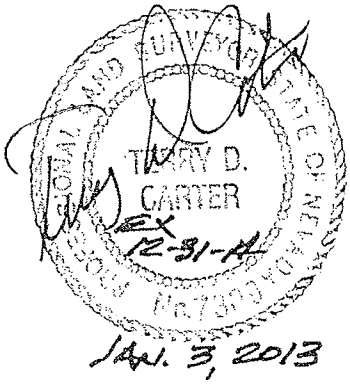
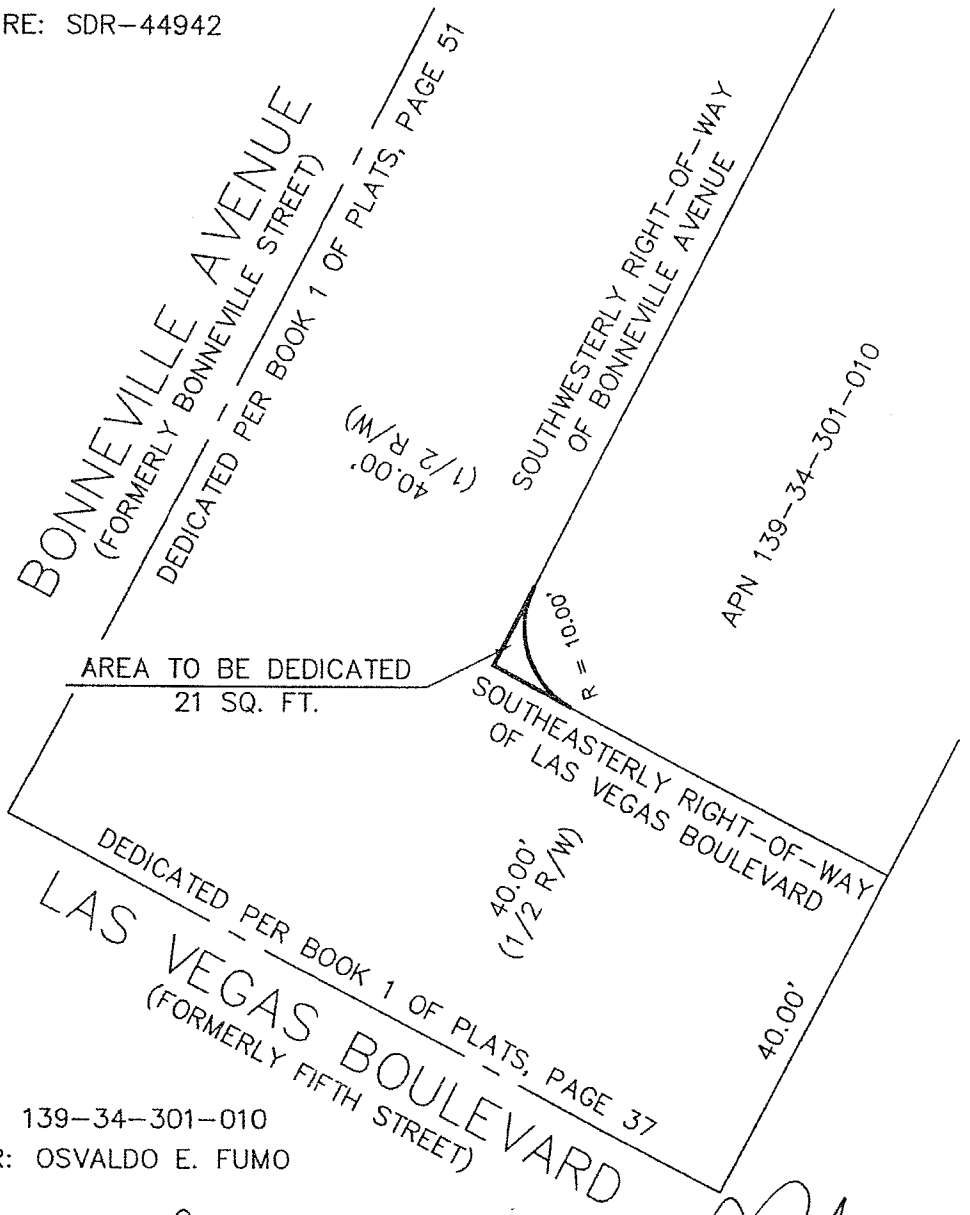


EXHIBIT "A"
PAGE 2 OF 2

RE: SDR-44942



APN: 139-34-301-010
OWNER: OSVALDO E. FUMO

NORTH

SCALE: 1"= 20'

TERRY D. CARTER, P.L.S.
NEVADA CERTIFICATE NO. 7309
SILVER STATE SURVEYING
1825 AVOCADO COURT
HENDERSON, NV 89014
(702) 261-6033

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
TERRY D. CARTER
No. 7309
EXP 12-31-14

Jan. 3, 2013

ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

Copy of Lease By and Between

FUMO LAW OFFICE

And

DOUGIE J'S CAFE, LLC

On file with the City of Las Vegas Redevelopment Agency

ATTACHMENT 3

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

DOUGIE J'S CAFÉ

Project Manager / Contractor	$ 31,600
Equipment	$ 35,958
Permits	$ 5,880
General Labor	$ 8,000
Cabinets	$ 21,460
Framing	$ 8,140
Concrete	$ 1,400
FRP Installation	$ 2,100
Non-bid Electrical	$ 10,630
Plumbing	$ 29,590
Steel	$ 2,100
Drywall	$ 4,600
Paint	$ 3,800
Brick and stone	$ 11,200
Water Protection	$ 4,300
Tile and Floors	$ 9,100
Wayne's Coating	$ 2,400
Stainless Backlash	$ 2,200
Waterproofing	$ 3,100
Water Heater	$ 410
Insulation	$ 1,200
CO2 Install	$ 680
Speakers	$ 920
Air Unit	$ 800
Baseboards	$ 210
Other	$ 11,431
	$ 213,209

Estimated QSP Grant **$22,000.00**

Schedule of Improvements

Work will be complete within 180 days from the Effective Date

Attachment 4

Please Print Legibly

Quick Start Disclosure of Ownership/Principals (Real Property)

Quick Start Contracting Entity Information

Name Oswaldo Fumo

Mailing Address 601 S. LV Blvd, LV, NV 89101

Business Phone 702-474-7554

Tax ID or Social Security Number 88-0422550

Ownership Interest

Estate in Severalty X Tenancy in Common ____ Joint Tenancy ____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Oswaldo Fumo	601 S. LV Blvd 89101	702-474-7554
Irmina Fumo	1212 S. Casino Center Blvd 89104	" " "

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the *number of sheets:* 0

Alternative Disclosure of Ownership/Principals

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

Name of Attached Document Assessor Printout

Date of Attached Document 11-26-14

Number of pages 3

Certificate of Disclosure of Ownership/Principal – Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature

Date 12/4/14

State of Nevada }
County of Clark }

This instrument was acknowledged before me on OSVALDO FUMO (date) by DEC. 4, 2014 (name of person).

Notary Public:

NOTARY PUBLIC
KRISTINE TACATA
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. OCT. 23, 2015
No: 03-084813-1

Attachment 4 A

Please Print Legibly

Quick Start Disclosure of Ownership/Principals (Business)

Quick Start Contracting Entity Information

Name Peggie J's Cafe, LLC

Mailing Address 603 S. LV Blvd, LV, NV 89101

Business Phone 702-349-5506

Tax ID or Social Security Number 46-442-6889

Type of Business

Sole Proprietor ____ Partnership ____ Limited Liability Company X Corporation ____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Jess Marchese	603 S. LV Blvd, LV, NV 89101	702-349-5506
Suri Chabrow	Same	702-845-9171

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the *number of sheets:* 1

Alternative Disclosure of Ownership/Principals

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

Name of Attached Document Secretary of State

Date of Attached Document Corporate Paperwork

Number of pages _____

Certificate of Disclosure of Ownership/Principal – Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature _____

Date 12-5-14

State of Nevada)
County of Clark)

This instrument was acknowledged before me on Dec. 5, 2014 (date) by Jess Marchese (name of person).

Notary Public: Cynthia Ann Capps

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
CYNTHIA ANN CAPPS
Appt. No. 99-3917-1
My Appt. Expires August 8, 2016

ATTACHMENT 5

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF _____)
) ss:
COUNTY OF _____)

Please Print Legibly

I, Jesse Marchese, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Bowie D's Cafe, a company duly organized in the State of Nevada as a LLC. (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 603 S. LV Blvd LV, NV 89101 (Site), as more particularly described by the Quick Start Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this Agreement.

   Assistance from the Agency will allow me to make improvements to the Site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ✓
   b. Create jobs or other business opportunities for nearby residents; ✓
   c. Increase local revenues from desirable sources; ✓
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ✓
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ✓
   f. Require for their construction, installation or operation the use of qualified and trained labor; ✓ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ✓

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; ✓or
   b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant. ✓
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum or blight. ✓or
   d. The improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis.

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. ___ (initial)

   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past (5) five years. ___ (initial)

   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. ___ (initial)

   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. ___ (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 4th day of January, 2014.

Authorized Signature: _____

SIGNED AND SWORN TO before me this 5th day of Dec., 2014, by Cynthia Ann Capps

NOTARY PUBLIC

My Commission Expires: 8-8-16

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
CYNTHIA ANN CAPPS
Appt. No. 96-3917-1
My Appt. Expires August 8, 2016

ATTACHMENT 6

Quick Start Real Property Owner Consent

STATE OF _____ }
} ss:
COUNTY OF _____ }

I, Oswaldo Fumo, owner and/or authorized representative of APN# 139-34-301-010 also commonly known as _____ (the "Property") hereby acknowledge and consent to the proposed improvements on the Property (the "Project") and consent to the participation in the Quick Start Program which are to be undertaken by Peggie J's Cafe, the tenant and/or business owner on the Property. I further consent and authorize the Las Vegas Redevelopment Agency ("Agency"), its officers and employees to have full access to the Property for the purpose of inspecting the Property to determine whether the Project is in compliance with the Quick Start Program.

Under certain circumstances, the Agency may place a restrictive covenant at the completion of the project for a period of five years to ensure that the Property, including the building and its improvements are not demolished by the current or a new property owner. The current property owner and/or business owner will have the option to repurchase the restrictive covenant from the Agency during the five year period. In the event it is determined that a restrictive covenant is necessary, the undersigned owner and tenant/business owner acknowledge and agree to sign an agreement and any related documents to effectuate the restrictive covenant.

DATED this 4th day of December.

Property Owner Name: Oswaldo Fumo

Authorized Representative: _____

SIGNED AND SWORN TO before me this 4 day of DECEMBER 2014 by KRISTINE TACATA

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC
KRISTINE TACATA
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. OCT. 23, 2015
No: 03-084813-1

Public Purpose/Impact Analysis Report
NRS 279.486

City Council/Redevelopment Agency Meeting
FEBRUARY 18, 2015

Title of Project: **Quick Start Program**

Sponsor/Developer: **Dougie J's Cafe, LLC**

Address Of Project: **603 South Las Vegas Boulevard**

Per NRS 279.486 2(a) attach a copy of any contract, memorandum of understanding or other agreement between the agency or the legislative body and any other person relating to the redevelopment project to this report.

Please refer to Exhibit A of RDA Resolution for copy of agreement: (Quick Start *Agreement)*

Per NRS 279.486 2(b) (1) (I) List the costs of the redevelopment project, including, without limitation, the costs of acquiring any real property, clearance costs, relocation costs, the costs of any improvements which will be paid by the Redevelopment Agency and the amount of the anticipated interest on any bonds issued or sold to finance the project.

N/A

Per NRS 279.486 2(b) (1) (II) What is the estimated current value of the real property interest to be conveyed or leased, determined at its highest and best use permitted under the redevelopment plan?

N/A

Per NRS 279.486 2(b) (1) (III) what is the estimated value of the real property interest to be conveyed or leased, determined at the use and with the conditions, covenants and restrictions, and development costs required by the sale or lease, and the current purchase price or present value of the lease payments which the lessee is required to make during the term of the lease? If the sale price or present value of the total rental amount to be paid to the agency or legislative body is less than the fair market value of the real property interest to be conveyed or leased, determined at the highest and best use permitted under the redevelopment plan, the agency shall provide an explanation of the reason for the difference.

N/A

Per NRS 279.486 2(b) (2) How Does the Redevelopment Project Benefit the Public and Eliminate Blight:

Dougie J's Cafe, LLC has leased 1,200 square feet of retail space from Fumo Law Office that requires major interior and exterior renovations before opening the new business.

The new business creates 3 new full-time jobs, 4 new part-time jobs.

The interior and exterior improvement and occupancy of this space can be a motivator to the neighboring property owners to improve their properties.

What is the amount of Private Investment and who is providing it?

$213,208 owner equity

What is the amount of Public Investment and who is providing it?

$22,000, City of Las Vegas Redevelopment Agency

How many Direct Jobs will be Created? 3

How many Indirect Jobs will be Created? 0.7

How many Direct Jobs will be Retained? 4

Quantitative Economic Benefits:

$213,208 is being fed into the local economy through material purchases and employment of subcontractors for the improvements to the interior and exterior of the building. Direct, Indirect and Induced labor income total $818,571 annually. Annual state and local taxes from the project are $55,568

Total Direct Economic Impact:

$526,938 direct labor dollars annually. $55,568 annual sales tax.

Total Indirect Economic Impact:

$291,633 indirect labor dollars

Economic Impact Study Performed:	Yes ☐	No ☒
Return on Investment Analysis Performed:	Yes ☐	No ☒

RESOLUTION NO. _____

RESOLUTION FINDING THE PROJECT PROPOSED BY THE QUICK START AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY, OSVALDO E. FUMO AND DOUGIE J'S CAFE, LLC TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE QUICK START AGREEMENT BY THE AGENCY

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on September 19, 2012 the form for the Quick Start Agreement, the Quick Start Participant Affidavit, and the Quick Start Program Manual, in order to provide funding and encourage the rehabilitation of older commercial buildings, enhance the physical appearance of the redevelopment area and improve the overall economic viability of the city. This program provides a financial incentive, in the form of a grant, for property owners and/or tenants of commercial properties to invest in properties that have been subjected to deferred maintenance and must comply with current building and fire code standards; and

WHEREAS, OSVALDO E. FUMO is the owner (the "Owner") of real property and improvements located at 603 SOUTH LAS VEGAS BOULEVARD and which parcel is commonly known as APN 139-34-301-010 (the "Site"); and

WHEREAS, DOUGIE J'S CAFE, LLC (the "QSP Participant") is a tenant on the real property located at 603 SOUTH LAS VEGAS BOULEVARD and is undertaking certain exterior, interior and code compliance improvements to the property in accordance with the Quick Start Program; and

WHEREAS, the Agency has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the Governing Body of the Agency has determined that the Quick Start Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to the QSP Participant for making exterior, interior and code compliance improvements to the building on the Site, all as more fully set forth in the Agreement, is in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Agency that the Agreement is hereby approved and determined to be in compliance with and in furtherance of the goals and objectives of NRS 279 and the Redevelopment Plan, and the Chair of the Governing Board of the Agency is hereby authorized and directed to execute the Agreement for and on behalf of the Agency, and to execute any and all additional documents (including any Attachments to the Agreement) and to perform any additional acts necessary to carry out the intent and purpose of the Agreement.

THE FOREGOING RESOLUTION and QSP AGREEMENT was passed, adopted and approved this ____ day of _____, 2015.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, Chair

ATTEST:

_____
SECRETARY

APPROVED AS TO FORM:

D. Ponticello 1/22/15 Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
QUICK START AGREEMENT

THIS QUICK START AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2015, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as (the "Agency"), OSVALD E. FUMO, an individual, (hereinafter referred to as (the "Owner") and DOUGIE J'S CAFE, LLC, a Nevada domestic limited liability company (hereinafter referred to as (the "Tenant/QSP Participant").

Recitals

WHEREAS, the Agency administers and funds and is funded by the Agency for the purposes of improving the interior condition, the exterior physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Downtown Centennial Plan Quick Start Program (the "QSP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the Redevelopment Area; and

WHEREAS, the Property is located within or is contiguous to the boundaries of the Redevelopment Area and located within the Downtown Centennial Plan; and

WHEREAS, the Agency shall reimburse the QSP Participant for any Pre-approved Qualified Interior Improvements and Development Costs associated with business licensing and permitting to a maximum of Twenty-Two Thousand Dollars **($22,000)** and the QSP Participant has provided a 1,000% matching cash contribution to the Agency's participation to ensure that the QSP Participant has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner and QSP Participant desire to participate in the QSP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed improvements on the Property, as evidenced by Attachment " 6 " – Quick Start Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency, Owner and QSP Participant do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference (the "Property" or "Site"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 South Main Street, 6th Floor, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner and QSP Participant warrant that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner" and "QSP Participant", as used in this Agreement, include not only the Owner and QSP Participant, but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency, Owner and QSP Participant individually may be referred to as "Party" or collectively as "Parties" hereinafter.

SECTION 3: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The QSP Participant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 3 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. QSP Participant shall complete the improvements within one hundred eighty (180) days of the Effective Date. The improvements to the Site also shall be referred to as the "Project" or "Improvements" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner and/or QSP Participant a minimum of twenty-four (24) hours written advance notice prior to entering the Site.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the QSP Participant in compliance with NRS 279.498 must obtain three (3) or more competitive bids from properly licensed contractors. If the QSP Participant is unable to obtain three (3) or more competitive bids, the QSP Participant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: SITE ASSESSMENT TEAM. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Site Assessment Team comprised of one or more staff members from the following City of Las Vegas municipal departments: Economic and Urban Development; Planning and Development ; Land Development section of Public Works; Development Coordination section of Public Works; and Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Site Assessment Team shall meet with the Owner, and/or its representative, and/or QSP Participant, and/or its representative. The Site Assessment Team shall recommend approval or disapproval of the Project. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or QSP Participant to make changes to the proposed Scope of Work.

SECTION 6: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The QSP Participant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 7: FAILURE TO COMPLETE WORK. If the contractor selected by the QSP Participant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 11 hereinafter.

SECTION 8: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or QSP Participant from undertaking any other work in or about the subject premises which is unrelated to the QSP provided for in this Agreement.

SECTION 9: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the QSP Guidelines and; therefore, would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner and/or QSP Participant has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner and/or QSP Participant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner and/or QSP Participant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 5 " and by this reference made a part hereof.

The QSP Participant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The QSP Participant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the QSP Participant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 10: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner and QSP Participant warrant that they have not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be

personally liable to the Owner and/or QSP Participant in the event of any default or breach by the Agency or for any amount which may become due to the Owner and/or QSP Participant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner and QSP Participant warrant that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 4 " and Attachment " 4-A " incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner and QSP Participant or any principal member of Owner and QSP Participant. Throughout the term hereof, Owner and QSP Participant shall notify the Agency in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 11: DEFAULTS AND REMEDIES. Failure or delay by either Party to perform any term or provision of this Agreement constitutes a default under this Agreement. The non-defaulting Party shall notify the defaulting Party that a default exists and that the defaulting Party must cure same within thirty (30) days of receipt of the notice of default. The Party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either Party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The non-defaulting Party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting Party's breach. Further, the non-defaulting Party may file legal action to require the defaulting Party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner, QSP Participant or the Agency during the existence of this Agreement, the non-defaulting Party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of an Owner and/or QSP Participant Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner and/or QSP Participant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the QSP Participant agrees to return any and all Agency Funds heretofore paid to the QSP Participant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the QSP Participant shall entitle the Agency to sue the Owner and/or QSP Participant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 12: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 13: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the Parties hereto.

SECTION 14: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 15: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 16: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner, QSP Participant and the Agency at the addresses set forth in this Agreement or at such other address as a Party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

If to the Agency:	City of Las Vegas Redevelopment Agency 495 S. Main Street, 6th Floor Las Vegas, NV 89101
If to the Owner	Osvaldo E. Fumo 601 S Las Vegas Blvd Las Vegas, NV 89101
If to the Tenant & QSP Participant:	Dougie J's Cafe, LLC 603 S Las Vegas Blvd Las Vegas, NV 89101

SECTION 17: CAPTIONS. The captions contained in this Agreement are for the convenience of the Parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 18: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 6 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and Agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and/or QSP Participant and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner and/or QSP Participant.

SECTION 19: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

SECTION 20: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2015 by the City of Las Vegas Redevelopment Agency.

The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2015.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

ATTEST:

_____
LuAnn D. Holmes, MMC
Acting Secretary

T-UPR, LLC

By: _____
OSVALDO E. FUMO
"Owner"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

DOUGIE J'S CAFE, LLC

By: _____
JESS MARCHESE, OWNER
"Tenant & QSP Participant"

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 4 "	DISCLOSURE OF PRINCIPALS (Property Owner)
ATTACHMENT " 4-A "	DISCLOSURE OF PRINCIPALS (Tenant & QSP Participant)
ATTACHMENT " 5 "	QSP PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT " 6 "	QUICK START REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

See Attached

LEGAL DESCRIPTION – DEDICATION

BEING A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, BEING A PORTION OF THAT PARCEL OF LAND CONVEYED TO OSVALDO E. FUMO BY GRANT, BARGAIN, SALE DEED, RECORDED APRIL 2, 1999 IN BOOK 990402, AS INSTRUMENT NO. 01690 OF CLARK COUNTY, NEVADA, RECORDS, BOUNDED AS FOLLOWS:

BOUNDED ON THE NORTHEAST BY THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF BONNEVILLE AVENUE (80 FEET WIDE, ORIGINALLY KNOWN AS BONNEVILLE STREET), AS DEDICATED BY THE PLAT OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, ON FILE IN BOOK 1 OF PLATS, PAGE 51, CLARK COUNTY, NEVADA, RECORDS; BOUNDED ON THE NORTHWEST BY THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF LAS VEGAS BOULEVARD (80 FEET WIDE, ORIGINALLY KNOWN AS FIFTH STREET) AS DEDICATED BY THE PLAT OF CLARK'S LAS VEGAS TOWNSITE, ON FILE IN BOOK 1 OF PLATS, PAGE 37, CLARK COUNTY, NEVADA, RECORDS; AND BOUNDED ON THE EAST BY A CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 10.00 FEET, SAID CURVE BEING TANGENT TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID LAS VEGAS BOULEVARD AND TANGENT TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID BONNEVILLE AVENUE.

SAID PARCEL DESCRIBED HEREIN CONTAINS – 21 SQUARE FEET MORE OR LESS

THE MAP EXHIBIT ACCOMPANYING THIS LAND DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

Legal prepared by:
Terry D. Carter, P.L.S.
Nevada Certificate No. 7309
Silver State Surveying
1825 Avocado Court
Henderson, NV 89014
(702) 261-6033

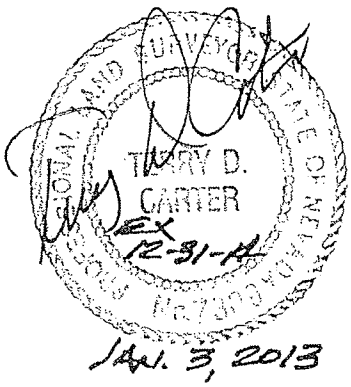
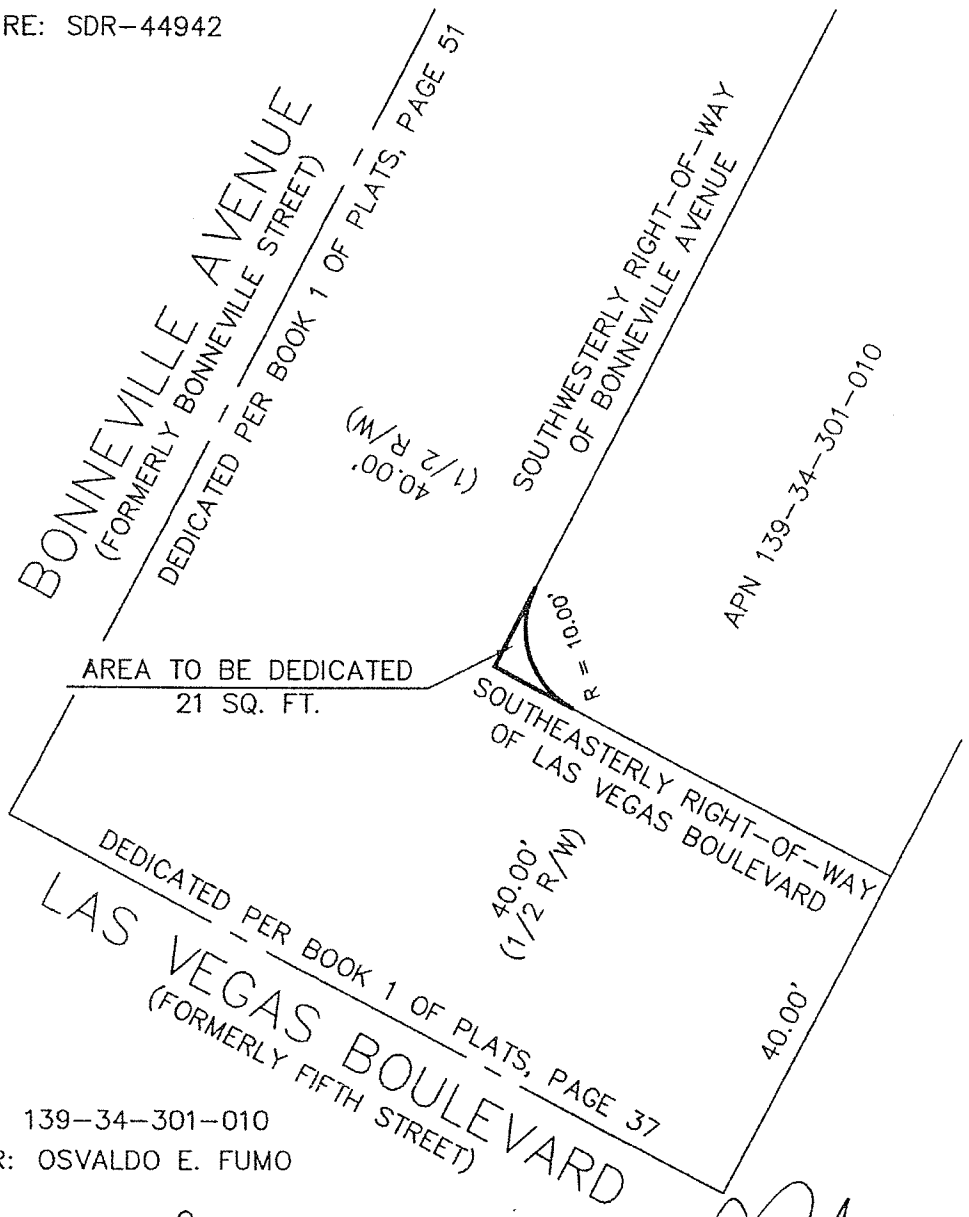


EXHIBIT "A"
PAGE 2 OF 2

RE: SDR-44942



APN: 139-34-301-010
OWNER: OSVALDO E. FUMO

NORTH

SCALE: 1"= 20'

TERRY D. CARTER, P.L.S.
NEVADA CERTIFICATE NO. 7309
SILVER STATE SURVEYING
1825 AVOCADO COURT
HENDERSON, NV 89014
(702) 261-6033

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
TERRY D. CARTER
No. 7309
EXP 12-31-14

Jan. 3, 2013

ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

Copy of Lease By and Between

FUMO LAW OFFICE

And

DOUGIE J'S CAFE, LLC

On file with the City of Las Vegas Redevelopment Agency

ATTACHMENT 3

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

DOUGIE J'S CAFÉ

Project Manager / Contractor	$ 31,600
Equipment	$ 35,958
Permits	$ 5,880
General Labor	$ 8,000
Cabinets	$ 21,460
Framing	$ 8,140
Concrete	$ 1,400
FRP Installation	$ 2,100
Non-bid Electrical	$ 10,630
Plumbing	$ 29,590
Steel	$ 2,100
Drywall	$ 4,600
Paint	$ 3,800
Brick and stone	$ 11,200
Water Protection	$ 4,300
Tile and Floors	$ 9,100
Wayne's Coating	$ 2,400
Stainless Backlash	$ 2,200
Waterproofing	$ 3,100
Water Heater	$ 410
Insulation	$ 1,200
CO2 Install	$ 680
Speakers	$ 920
Air Unit	$ 800
Baseboards	$ 210
Other	$ 11,431
	$ 213,209

Estimated QSP Grant **$22,000.00**

Schedule of Improvements

Work will be complete within 180 days from the Effective Date

Attachment 4

Please Print Legibly

Quick Start Disclosure of Ownership/Principals (Real Property)

Quick Start Contracting Entity Information

Name Oswaldo Fumo

Mailing Address 601 S. LV Blvd, LV, NV 89101

Business Phone 702-474-7554

Tax ID or Social Security Number 88-0422550

Ownership Interest

Estate in Severalty X Tenancy in Common ____ Joint Tenancy ____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Oswaldo Fumo	601 S. LV Blvd 89101	702-474-7554
Irmina Fumo	1212 S. Casino Center Blvd 89104	

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the *number of sheets:* 0

Alternative Disclosure of Ownership/Principals

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

Name of Attached Document Assessor Printout

Date of Attached Document 11-26-14

Number of pages 3

Certificate of Disclosure of Ownership/Principal – Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature

Date 12/4/14

State of Nevada }
County of Clark }

This instrument was acknowledged before me on OSVALDO FUMO (date) by DEC. 4, 2014 (name of person).

Notary Public:

NOTARY PUBLIC
KRISTINE TACATA
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. OCT. 23, 2015
No: 03-084813-1

Attachment 4 A

Please Print Legibly

Quick Start Disclosure of Ownership/Principals (Business)

Quick Start Contracting Entity Information

Name Magic J's Cafe, LLC

Mailing Address 603 S. LV Blvd, LV, NV 89101

Business Phone 702-349-5506

Tax ID or Social Security Number 46-442-6889

Type of Business

Sole Proprietor ____ Partnership ____ Limited Liability Company X Corporation ____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Jess Marchese	603 S. LV Blvd, LV, NV 89101	702-349-5506
Suni Chalbrow	Same	702-845-9171

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the *number of sheets:* 1

Alternative Disclosure of Ownership/Principals

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

Name of Attached Document Secretary of State

Date of Attached Document Corporate Paperwork

Number of pages _____

Certificate of Disclosure of Ownership/Principal – Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature _____

Date 12-5-14

State of Nevada }
County of Clark }

This instrument was acknowledged before me on Dec. 5, 2014 (date) by Jess Marchese (name of person).

Notary Public: Cynthia Ann Capps

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
CYNTHIA ANN CAPPS
Appt No. 96-3917-1
My Appt Expires August 8, 2016

ATTACHMENT 5

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF _____ }
} ss:
COUNTY OF _____ }

Please Print Legibly

I, Jesse Marchese, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Rosie D's Cafe, a company duly organized in the State of Nevada as a LLC (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 603 S. LV Blvd LV, NV 89101 (Site), as more particularly described by the Quick Start Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this Agreement.

   Assistance from the Agency will allow me to make improvements to the Site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ✓
   b. Create jobs or other business opportunities for nearby residents; ✓
   c. Increase local revenues from desirable sources; ✓
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ✓
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ✓
   f. Require for their construction, installation or operation the use of qualified and trained labor, ✓ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ✓

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; ✓ or
   b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant. ✓
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum or blight. ✓ or
   d. The improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis.

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. ____ (initial)

   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past (5) five years. ____ (initial)

   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. ____ (initial)

   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. ____ (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to appiy for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 4th day of January, 2014.

Authorized Signature: _____

SIGNED AND SWORN TO before me this 5th day of Dec., 2014, by Cynthia Ann Capps

NOTARY PUBLIC

My Commission Expires: 8-8-16

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
CYNTHIA ANN CAPPS
Appt. No. 96-3917-1
My Appt. Expires August 8, 2016

ATTACHMENT 6

Quick Start Real Property Owner Consent

STATE OF _____ }
} ss:
COUNTY OF _____ }

I, Osvaldo Fumo, owner and/or authorized representative of APN# 139-34-301-010 also commonly known as _____ (the "Property") hereby acknowledge and consent to the proposed improvements on the Property (the "Project") and consent to the participation in the Quick Start Program which are to be undertaken by Vogue JJ's Cafe, the tenant and/or business owner on the Property. I further consent and authorize the Las Vegas Redevelopment Agency ("Agency"), its officers and employees to have full access to the Property for the purpose of inspecting the Property to determine whether the Project is in compliance with the Quick Start Program.

Under certain circumstances, the Agency may place a restrictive covenant at the completion of the project for a period of five years to ensure that the Property, including the building and its improvements are not demolished by the current or a new property owner. The current property owner and/or business owner will have the option to repurchase the restrictive covenant from the Agency during the five year period. In the event it is determined that a restrictive covenant is necessary, the undersigned owner and tenant/business owner acknowledge and agree to sign an agreement and any related documents to effectuate the restrictive covenant.

DATED this 4th day of December, _____.

Property Owner Name: Osvaldo Fumo

Authorized Representative: _____

SIGNED AND SWORN TO before me this 4 day of DECEMBER 2014 by KRISTINE TACATA

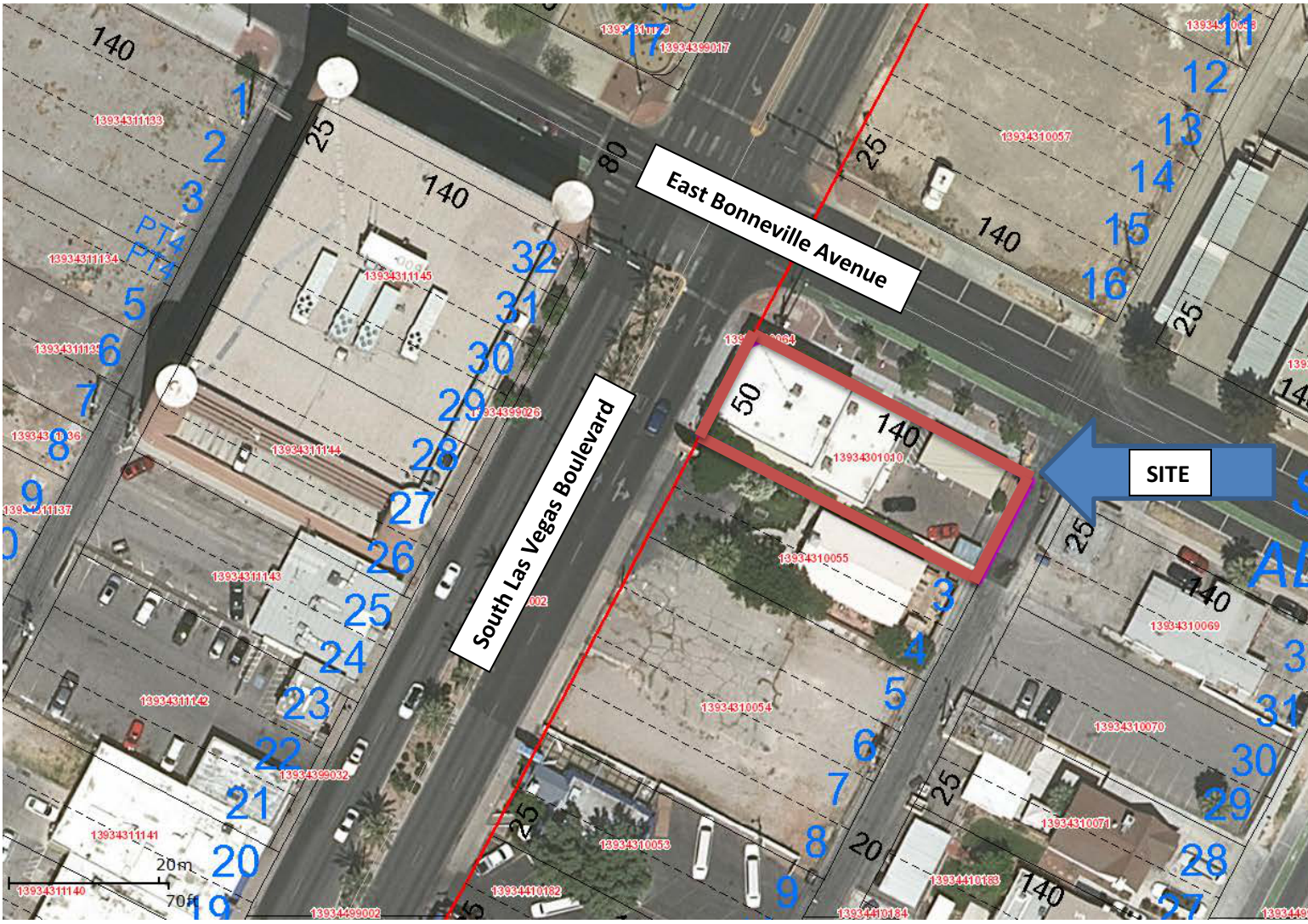
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC
KRISTINE TACATA
STATE OF NEVADA - COUNTY OF CLARK
MY APPOINTMENT EXP. OCT. 23, 2015
No: 03-084813-1

SITE MAP

603 South Las Vegas Boulevard



City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-5-2015 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Quick Start Program (QSP) Agreement between the RDA and Crosshill 1, LLC, (Owner/QSP Participant) located at 516 South 4th Street, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 3 (Coffin) [NOTE: This item is related to Redevelopment Agency Item 5 (RA-3-2015)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is related to an RDA item regarding assisting Crosshill 1, LLC, (Owner/QSP Participant) with the cost of code compliance and tenant improvements to the property located at 516 South 4th Street, APN 139-34-311-115. Approval will adopt findings that the QSP Agreement is in compliance with and in furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-5-2015
2. Site Map

RESOLUTION NO.R-5-2015

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE QUICK START PROGRAM AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND CROSSHILL 1, LLC ("OWNER & QSP PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-34-311-115

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on September 19, 2012, the form for the Quick Start Program Agreement, the Quick Start Participant Affidavit, and the Quick Start Program Manual, in order to provide funding and encourage the rehabilitation of older commercial buildings, enhance the physical appearance of the redevelopment area and improve the overall economic viability of the city. This program provides a financial incentive , in the form of a grant, for property owners and/or tenants of commercial properties to invest in properties that have been subjected to deferred maintenance and must comply with current building and fire code standards; and

WHEREAS, CROSSHILL 1, LLC (the "OWNER & QSP PARTICIPANT") is the owner of real property and improvements located at 516 SOUTH 4TH STREET, and which parcel is commonly known as APN 139-34-311-115 (the "Site") and is undertaking certain code compliance and deferred maintenance improvements to the property or the redevelopment of an underdeveloped property in accordance with the Quick Start Program ("Project");

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Quick Start Program Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to CROSSHILL 1, LLC for making code compliance and deferred maintenance improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the QSP Participant for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2015.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

D. Ronci 12/29/14
Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
QUICK START AGREEMENT

THIS QUICK START AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2015, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and CROSSHILL 1, LLC ("OWNER & QSP PARTICIPANT").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the interior condition, the exterior physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Downtown Centennial Plan Quick Start Program (the "Quick Start") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the Redevelopment Area; and

WHEREAS, the Owner & QSP Participant is the owner of certain real property located at 516 South 4th Street in downtown Las Vegas which is located within or is contiguous to the boundaries of the redevelopment area and located within the Downtown Centennial Plan; and

WHEREAS, the Agency shall reimburse the QSP Participant for any Pre-approved Qualified Interior Improvements and development costs associated with business licensing and permitting to a maximum of THIRTY-FIVE THOUSAND DOLLARS ($35,000) and the QSP Participant has provided a 1000% matching cash contribution to the Agency's participation to ensure that the QSP Participant has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner and QSP Participant desires to participate in the Quick Start Program pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and OWNER do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment "1" and incorporated herein by reference (the "Property" or "Site"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 South Main Street, 6th Floor, Las Vegas, Nevada, 89101. "Agency", as used in this

Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner and QSP Participant warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment 2, "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The QSP Participant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment 3 and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. QSP Participant shall complete the improvements within 180 days of execution of this Agreement. Additional time may be given upon approval of the Agency, which approval shall not be unreasonably withheld. The improvements to the Site also shall be referred to as the "Project" or "Improvements" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the QSP Participant is unable to obtain (3) or more competitive bids, the QSP Participant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: SITE ASSESSMENT TEAM. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Site Assessment Team comprised of one or more staff members from the following City of Las Vegas municipal departments: Economic and Urban Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Site Assessment Team shall meet with the Owner, or its' representative, and/or QSP Participant. The Site Assessment Team shall recommend approval or disapproval of the Project. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or QSP Participant to make changes to the proposed Scope of Work.

SECTION 6: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner and/or QSP Participant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 7: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner and/or QSP Participant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all legal and equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 8: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or QSP Participant from undertaking any other work in or about the subject premises which is unrelated to QSP provided for in this Agreement.

SECTION 9: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the QSP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner and/or QSP Participant has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner and/or QSP Participant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner and/or QSP Participant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment 5 and by this reference made a part hereof.

The Owner and/or QSP Participant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment 5 and by this reference is made a part hereof. The Owner and/or QSP Participant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner and/or QSP Participant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 10: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner and/or QSP Participant warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner and/or QSP Participant in the event of any default or breach by the Agency or for any amount which may become due to the Owner and/or QSP Participant or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner and QSP Participant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment 4 incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner and/or QSP Participant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 11: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner, QSP Participant or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of an Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner and/or QSP Participant or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner and/or QSP Participant agrees to return any and all Agency Funds heretofore paid to the Owner and/or QSP Participant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner and/or QSP Participant shall entitle the Agency to sue the Owner and/or QSP Participant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 12: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 13: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 14: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 15: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 16: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner, QSP Participant and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

SECTION 17: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 18: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in two duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 6 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and/or QSP Participant and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and the Owner and/or QSP Participant.

SECTION 19: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____ _____, 2015 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____ _____, 2015.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

ATTEST:

_____
Secretary

CROSSHILL 1, LLC

By: _____
Edward M. Bernstein
"Owner & QSP Participant

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

_____
Print Name

LIST OF ATTACHMENTS

ATTACHMENT "1"	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT "2"	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT "3"	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "4"	DISCLOSURE OF PRINCIPALS (Property Owner)
ATTACHMENT "4-A"	DISCLOSURE OF PRINCIPALS (Tenant &QSP Participant)
ATTACHMENT "5"	QSP PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "6"	QUICK START REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

LOTS TWENTY-FIVE (25) AND TWENTY-SIX (26) IN BLOCK TWENTY-SIX (26) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

ATTACHMENT 2
Proof of Ownership or Leasehold Interest

GENERAL INFORMATION	
PARCEL NO.	139-34-311-115
OWNER AND MAILING ADDRESS	CROSSHILL I L L C 500 S4TH ST LAS VEGAS NV 89101-6599
LOCATION ADDRESS CITY/UNINCORPORATED TOWN	516 S 4TH ST LAS VEGAS
ASSESSOR DESCRIPTION	CLARKS LAS VEGAS TOWNSITE PLAT BOOK 1 PAGE 37 LOT 25 BLOCK 26 & LOT 26
RECORDED DOCUMENT NO.	* 20050629:00382
RECORDED DATE	Jun 29 2005
VESTING	NS
COMMENTS	

*Note: Only documents from September 15, 1999 through present are available for viewing.

ASSESSMENT INFORMATION AND SUPPLEMENTAL VALUE	
TAX DISTRICT	203
APPRAISAL YEAR	2014
FISCAL YEAR	2015-16
SUPPLEMENTAL IMPROVEMENT VALUE	0
SUPPLEMENTAL IMPROVEMENT ACCOUNT NUMBER	N/A

REAL PROPERTY ASSESSED VALUE		
FISCAL YEAR	2014-15	2015-16
LAND	53669	60988
IMPROVEMENTS	0	9194
PERSONAL PROPERTY	0	0
EXEMPT	0	0
GROSS ASSESSED (SUBTOTAL)	53669	70182
TAXABLE LAND+IMP (SUBTOTAL)	153340	200520
COMMON ELEMENT ALLOCATION ASSD	0	0
TOTAL ASSESSED VALUE	53669	70182
TOTAL TAXABLE VALUE	153340	200520

ESTIMATED LOT SIZE AND APPRAISAL INFORMATION	
ESTIMATED SIZE	0.16 Acres
ORIGINAL CONST. YEAR	1927

LAST SALE PRICE **MONTH/YEAR**	650000 6/2005
LAND USE	335 - Professional And Business Services
DWELLING UNITS	0

PRIMARY RESIDENTIAL STRUCTURE					
1ST FLOOR SQ. FT.	0	**CARPORT SQ. FT.**	0	**ADDN/CONV**	
2ND FLOOR SQ. FT.	0	**STORIES**	Office Building	**POOL**	NO
3RD FLOOR SQ. FT.	0	**BEDROOMS**	0	**SPA**	NO
BASEMENT SQ. FT.	0	**BATHROOMS**	0	**TYPE OF CONSTRUCTION**	
GARAGE SQ. FT.	0	**FIREPLACE**	0	**ROOF TYPE**	
CASITA SQ. FT.	0				

ATTACHMENT 3

Scope of Work and Tentative Schedule of Improvements

Site Concrete, Masonry, Metals & Framing	$ 79,578
Windows, Insulation, Paint & Stucco	$ 25,960
Demo, Casework, Skylights, Doors & Finishes	$ 97,567
Specialties, Mechanical, Electrical & Plumbing	$ 45,781
General Contractor, General Conditions & Fees	$ 54,368
Architect Fees	$ 24,345
	$ 327,599
Estimated QSP Grant	$ 35,000

Schedule of Improvements

Work will be completed within 180 days of executing the Agreement

Attachment 4

Please Print Legibly

Quick Start Disclosure of Ownership/Principals (Real Property)

Quick Start Contracting Entity Information

Name Edward M. Bernstein, Trustee of Crosshill 1, LLC

Mailing Address 500 South 4th Street, Las Vegas, NV 89101

Business Phone 702-240-0000

Tax ID or Social Security Number 88-0356110

Ownership Interest

Estate in Severalty x Tenancy in Common _____ Joint Tenancy _____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Edward Bernstein, Trustee	500 South 4th Street, Las Vegas, NV 89101	702-240-0000

Additional Ownership/Principals

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

Alternative Disclosure of Ownership/Principals

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

Name of Attached Document N/A

Date of Attached Document _____

Number of pages _____

Certificate of Disclosure of Ownership/Principal – Real Property

I certify, under penalty of perjury, ~~that~~ all the information provided in this certificate is current, complete and accurate.

Signature _____

Date 12-17-14

State of Nevada }
County of Clark }

This instrument was acknowledged before me on 12/17/2014 (date) by Edward Bernstein (name of person).

Notary Public: _____

JUDY D. SMITH
Notary Public State of Nevada
No. 00-60601-1
My appt. exp. May 3, 2016

Attachment 4 A *Please Print Legibly*

Quick Start Disclosure of Ownership/Principals (Business)

Quick Start Contracting Entity Information

Name Edward Bernstein, Trustee of Crosshill 1, LLC

Mailing Address 500 South 4th Street, Las Vegas, NV 89101

Business Phone 702-242-0000

Tax ID or Social Security Number 88-0356110

Type of Business

Sole Proprietor X Partnership _____ Limited Liability Company _____ Corporation _____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Edward Bernstein, Trustee	500 South 4th Street, Las Vegas, NV 89101	702-240-0000

Additional Ownership/Principals

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

Alternative Disclosure of Ownership/Principals

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

Name of Attached Document N/A

Date of Attached Document _____

Number of pages _____

Certificate of Disclosure of Ownership/Principal – Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature _____

Date 12-17-14

State of Nevada }
County of Clark }

This instrument was acknowledged before me on 12/17/2014 (date) by Edward Bernstein (name of person).

Notary Public: _____

JUDY D. SMITH
Notary Public State of Nevada
No. 00-60601-1
My appt. exp. May 3, 2016

ATTACHMENT 5

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF _____}
}ss:
COUNTY OF _____}

Please Print Legibly

I, Edward M. Bernstein, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the Crosshill 1 LLC, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the City of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 516 South 4th Street ("Site"), as more particularly described by the Quick Start Agreement ("Agreement") being contemplated by the City of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this Agreement.

   Assistance from the Agency will allow me to make improvements to the Site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☒
   b. Create jobs or other business opportunities for nearby residents; ☐
   c. Increase local revenues from desirable sources; ☒
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☐
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☒ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☒

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. The improvements, if financed by the Participant through cash on hand or through debt financing from a private lender, would not result in a reasonable rate of return to the Participant; ☒ or

   b. The Participant would not undertake the full set of improvements contemplated in the Agreement's Scope of Work through resources reasonably available to the Participant. ☐

   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum or blight. ☐ or,

   d. The improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. EB (initial)

   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past (5) five years. EB (initial)

   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. EB (initial)

   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. EB (initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employee neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this 17 day of Dec 2014.

Authorized Signature: _____

SIGNED AND SWORN TO before
me this 17th day of December, 2014, by Edward Bernstein

NOTARY PUBLIC Judy D. Smith

My Commission Expires: 05/03/2016

JUDY D. SMITH
Notary Public State of Nevada
No. 00-60601-1
My appt. exp. May 3, 2016

EDWARD M. BERNSTEIN, ESQ.
PATTI S. WISE, ESQ.
DAVID M. MOORE, ESQ.

EDWARD & BERNSTEIN ASSOCIATES

JACOB G. LEAVITT, ESQ.
ALEXANDER B. BORIS, ESQ.
MARK A. ROUSE, ESQ.

12/17/2014

I have been a business owner in the Downtown area since 1977, this funding provides the incentive to fix up and improve the exterior of the property and provide the ability to stay within the redevelopment area instead of relocating outside of the Downtown redevelopment area.

Ed Bernstein

P.O. BOX 800, LAS VEGAS, NV 89125-0800 TEL 702 240 0000 FAX 702 385 4640

ATTACHMENT 6

Quick Start Real Property Owner Consent

STATE OF _____ }
} ss:
COUNTY OF _____ }

I, Edward M. Bernstein, owner and/or authorized representative of APN# 139-34-311-115 also commonly known as 516 South 4th Street (the "Property") hereby acknowledge and consent to the proposed improvements on the Property (the "Project") **and** consent to the participation in the Quick Start Program which are to be undertaken by Edward M. Bernstein, the tenant and/or business owner on the Property. I further consent and authorize the Las Vegas Redevelopment Agency ("Agency"), its officers and employees to have full access to the Property for the purpose of inspecting the Property to determine whether the Project is in compliance with the Quick Start Program.

Under certain circumstances, the Agency may place a restrictive covenant at the completion of the project for a period of five years to ensure that the Property, including the building and its improvements are not demolished by the current or a new property owner. The current property owner and/or business owner will have the option to repurchase the restrictive covenant from the Agency during the five year period. In the event it is determined that a restrictive covenant is necessary, the undersigned owner and tenant/business owner acknowledge and agree to sign an agreement and any related documents to effectuate the restrictive covenant.

DATED this 17 day of Dec 2014.

Property Owner Name: Edward Bernstein, Trustee

Authorized Representative: _____

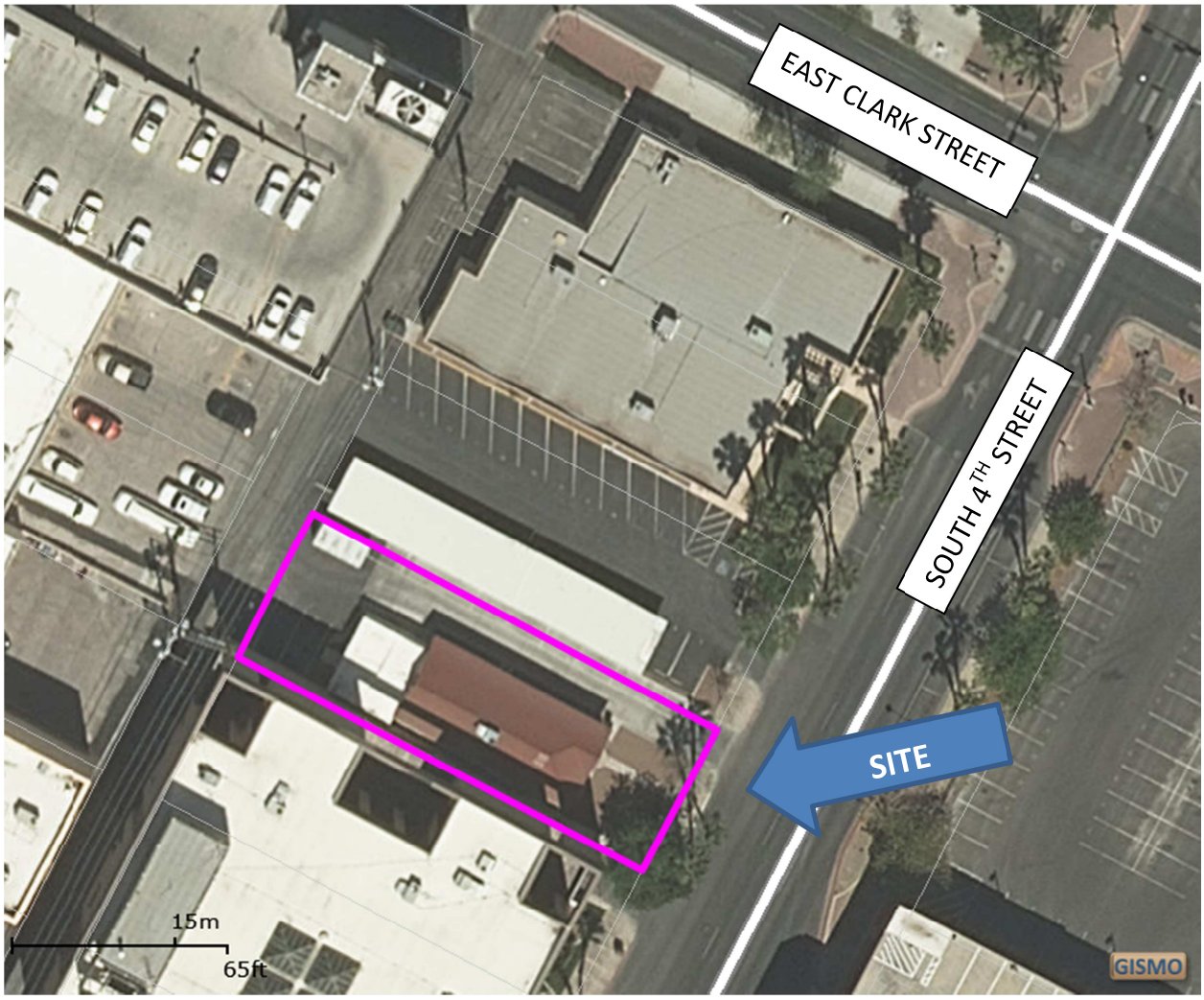
SIGNED AND SWORN TO before me this 17th day of December, 2014, by Edward Bernstein.

NOTARY PUBLIC Judy D. Smith
My Commission Expires 05/03/2016

JUDY D. SMITH
Notary Public State of Nevada
No. 00-60601-1
My appt. exp. May 3, 2016

SITE MAP

516 South 4th Street



City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action regarding a Disposition and Development Agreement (DDA) between the City of Las Vegas (City) and Pure Real Estate Group, LLC, (Pure) for the sale of 1.96 acres of real property generally located at northwest corner of Mount Mariah Drive and North Martin Luther King Boulevard (a portion of APN's 139-21-313-021 and -023) in Las Vegas Enterprise Park for the purchase price of $664,945.28 - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
To facilitate the economic growth and further develop Las Vegas Enterprise Park and the Historic West Las Vegas, the City is selling 1.96 acres of real property to Pure. Pure will develop the 1.96 acre site into two retails pads fronting North Martin Luther King Boulevard. Pad one of the development will consist of a 2,400 square foot Starbuck's Coffee retail store complete with patio and drive-thru. Pad two of the development will consist of a 3,500 square foot retail building for an undetermined future use.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Disposition and Development Agreement

DISPOSITION AND DEVELOPMENT AGREEMENT

THIS DISPOSITION AND DEVELOPMENT AGREEMENT (this "Agreement") is entered into as of _____, 2015, the Effective Date (as defined in Section 42 below) by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (the "City") and PURE REAL ESTATE GROUP, LLC., a Texas limited liability company, (the "Developer"). The City and the Developer may be referred to herein individually as a "Party" and together as the "Parties."

RECITALS

A. The City owns certain real property that is located within what is commonly known as the Las Vegas Enterprise Park ("Enterprise Park").

B. Enterprise Park is comprised of approximately seventy-five (75) acres that is bounded by Martin Luther King Boulevard on the east, Lake Mead Boulevard on the north, and Vegas Drive on the south.

C. The City desires to sell to the Developer, and the Developer desires to purchase from the City, the property in Enterprise Park as described in Section 3 below (the "Site").

D. The Site is subject to that certain document entitled "Covenants, Conditions and Restrictions" (the "CC&R's"), recorded in the Official Records of the Clark County Recorder on November 10, 1999, in Book No. 991110, as Instrument No. 01268.

E. The Developer is purchasing the Site to develop the following project on the Site (the "Project"): (i) on Pad 1 as shown on Exhibit A-1 attached hereto an approximate 2,400 square feet, single-tenant Starbucks Coffee retail store with approximately 400 square feet of patio dining area and drive-through access and (ii) on Pad 2 as shown on Exhibit A-1 attached hereto a building consisting of approximately 3,500 square feet of commercial retail space compatible with and subject to all existing retail operations and CC&R's within Enterprise Park.

F. The Parties desire to set forth in this Agreement the terms and conditions of the purchase, sale, and development of the Site.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follows:

1. PURPOSE OF AGREEMENT. The purpose of this Agreement is to facilitate economic development in Enterprise Park and the West Las Vegas community and to accomplish the sale to and purchase by the Developer of the Site, which will lead to the creation of additional jobs and positive social and economic impacts, as further described hereinafter.

2. COVENANTS, CONDITIONS AND RESTRICTIONS. The City recorded the CC&Rs in order to facilitate the orderly development of a business center in which research, development, testing, evaluation, assembly, manufacturing, distribution, sales and specific

commercial uses will predominate and in order to establish permissible uses, right-of-way and setback standards, landscaping standards, and various development standards for Enterprise Park, including the Site. The Developer acknowledges receipt of the CC&Rs and agrees to comply with all provisions thereof that are applicable to the Site.

3. THE SITE. The Site consists of approximately 1.96 acres of vacant commercial land as identified on the site map attached hereto as Exhibit A and is legally described in Exhibit B attached hereto. A preliminary site plan for the Project is attached hereto as Exhibit A-1 attached hereto.

4. PARTIES TO THIS AGREEMENT.

(a) The City is a municipal corporation of the State of Nevada. The principal office of the City is located at Las Vegas City Hall, 495 South Main Street, Las Vegas, Nevada 89101.

(b) The Developer is Pure Real Estate Group, LLC, a Texas limited liability company. The principal office of the Developer is located at 5515 Balcones Drive, Austin, Texas 78731. Wherever the term "Developer" is used herein, such term shall include any assignee as herein provided.

(c) Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, the Developer has disclosed on the form attached hereto as Exhibit C all principals, including board members, of the Developer, as well as all persons and entities holding more than one percent (1%) interest in the Developer. The Developer shall provide the City with written notification of any material change in the above disclosure within thirty (30) days of any such change.

(d) The qualifications and identity of the Developer are of particular concern to the City, and it is because of such qualifications and identity that the City has entered into this Agreement with the Developer. The Developer agrees that (i) no voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein, and (ii) except as may otherwise be permitted hereunder, the Developer shall not assign all or any part of this Agreement without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Developer may transfer or assign this Agreement without obtaining the City's prior written approval to:

(1) an entity which has the Developer both (a) a direct or indirect material economic interest of at least fifty-one percent (51%) equity ownership and (b) voting control as managing partner or managing member, so long as the Developer promptly provides the City with written notice of such transfer or assignment as well as documentation confirming that the transferee or assignee has agreed in writing to assume all of the Developer's obligations hereunder; or

(2) a transfer of a membership or other equity interest in the Developer so long as after such transfer (a) Jim Gallegos, Principal-Partner has both (i) a direct

or indirect material economic interest of at least fifty-one (51) percent equity ownership; and (ii) voting control as managing member; and (b) the Developer promptly provides the City with written notice of such transfer or assignment; or

(3) an entity acquiring either Pad 1 or Pad 2 (or both) as described under Section 8(a) hereof following the City's recording of a Certificate of Completion pertaining to the Pad or Pads to be sold by the Developer to a third party.

(e) This Agreement may be terminated by the City if, prior to the City recording a Certificate of Completion for Pad 1, there is any change (voluntary or involuntary) in the membership, management or control of the Developer except as expressly provided herein.

5. PURCHASE PRICE AND ACQUISITION OF SITE. The City agrees to sell, and the Developer agrees to purchase, the Site on the terms and conditions provided herein. The purchase price for the Site is Six Hundred Sixty-Five Thousand, Nine Hundred Forty-Five and 28/100 Dollars ($665,945.28) (the "Purchase Price"). The Developer has deposited two percent (2%) of the Purchase Price equal to Thirteen Thousand Three Hundred Eighteen and 91/100 Dollars ($13,318.91) with the Escrow Agent (defined in Section 11 below), Escrow No. 14-11-0594-KR. The balance of the Purchase Price and the Developer's closing costs shall be paid by the Developer at the Closing (defined in Section 12 (a) below). The Parties agree that the Purchase Price is equal to the current fair market value of the Site and is based on the higher of two (2) appraisal reports obtained by the City, both dated December 3, 2014.

6. CONDITIONS PRECEDENT TO CLOSING. The following are conditions precedent to the City's obligation to consummate the Closing:

(a) No later than May 29, 2015, the Developer will submit to the Director of Economic and Urban Development (the "Director"), a fully-executed letter of intent on terms and conditions approved by the Director between the Developer and the Starbucks entity ("Starbucks") for Pad 1;

(b) The Developer will submit to the Director on terms and conditions approved by the Director, provided that such approval shall not be unreasonably withheld, (i) a fully executed and conformed copy of a Lease Agreement (the "Lease") between the Developer and Starbucks for Pad 1 and (ii) a fully executed letter of intent or fully executed and conformed copy of a lease agreement between the Developer and a lessee for Pad 2;

(c) The Developer acknowledges receipt of the City's Employment Plan Policy adopted April 6, 2011 (the "Policy"); however, both the City and the Developer further acknowledge and agree that the Policy, by its very terms, is not applicable to the Site, the Developer or the Developer's lessees. However, the Developer and its lessee(s) agree to use their best efforts towards honoring the intent of the Policy. Prior to the Closing, the Developer and its lessee's shall organize a job fair within the City of Las Vegas prior to the grand opening of the Project. This fair will be advertised in newspapers of general circulation and with minority and women focused media outlets. Minority agencies will also be notified, as recommended by the City's Human Resources Office. This fair will be provided at no cost to the

tenants or job applicants and will provide a forum for applying and interviewing for positions at the Project.

(d) The Developer shall work with the City regarding cross access rights which are mutually acceptable to the City, the Developer and the owner(s) of the contiguous parcel.

(e) The Developer has provided a metes and bounds legal description for the Site to be used for the Deed and depicted on a Record of Survey prepared by a Nevada Licensed Land Surveyor. The Record of Survey shall be recorded at Closing to create the Site as a separate legal parcel within the Enterprise Park commercial subdivision map. As the owner of the Site, the City shall sign any documents, verifications or instructions necessary to cause the Record of Survey to be filed and the deed creating the Site into a separate legal parcel to be recorded.

(f) The Developer is proceeding with development of the Site, as more particularly described in Section 8, and is proceeding towards achieving the issuance of all necessary building permits for the Project by the City's Department of Building and Safety, all to the reasonable satisfaction of the Director.

(g) Prior to the Closing and no later than the time specified in the Schedule of Performance attached hereto as Exhibit D, the Developer shall submit to the Director evidence satisfactory to the City that the Developer has firm and binding commitments for the equity capital and construction financing necessary for development of the Site. Such financing shall be subject to the approval of the City, which approval will not be unreasonably withheld, conditioned or delayed.

Upon the failure of any of the foregoing conditions precedent, the City shall, at its option, have the right to terminate this Agreement upon written notice to the Developer whereupon the Deposit (hereinafter defined) shall be returned to the Developer by the Escrow Agent, the escrow shall be cancelled and the Parties shall thereafter be released from all obligations hereunder, except for any obligations which expressly survive the termination of this Agreement.

7. INTENTIONALLY OMITTED

8. SITE DEVELOPMENT. The Parties agree that it is their intent that the Site be developed with two single-tenant retail buildings proposed by the Developer as described in Recital E above. The Site is approximately 1.96 acres generally located at the northwest corner of Mount Mariah Drive and Martin L. King Boulevard. The Project shall consist of: (i) Pad 1 – an approximate 2,400 square feet, single-tenant Starbucks Coffee retail store with approximately 400 square feet of patio dining area and drive-through access and (ii) Pad 2 - a building consisting of approximately 3,500 square feet of commercial retail space with patio dining and drive-through to be further defined.

(a) Any and all development on the Site will conform to the procedures and limitations contained in the CC&Rs, zoning regulations and all applicable building and other codes as adopted by the City. After the Effective Date and on a monthly basis, the Developer shall submit to the Director a written progress report describing the status of the Developer's

performance since the preceding report, including any reports and studies completed, permits obtained, and the expected progress to be made in the next succeeding period.

(b) The Developer shall carry out the construction of the Project improvements in conformity with all applicable local, state and federal laws.

(c) The Project will be built in conformance with the "Schedule of Performance" attached hereto as Exhibit D and in accordance with the "Scope of Development" attached hereto as Exhibit E. Within the time set forth in the Schedule of Performance, the Developer shall prepare and submit to the City for review and written approval basic concept drawings and related documents containing the overall plan for development of the Project. The basic concept drawings shall conform to this Agreement, including the Scope of Development and this Section. The basic concept drawings shall conform to the CC&R's. The City shall approve or disapprove of the basic concept drawings within the time established in the Schedule of Performance. If the City shall fail to approve the basic concept drawing within such time, all subsequent time periods in the Schedule of Performance shall be extended by the number of additional days required to obtain such approval. Any disapproval shall state in writing the reasons for disapproval. The Project shall be developed as generally established in the basic concept drawings and related documents except as changes may be mutually agreed upon between the Parties. Any such changes shall be within the limitations of the Scope of Development.

(d) The Developer agrees that, in all events, within approximately six (6) months after the Closing, the Developer will begin construction of Pad 1 and will complete such construction within approximately twelve (12) months after commencement of construction, as evidenced by the City's issuance to the Developer of a "Certificate of Completion," the form for which is attached hereto as Exhibit F. Commencement of construction shall be evidenced by the pouring of the footings by the Developer for Pad 1, as determined by an inspection completed by the City's building official, or by their designee. Both commencement of construction and completion of construction will be extended by such additional time as corresponds to the extent of any delay that is caused by material shortages, labor disputes, fire, civil riots, unforeseen acts of government, acts of God or other events reasonably beyond the Developer's control.

The City and the Developer acknowledge that as of the Effective Date, the Developer does not have an intended lessee for Pad 2. As provided in Section 6(b)(ii), the Developer shall endeavor to obtain a lessee for Pad 2. The Developer agrees that, in all events, within approximately six (6) months after the Developer signs a written lease with the lessee for Pad 2, the Developer will begin construction of Pad 2 and will complete such construction within approximately twelve (12) months after commencement of construction, as evidenced by the City's issuance to the Developer of a Certificate of Completion. Commencement of construction shall be evidenced by the pouring of the footings by the Developer for the building on Pad 2, as determined by an inspection completed by the City's building official, or by their designee. Both commencement of construction and completion of construction will be extended by such additional time as corresponds to the extent of any delay that is caused by a material shortages, labor disputes, fire, civil riots, unforeseen acts of government, acts of God or other events reasonably beyond the Developer's control.

(e) When constructing Pad 1, the Developer will be responsible for the installation, at its expense, of all onsite and offsite improvements applicable to the entire Site as required by the City in connection with the development of the Project, including, but not limited to, sidewalks and driveways, onsite utilities, sewer lines and other onsite improvements. Until such time as the Developer has a building plan and commences construction for Pad 2, onsite utilities may be appropriately stubbed for later connection to Pad 2.

(f) The Developer shall complete and submit to the City an application for a site development plan review for a site plan consistent with the basic concept drawings and in compliance with the CC&Rs.

(g) The City shall sign all required permit applications during its period of ownership of the Site, subject to the terms of this Agreement. The Developer agrees to assume all costs associated with preparation of the site development plan review application, and preparation of architectural plans, civil plans, structural plans, mechanical plans, electrical plans, plumbing plans, or any other plans required by local, state or federal law required to complete the Project through certificate of occupancy. The Developer also agrees to assume the cost of any application or other connection fees due to the City or any other local, state or federal agency or organization having regulatory authority over the Project, including, but not limited to, Las Vegas Valley Water District, Southern Nevada Water Authority, Nevada Power (NV Energy) and Southwest Gas.

(h) Prior to any entry upon the Site for the purpose of conducting any tests or studies, the Developer shall furnish or cause to be furnished to the Director duplicate originals (or certified copies) of appropriate certificates of bodily injury and property damage insurance policies in the amount of at least One Million Dollars ($1,000,000) for any person, Two Million Dollars ($2,000,000) for any occurrence and Five Hundred Thousand Dollars ($500,000) property damage, naming the City as additional insured or co-insured.

(i) For the purposes of assuring compliance with this Agreement, representatives of the City shall have the reasonable right of access to the Site without charges or fees and at normal construction hours during the period of construction, including, but not limited to, the inspection of the work being performed in constructing the improvements. Such representatives of the City shall be those who are so identified in writing by the City Manager.

(j) The Developer agrees to indemnify, hold harmless and defend (with counsel acceptable to the City) the City, its affiliates, its officers, agents and employees against and from any and all actual or threatened liabilities, claims, actions, foreseeable consequential damages, penalties, costs and expenses (including attorneys' fees) and losses arising from or all actual or threatened liabilities, claims, actions, foreseeable consequential damages, penalties, costs and expenses (including attorneys' fees) and losses directly or indirectly arising out of or resulting from or relating in any way to the development and/or operation of the Project by Developer.

(k) Failure on the part of the Developer, after Closing, to comply with the provisions of this Section shall constitute a default under Section 27 of this Agreement and entitle the City to exercise its right to reenter and repurchase pursuant to Section 13, provided any such failure to comply is not cured for a period of thirty (30) calendar days after written notice thereof from the City. If the Developer has taken reasonable steps to cure, but cannot reasonably cure such default within the thirty (30) day period, it shall have a reasonable time thereafter to effectuate such cure.

9. FORM OF DEED. The City shall convey to the Developer fee simple title to the Site in the condition provided in Section 15 by a Grant, Bargain and Sale Deed (the "Deed") in a form that is consistent with Exhibit G.

10. EARNEST MONEY DEPOSIT. The Developer has made an earnest money deposit in the amount of Thirteen Thousand Three Hundred Eighteen and 91/100 Dollars ($13,318.91) into Escrow No. 14-11-0594-KR. The Deposit shall be invested in an interest bearing account and shall be refundable to the Developer should this transaction fail to close, unless such failure is the result of a material default by Developer. Such earnest money deposit, along with all earnings thereon is referred to in this Agreement as the "Deposit."

11. ESCROW.

(a) Escrow has been opened with Nevada Title Insurance Company (the "Title Company"), 3993 Howard Hughes Parkway, Suite 120, Las Vegas, Nevada 89169 Attention: Kristin Ravelo as escrow agent (the "Escrow Agent"). This Agreement constitutes the joint escrow instructions of the Parties, and a fully executed copy of the Agreement shall be delivered to the Escrow Agent promptly after the Effective Date. Upon mutual agreement by the Parties, either Party shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. Subsequent additional escrow instructions may be authorized on behalf of the City and executed by the City Manager, or by the designee of the City Manager, subject to the condition that there is no material modification to the terms of this Agreement, nor additional monetary adjustment which obligates the City. The Escrow Agent hereby is empowered to act under this Agreement, and, upon indicating its acceptance of the provisions of this Section in writing, delivered to the Parties after the opening of the escrow, shall carry out its duties as the Escrow Agent hereunder.

(b) Not later than one (1) day prior to the Closing Date (as defined in Section 12(a) below), the Developer shall deposit into escrow the following fees, charges and costs after the Escrow Agent has notified the Developer of the amount of such fees, charges and costs: (i) the balance of the Purchase Price less the Deposit, (ii) one-half (½) of the escrow fee, (iii) the recording costs for the Deed, (iv) the additional premium cost between the cost of an ALTA standard title policy and an ALTA extended coverage title insurance policy; (v) any inspection fee charged in connection with the ALTA extended title insurance policy, and (vi) the cost of any title insurance endorsements the Developer elects to obtain and (vii) Real Property Transfer Tax (RPTT) fees.

(c) The City shall pay the cost of (i) an ALTA standard title policy in the amount of the Purchase Price, (ii) ½ of the escrow fee,

(d) Not later than one (1) business day prior to the Closing Date, the City will deposit with the Escrow Agent the following: (i) the Deed duly executed and acknowledged by the City and in recordable form; (ii) the "Irrevocable Escrow Instructions" in the form of Exhibit I attached hereto, executed by the City; (iii) any other documents, instruments, data, records, correspondence or agreements called for under this Agreement or reasonably necessary in order to complete the transaction, which have not been delivered; (iv) an affidavit, in the Escrow Agent's standard form, evidencing that the City is exempt from the withholding requirements of Section 1445 of the Internal Revenue Code; and (v) a declaration of value in the form required by Clark County to record the Deed.

(e) Not later than one (1) day prior to the Closing, the Developer shall deposit and deliver to Escrow Agent the following items: (i) the "Quitclaim Deed" in the form of Exhibit H attached hereto, duly executed and acknowledged by Developer; (ii) the Irrevocable Escrow Instructions executed by the Developer; and (iii) any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have been delivered.

(f) The Escrow Agent is authorized and instructed to (i) charge the Party obligated hereunder, and to pay to the persons entitled thereto, any fees, charges and costs payable under this Agreement and related solely to the acquisition and transfer of the Site to the Developer, provided that before such payments are made, the Escrow Agent shall notify the Parties of the fees, charges and costs necessary to clear title and close the escrow, (ii) disburse funds and deliver the Deed and other documents to the Parties entitled thereto when the conditions of this escrow have been fulfilled by the Parties, (iii) obtain and charge the Developer all of the premiums and amounts of any extended ALTA title insurance policy and the cost of any endorsements thereto requested by the Developer, (iv) hold the Quitclaim Deed and Irrevocable Escrow Instructions until completion of Project as evidenced by a Notice of Completion, and (v) record any instruments delivered through this escrow, if necessary or proper, to vest title in the Developer in accordance with the terms and provisions of this Agreement.

(g) All funds received in this escrow shall be deposited by the Escrow Agent with other escrow funds of the 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 of Escrow Agent's other such general interest bearing escrow account or accounts. All disbursements shall be made by wire transfer, cashier's check or check of the Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited under this Agreement shall be for the benefit of the Party responsible for depositing those funds with the Escrow Agent and shall apply to the Purchase Price or returned to the Developer as provided elsewhere herein.

(h) If this escrow is not in condition to close before the Closing Date, either Party who then shall have fully performed the acts to be performed before the Closing may, in writing, terminate this Agreement and demand the return of its money, papers or documents.

Thereupon all obligations and liabilities of the Parties shall cease and terminate, except that the Party who has not fully performed shall be solely responsible for any escrow cancellation charges. If neither Party shall have fully performed the acts to be performed by it on or before the Closing, no termination or demand for return shall be recognized until five (5) days after the Escrow Agent shall have mailed copies of such demand to the other Party at the address of its or their principal place or places of business. If any objections are raised within the five (5) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Site until instructed in writing by both Parties or, upon failure thereof, by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section shall be construed to impair or affect the rights or obligations of either Party to specific performance.

(i) The Escrow Agent shall not be obligated to return any such money, papers or documents except upon the written instructions of both Parties or until the Party entitled thereto has been determined by a final decision of a court of competent jurisdiction.

(j) Any amendment of these escrow instructions shall be in writing and signed by both Parties. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment. All communications from the Escrow Agent to the either Party shall be directed to the addresses and in the manner established in Section 31 below for notices, demands and communications between the Parties.

(j) The liability of the Escrow Agent under this Agreement is limited to performance of the obligations imposed upon it hereunder.

(k) The Equity Group (the "Broker") is acting as broker representing the Developer in this transaction. All fees due to the Broker shall be paid by the Developer. The City has not contacted any real estate broker, finder or similar person in connection with the transaction contemplated hereby and to the actual knowledge of the City; no Acquisition Fees (as hereafter defined) have been paid or are due and owing to any other person or entity. As used herein, "Acquisition Fees" shall mean all fees paid to any person or entity in connection with the selection and purchase of the Site, including real estate commissions, selection fees, and non-recurring management and start-up fees, development fees or any other fee of similar nature. The Developer and the City each hereby agree to indemnify and hold harmless the other from and against any and all claims for Acquisition Fees or similar charges with respect to this transaction arising by, through or under the indemnifying party and each further agrees to indemnify and hold harmless the other from any loss or damage resulting from an inaccuracy in the representations contained in this Section. This indemnification agreement of the Parties shall survive the Closing.

12. CLOSE OF ESCROW, CONVEYANCE OF TITLE AND DELIVERY OF POSSESSION.

(a) Provided that neither Party is in default under this Agreement and all conditions precedent to such conveyance have occurred, the consummation of the sale by the City, purchase and conveyance to the Developer of title to the Site ("Closing") shall be

completed on or prior to but no later than September 30, 2015 ("Closing Date"). The Parties shall perform all acts necessary for conveyance of title in sufficient time for title to be conveyed in accordance with the foregoing provision.

(b) Notwithstanding any other provision of this Agreement, the Developer's obligation to proceed with the Closing is subject to the fulfillment or waiver by the Developer of each of the following conditions precedent, which are solely for the benefit of the Developer and which shall be fulfilled or waived prior to Closing: (i) the City shall not be in violation of any of its material obligations under this Agreement, (ii) the Developer has received from the City and other applicable governmental bodies and other third parties all permits, consents and approvals that the Developer believes are necessary or desirable for the successful construction and operation of the Project, (iii) the City has made all deposits required of the City pursuant to Section 11(c) above; and (iv) the Developer has not elected to cancel this Agreement pursuant to Section 16 below.

(c) Notwithstanding any other provision of this Agreement, the City's obligation to proceed with the Closing is subject to the fulfillment or waiver by the City of each of the following conditions precedent, which are solely for the benefit of the City and which shall be fulfilled or waived prior to Closing: (i) the Developer shall not be in violation of any of its material obligations under this Agreement, and the conditions precedent specified in Section 6 shall have been satisfied or waived by the City; (ii) the Developer has made all deposits required of the Developer pursuant to Section 11(b) and Section 11(d) above and (iii) the Developer has not elected to cancel this Agreement pursuant to Section 16 below.

(d) Possession shall be delivered to the Developer concurrently with the Closing, except that limited access shall be permitted before Closing as specifically described in Section 16.

13. RIGHT TO REPURCHASE, REENTER AND REPOSSESS. In addition to and independent of any other remedy available to it, the City shall have the additional right at its option to repurchase, reenter and take possession of Pad 1 and/or Pad 2 with all improvements thereon if, after Closing and prior to the recording of a Certificate of Completion for Pad 1 and/or Pad 2 of the Project, the Developer does any of the following:

(a) Fails to complete construction of the improvements as required by this Agreement under Section 8 as evidenced by issuance of a Notice of Completion by the City. This is a condition subsequent and not merely a covenant.

(b) Transfers the Site or any part thereof in violation of the Agreement. This is a condition subsequent and not merely a covenant.

(c) Fails or refuses to comply with or to cure the default of any provision of Section 8 for a period of thirty (30) calendar days after written notice thereof from the City. If the Developer has taken reasonable steps to cure, but cannot reasonably cure such default within the thirty (30) day period, it shall have a reasonable time thereafter to effectuate such cure. This is a condition subsequent and not merely a covenant.

(d) 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, deed of trust, sale and leaseback or other security instrument or conveyance for financing not prohibited by this Agreement.

(e) To exercise its right to repurchase, reenter and take possession of the Site, the City or its nominee, shall pay to the Developer the Purchase Price minus all fees associated with the Closing, plus the Developer's actual cost paid to third parties to plan and construct the improvements to the Site, or applicable portion thereof, as verified by the Developer's written invoices, vouchers and/or payments, but no less than the amount needed to repay any liens, encumbrances or other security instruments held against the Site for the purpose of financing the construction of improvements thereon so as to enable the City to receive title to the Site free and clear of any such liens, encumbrances, outstanding claims, bills to subcontractors, labor/material suppliers, or other security instruments.

(f) For the purpose of implementing the provision of this Section, at the Closing, the Developer will deliver to the Escrow Agent an executed and acknowledged "Quitclaim Deed" in the form of Exhibit H. The deposit of this Quitclaim Deed will be accompanied by "Irrevocable Escrow Instructions" in the form of Exhibit I directed to the Escrow Agent and signed by the Parties. If any of the events authorizing the City to repurchase, reenter and take possession of the Site as provided in this Section occur, the City may, without limiting its remedies under this Agreement, direct the Escrow Agent, upon at least thirty (30) calendar days' prior notice to the Developer, to record the Quitclaim Deed to the Site. 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 applicable portion of the Site (or the entire Site) to the Developer.

14. GENERAL REPRESENTATIONS AND WARRANTIES.

(a) Representations and Warranties by the City. The City represents and warrants that as of the Effective Date and the date of Closing:

(i) The City has all requisite power and authority to enter into and perform its obligations under this Agreement. This Agreement constitutes the legal, valid, binding and enforceable obligation of the City.

(ii) By proper action of the City, the City's signatories have been duly authorized to execute and deliver this Agreement.

(iii) To the City's actual knowledge, no condemnation, eminent domain or similar proceedings have been instituted or threatened against the Site.

(iv) To the 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 Site or against the City which would inhibit the City's ability to perform its obligations under this Agreement.

(v) To the City's actual knowledge, the execution, delivery and performance of this Agreement by the City will not (i) conflict with or be in contravention of any provision of law, order, rule or regulation applicable to the City or the Site, or (ii) result in any lien, charge or encumbrance of any nature on the Site other than as permitted by this Agreement.

(vi) The execution of this Agreement by the City does not violate any provision of any other agreement to which the City is a party.

(vii) The City has and will convey to the Developer good and marketable fee simple title to the Site subject only to the exceptions permitted by this Agreement. Except as shown on the Title Report (defined below in Section 15(b)), there are no encumbrances, liens, covenants, restrictions, reservations, options, leases, tenancies, easements, encroachments, claims or other matters affecting title or possession of the Site.

(viii) No labor has been performed or material furnished for the Site, or any part thereof, for which the City has not heretofore fully paid or will pay prior to Closing, or for which a mechanic's or material man's lien or liens, or any other lien, can be claimed by any person, party or entity.

As used in this Agreement, the term "the City's actual knowledge" means the actual knowledge of the City Manager of the City.

(b) Representations and Warranties of the Developer. The Developer represents and warrants to the City that as of the Effective Date and the date of Closing:

(i) The Developer is a Texas limited liability company.

(ii) The 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.

(iii) By proper action of the Developer, the Developer's signatories have been duly authorized to execute and deliver this Agreement.

(iv) Execution of this Agreement by the Developer does not violate any provision of any other agreement to which the Developer is a party.

(v) Except as may be specifically set forth in this Agreement, no approvals or consents not heretofore obtained by the Developer are necessary in connection with the execution of this Agreement by the Developer or with the performance by the Developer of its obligations hereunder.

(vi) To the Developer's actual knowledge as of the Effective Date, there are no legal actions, suits or proceedings pending or threatened before any judicial body or any governmental or quasi-governmental authority against the Developer which would inhibit the Developer's ability to perform its obligations under this Agreement.

15. CONDITION OF TITLE.

(a) The City shall convey to the Developer fee simple title subject only to:

(i) A lien not yet delinquent for ad valorem taxes for real property, and any general or special assessments against the Site.

(ii) All matters disclosed by the Title Report or the ALTA survey described in paragraph (b) of this Section, or any supplemental report, and which are approved or deemed approved by the Developer in accordance with this Section.

(iii) Any and all other exceptions, easements, conditions, covenants or reservations, if any, specifically set forth in the Deed and of record as of the Effective Date, including but not limited to, the CC&Rs.

(b) The Escrow Agent shall, upon the delivery of a fully executed copy of this Agreement to Escrow Agent, deliver to the Developer a current preliminary title report ("Title Report") and legible copies of all documents referred to therein covering or relating to the Site. The Developer may obtain its own ALTA survey of the Site (at the Developer's sole expense, but with the cooperation and all survey information available to the City being provided to assist in obtaining such survey). The Developer shall then approve or disapprove the exceptions listed in the Title Report and ALTA survey as to the Site by giving the City and Escrow Agent written notice thereof within thirty (30) days of the Effective Date. Failure to give written notice to the Escrow Agent and the City by such date of approval or disapproval of the exceptions shall be deemed to be approval of all exceptions, except for monetary liens and taxes. If the Developer disapproves any exceptions, the City shall have ten (10) days within which to agree in writing to remove the exception. Failure to give written notice of such agreement to the Developer and the Escrow Agent shall be deemed to be refusal. If City does not agree to remove any exceptions properly and timely disapproved by the Developer, this Agreement shall terminate without further liability to Developer, unless the Developer waives its objection in writing delivered to the City and to the Escrow Agent. If the City shall agree to remove any exception objected to by the Developer, the City shall then have until the date for Closing within which to remove such exception and shall use its best efforts to remove the exception. If despite the use of its best efforts the City is unable to remove any exception objected to by the Developer and which the City has agreed to remove by the Closing, the Developer as its sole and exclusive remedy may elect to (i) terminate this Agreement and receive a return of the Deposit and all other funds or documents deposited by the Developer and be reimbursed for its actual out-of-pocket costs in obtaining and complying with this Agreement in an amount not to exceed Twenty-Five Thousand and 00/100 Dollars ($25,000.00); or (ii) waive the objection and proceed to Closing.

16. FEASIBILITY REVIEW; INSPECTION

(a) The Developer will have until May 29, 2015 ("Feasibility Review Period") to review the condition of the Site and the feasibility of the Developer's development plan of development on the Site, without limitation, and has obtained an executed Letter of Intent to Lease with Starbucks. The Developer's feasibility review will pertain to the Developer's review of and satisfaction with the following: (i) availability of approvals by all governmental bodies having jurisdiction over the Site for the Developer's intended development thereof, (ii) the Developer's engineering studies, soils investigations, environmental assessments, surveys and physical inspection of the Site, and (iii) those items contained in Section 15(b). The following items shall be provided or made available by the City to the Developer concurrently with the execution of this Agreement by the City, to the extent such items are within the City's possession or control or are reasonably available to the City: (i) any and all surveys and maps of all or any portion of the Site, (ii) any and all soils condition reports, environmental assessment reports and endangered species and habitat reports on all or any portion of the Site, (iii) any and all water and sewer studies, engineering studies, zoning information, and marketing studies relating to all or any portion of the Site, (iv) any and all leases or other contracts or agreements relating to all or any portion of the Site, the availability of utilities or access to all or any portion of the Site, and investigations of any requirements which may be imposed by governmental or quasi-governmental entities and agencies relative to all or any portion of the Site, (v) any and all plans, specifications, licenses, permits, authorizations and approvals relating to all or any portion of the Site; any and all covenants, conditions and restrictions of all owners' associations with jurisdiction over all or any portion of the Site, and any and all articles of incorporation, bylaws, rules, regulations and public offering statements of any such associations, and (vi) any and all such other materials, documentation and information concerning all or any portion of the Site required or reasonably requested by the Developer in order to perform its due diligence.

(b) The Developer may elect, at any time prior to the expiration of the Feasibility Review Period, to terminate this Agreement as a result of Developer's disapproval of any of the foregoing matters; provided, however, that if the Developer fails to notify the City and Escrow Agent of the Developer's disapproval of the feasibility of the Developer's proposed development of the Site by written notice delivered to the City no later than the date of expiration of the Feasibility Review Period, the Developer will be deemed to have approved the feasibility and this condition will be deemed satisfied. If this Agreement is terminated pursuant to this Section, the Developer shall pay to the Escrow Agent an amount equal to the cost of the cancellation of escrow, and neither Party will have any further rights or obligations under this Agreement and the Deposit shall immediately be refunded to the Developer.

(c) During the Feasibility Review Period, Developer, and its representative and consultants (including architects and engineers or potential tenants) will have the right to enter upon and inspect the Site and conduct such boundary and topographic surveys, soil and engineering tests environmental assessments, and such other tests and studies as the Developer deems desirable, with engineers or consultants licensed in the State of Nevada; provided that such inspections and tests will not materially damage the Site in any respect; provided, further, that such tests and inspections are conducted in accordance with standards customarily employed in the industry and in compliance with all governmental laws, rules and regulations; provided,

still further, that the Developer notifies the City in writing at least forty-eight (48) hours prior to the date that the Developer intends to conduct invasive testing or inspections on the Site. Following the Developer's inspections or testing on the Site, the Developer will promptly restore the Site to its original condition as existed prior to any such inspections and/or tests. If the Developer, its agents, representatives or employees undertakes any boring or other disturbance of the soil, the soil so disturbed will be recompacted to the original condition of the Site and the Developer will obtain at its own expense a certificate from a soils engineer which certifies that such soil so disturbed has been recompacted to the original condition of the Site. To the extent that any costs for damages and/or injuries are not covered by any insurance policy protections or are in excess of the insurance policy limits, the Developer agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to City) the City, its affiliates or assignees, which are under the control of the City and its officers, agents and employees against and from any and all liability, loss, cost, damage or expense (including attorneys' fees) of whatsoever nature growing out of or in connection with personal injury to or death of persons whomsoever (including, without limitation, exposure to hazardous or toxic substances, to the extent brought on the Site by the Developer), or loss or destruction of or damage to property whatsoever (including, without limitation, contamination by hazardous or toxic substances and any required testing, removal or cleanup thereof, to the extent brought on the Site by the Developer), where such personal injury, death, loss, destruction or damage arises in any way in connection with or incident to the occupation or use of the Site by, or the presence thereon of, the Developer, its officers, agents or employees and occurs from any such cause. If the Developer should discover any hydrocarbon substances or any other hazardous or toxic substances, asbestos or asbestos-bearing materials, waste or materials subject to legal requirements or corrective action, the Developer will immediately notify the City of the same. The indemnity obligations of the Developer under this Section will survive any termination of this Agreement or delivery of the Deed and transfer of title. The Developer covenants and agrees upon request of the City to promptly deliver to the City without charge therefore, the results and copies of any and all environmental reports and related correspondence.

(d) The Developer covenants and agrees to pay in full for all materials joined or affixed to the Site by the Developer and to pay in full all persons who perform labor upon the Site at the request of the Developer, and not to permit or suffer any mechanic's or material man's lien of any kind or nature to be enforced against the Site for any work done or materials furnished thereon at the instance or request or on behalf of the Developer; and the Developer agrees to indemnify, hold harmless and defend (with counsel acceptable to the City) the City, its affiliates, officers, agents and employees against and from any and all liens, claims, demands, costs and expenses of whatsoever nature in any way connected with or growing out of such work done, such labor performed or such materials furnished prior to Closing. The indemnity obligations of the Developer under this Section will survive any termination of this Agreement or delivery of the Deed and transfer of title.

17. TIME FOR CLOSING AND DELIVERY OF DEED. Subject to any mutually agreed upon extensions of time, the City shall deposit the Deed with the Escrow Agent pursuant to Section 11. The Parties shall also timely deliver into escrow (a) any transfer declarations, returns or other similar documents satisfying Nevada state law requirements, if any; (b) all documents set forth in Section 11; (c) evidence reasonably satisfactory to the other Party and

Escrow Agent respecting the authorization and execution of the documents required to be delivered hereunder; and (d) such additional documents as may be reasonably required by the other Party or Escrow Agent in order to consummate the transactions provided hereunder.

18. CLOSE OF ESCROW. Upon the fulfillment of the conditions described in this Agreement, the Escrow Agent shall file the Deed for recordation among the land records in the Official Records of Clark County, Nevada and shall deliver to the Developer the Title Policy (defined below in Section 19). The recordation of the Deed shall constitute the close of escrow.

19. TITLE INSURANCE. Concurrently with recordation of the Deed, and as a condition of the Closing, the Escrow Agent and any required co-insurer shall provide and deliver to the Developer a title insurance policy issued by the Escrow Agent insuring that title is vested in the Developer in the condition required by Section 15, and the title insurance policy shall be of the type and in the amount requested by the Developer, and with such endorsements and affirmative coverages as may be required by the Developer (the "Title Policy"). If the Developer desires to obtain extended coverage for the Title Policy, the City shall provide the Escrow Agent at the Closing with such evidence and customary documents as are reasonably required to issue such coverage.

20. TAXES, ASSESSMENTS, ENCUMBRANCES AND LIENS. The Developer shall be responsible for the payment of all real estate taxes and assessments assessed and levied on the Site for any period subsequent to Closing. Prior to Closing, the Developer shall not place or allow to be placed on the Site (or portion thereof) any encumbrance or lien.

21. CONVEYANCE FREE OF POSSESSION. The Site shall be conveyed free of any possession or right of possession by any other person except that of the CC&R's and approved easements, vacations, or dedications of record, which are mutually agreeable to the Parties.

22. "AS IS" SALE.

(a) Except as otherwise provided in this Agreement, the Developer acknowledges and agrees that the Site is to be sold and conveyed to and accepted by the Developer pursuant to this Agreement in an "as is" condition, with, if any, all faults and defects. Except as otherwise specifically stated in this Agreement, the City makes no representations or warranties of any kind whatsoever, either expressed or implied, with respect to the Site or any of such related matters; in particular, but without limitation, except as otherwise provided herein the City makes no representations or warranties with respect to the use, condition, title, occupation or management of the Site, compliance with applicable statutes, laws, codes, ordinances, regulations or requirements relating to leasing, zoning, subdividing, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record,) other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, regulations or requirements affecting or relating to the Site. The Developer acknowledges that notwithstanding any prior or contemporaneous oral or written representations, statements, documents or understandings, this Agreement constitutes the entire understanding of the Parties with respect to the subject matter hereof and the purchase and sale

of the Site and supersedes any such prior or contemporaneous oral or written representations, statements, documents or understandings.

(b) Except as otherwise stated herein, the Developer, for itself, its successor and assigns, and for each and every subsequent owner of the Site ("Releasing Party") hereby mutually releases, waives, remises, acquits and forever discharges all rights, causes of action and claims which the Developer has or may have in the future against the City, its officers, employees, agents, attorneys, representatives, legal successors and assigns, from any and all claims, suits, actions, causes of action, demands, rights, damages, costs, expenses, penalties, fines or compensation whatsoever, direct or indirect, which the Developer or any Releasing Party now has or which the Developer or any other Releasing Party may have in the future on account of or in any way arising out of or in connection with Hazardous Materials or violation of Environmental Laws (defined below in Section 22(d)) or arising out of or in connection with any other physical or environmental condition of the Site. The Developer hereby agrees to hold harmless and indemnify the City from any claims, judgments, penalties, fines, losses, damages, expenses (including reasonable attorneys' fees) against or incurred by the City after the conveyance of the Site to the Developer arising in any way from (i) the presence of Hazardous Materials at, on, beneath or from the Site, or (ii) the application of Environmental Laws to the Site.

(c) The Developer agrees that the City is making no representations or warranties regarding the environmental or any other condition of the Site.

(d) Definitions.

(i) As used in this Agreement, the term "Hazardous Materials" means any substance, material or waste which is:

(1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste" or "restricted hazardous waste" under any provision of Nevada law;

(2) petroleum;

(3) asbestos;

(4) polychlorinated biphenyls;

(5) radioactive materials;

(6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317);

(7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903); or

(8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601).

(ii) As used in this Agreement, the term "Environmental Laws" shall mean any and all laws (whether common or statutory), compacts, treaties, conventions, rules, regulations, codes, plans, requirements, criteria, standards, orders, decrees, judgments, injunctions, notices or demand letters issued, promulgated or entered there under by any federal, state or local governmental entity relating to public or employee health and safety, pollution or protection of the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendment and Reauthorization Act and otherwise ("CERCLA"), the Resource Conservation and Recovery Act ("RCRA"), the Federal Safe Drinking Water Act, the Federal Water Pollution Control Act, and any and all other federal, state and local laws, rules, regulations and orders relating to reclamation of land, wetlands and waterways or relating to use, storage, emissions, discharges, cleanup, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Materials on or into the workplace or the environment (including without limitation, ambient air ,oceans, waterways, wetlands, surface water, ground water (tributary and nontributary), land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation or handling of pollutants, contaminants, chemicals or industrial, toxic, hazardous or similar substances.

23. GOVERNMENTAL PERMITS. Nothing in this Agreement shall affect the responsibility of the Developer to seek, obtain and comply with the conditions of any and all permits and governmental authorizations necessary to develop the Site or any portion thereof. The Developer shall be responsible for the payment of permit fees, which shall be limited to those fees that are authorized by ordinance.

24. INTENTIONALLY OMITTED.

25. INTENITONALLY OMITTED.

26. TIME OF ESSENCE. Time is of the essence of this Agreement and every obligation hereunder.

27. DEFAULT AND REMEDIES.

(a) IN THE EVENT THIS AGREEMENT IS TERMINATED AS A RESULT OF THE DEVELOPER'S FAILURE TO PERFORM INCLUDING, WITHOUT LIMITATION, THE DEVELOPER'S OBLIGATIONS UNDER SECTION 6, THE CITY MAY, BY WRITTEN NOTICE TO THE DEVELOPER AND THE ESCROW AGENT, TERMINATE THIS AGREEMENT AND RETAIN AS ITS SOLE AND EXCLUSIVE REMEDY, THE DEPOSIT TOGETHER WITH ALL EARNINGS THEREON AS THE CITY'S LIQUIDATED DAMAGES FOR THE BREACH OF THIS AGREEMENT BY THE DEVELOPER. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN THE CITY AND THE DEVELOPER THAT THE CITY'S ACTUAL DAMAGES FOR ANY SUCH BREACH BY THE DEVELOPER HEREUNDER WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.

INITIALS:
CITY: _____

DEVELOPER: _____

(b) In the event of the occurrence of a default or the breach of a covenant, representation or warranty by the City occurring prior to the Closing, the Developer's sole remedy shall be to pursue one, and only one, of the following remedies: (i) to waive such default; or (ii) to terminate this Agreement; and on such termination, the Deposit will be returned to the Developer together with reimbursement for its actual out-of-pocket costs in obtaining and complying with this Agreement in amount not to exceed Twenty-Five Thousand and 00/100 Dollars ($25,000.00) and the Parties thereafter shall have no liability or obligation hereunder; or (iii) to demand specific performance of the City's obligations under this Agreement without any abatement in the Purchase Price or other consideration and without any liability whatsoever on the part of the City for damages.

(c) Intentionally Omitted.

(d) Notwithstanding any termination of this Agreement for any reason whatsoever, the obligations of the Developer under Section 16(c) and 16(d) shall survive such termination of this Agreement.

28. SURVIVAL. The representations and warranties contained in this Agreement, and the covenants that extend beyond the Closing, shall survive the recordation of any Deed and shall not be deemed merged into such Deed.

29. SUCCESSORS AND ASSIGNS. This Agreement shall inure to the benefit of and bind the successors and assigns of the Parties, subject to the provisions of this Agreement regarding assignment.

30. NO PERSONAL LIABILITY. No official or employee of the City shall be personally liable to the Developer for any default or breach by the City, for any amount which may become due to the Developer, or for any obligation of the City under the terms of this Agreement. No manager, member, officer, or employee of the Developer shall be personally liable to the City for any default or breach by the Developer, for any amount which may become due to the City, or for any obligation of the Developer under the terms of this Agreement.

31. NOTICES, DEMANDS AND COMMUNICATIONS. Formal notices, demands and communications between the Parties shall be sufficiently given if made in writing and dispatched by registered or certified mail, postage prepaid, return receipt requested or by personal delivery, to the principal offices of the City and the Developer as set forth in this Section. Such written notices, demands and communications may be sent in the same manner to such other addresses as either Party may from time to time designate in writing. Service by United States Mail or by Federal Express or other similar delivery service shall be conclusively deemed made on the first business day delivery is attempted or upon receipt, whichever is sooner.

If to the City:	City of Las Vegas Economic and Urban Development Department 495 S. Main Street, Sixth Floor Las Vegas, Nevada 89101 Attention: Bill Arent, Director
With a copy to:	City Attorney's Office City of Las Vegas 495 S. Main Street, Sixth Floor Las Vegas, Nevada 89101
If to the Developer:	Pure Real Estate Group, LLC 5515 Balcones Drive Austin, Texas 78731 Attention: Eric Costa and Jim Gallegos
With a copy to:	Deaner, Malan, Larsen & Ciulla 720 South Fourth Street, Suite 300 Las Vegas, Nevda 89101 Attention: Douglas R. Malan, Esq.

32. SUBSEQUENT CITY APPROVALS. Any consents or approvals of the City required or permitted by the terms of this Agreement may be given by the City Manager of the City or such other person that the City designates in writing, subject to the condition that there is no material modification to the terms of this Agreement, nor additional monetary adjustment which obligates the City.

33. INTENTIONALLY OMITTED.

34. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Exhibits A, B, C, D, E, F, G, H, I attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the City Manager or other appropriate authorities of the City and the 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. All amendments hereto must be in writing and signed by the City Manager or other appropriate authorities of the City and the Developer.

35. 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.

36. GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

37. CAPTIONS AND SECTIONS. 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. Unless specified otherwise, all references to Sections herein refer to the Sections of this Agreement.

38. COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Agreement.

39. REPORTING PERSON. The Title Company is hereby designated as the Reporting Person (as defined in Section 6045(e) of the Code and the regulations promulgated there under) as permitted by Treasury Regulation Section 1.6045-4(e)(5).

40. DATES. If any date or other deadline set forth herein falls on a Saturday, Sunday or federal banking holiday, the date for performance on such date shall be extended to the succeeding day which is not a Saturday, Sunday or federal banking holiday.

41. FURTHER ASSURANCES. Each Party shall from time to time execute and deliver such further instruments as the other Party or its counsel may reasonably request to effectuate the intent of this Agreement, including, but not limited to, documents necessary for compliance with the laws, ordinances, rules or regulations of any governmental authority.

42. EFFECTIVE DATE. The effective date (the "Effective Date") of this Agreement shall be the date when this Agreement has been approved by the Las Vegas City Council.

IN WITNESS WHEREOF, the Parties have entered into this Agreement to be effective as of the Effective Date.

Date of City Council Approval:

_____, 2015

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

Date: _____
(Print Date Executed)

Attest: _____
LuAnn D. Holmes, MMC
Acting City Clerk

APPROVED AS TO FORM:

Date: 1-28-15
(Print Date Executed)

PURE REAL ESTATE GROUP, LLC

By: _____
Jim Gallegos, Principal Partner

Date: 1-27-2015
(Print Date Executed)

LIST OF EXHIBITS

EXHIBIT A	MAP SHOWING THE LOCATION OF THE SITE
EXHIBIT A-1	PRELIMINARY SITE PLAN FOR THE PROJECT
EXHIBIT B	LEGAL DESCRIPTION OF THE SITE
EXHIBIT C	DISCLOSURE OF PRINCIPALS
EXHIBIT D	SCHEDULE OF PERFORMANCE
EXHIBIT E	SCOPE OF DEVELOPMENT OF THE PROJECT
EXHIBIT F	CERTIFICATE OF COMPLETION
EXHIBIT G	GRANT, BARGAIN AND SALE DEED
EXHIBIT H	QUITCLAIM DEED
EXHIBIT I	IRREVOCABLE ESCROW INSTRUCTIONS

EXHIBIT A
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

MAP SHOWING THE LOCATION OF THE SITE

Site Map

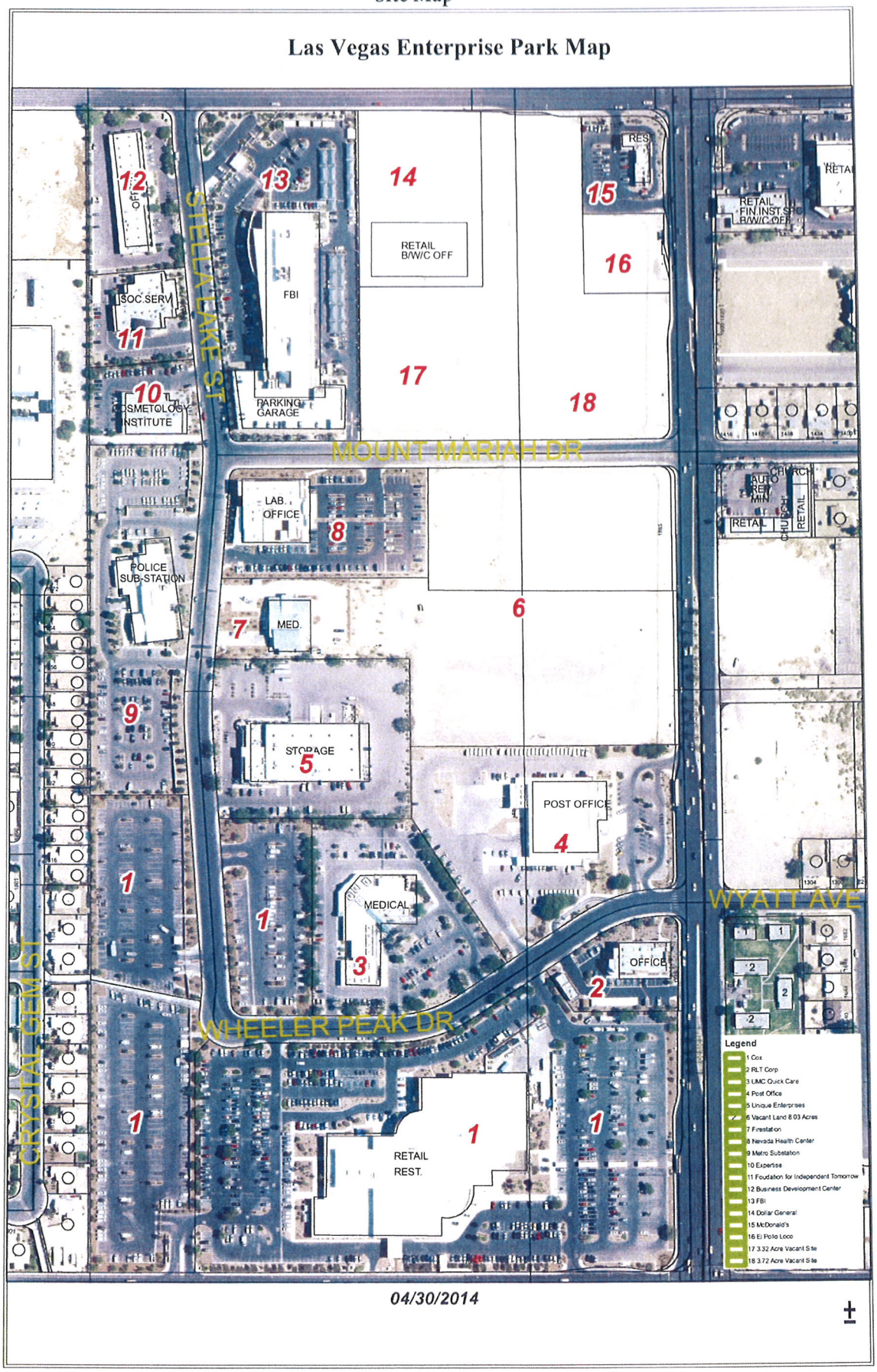
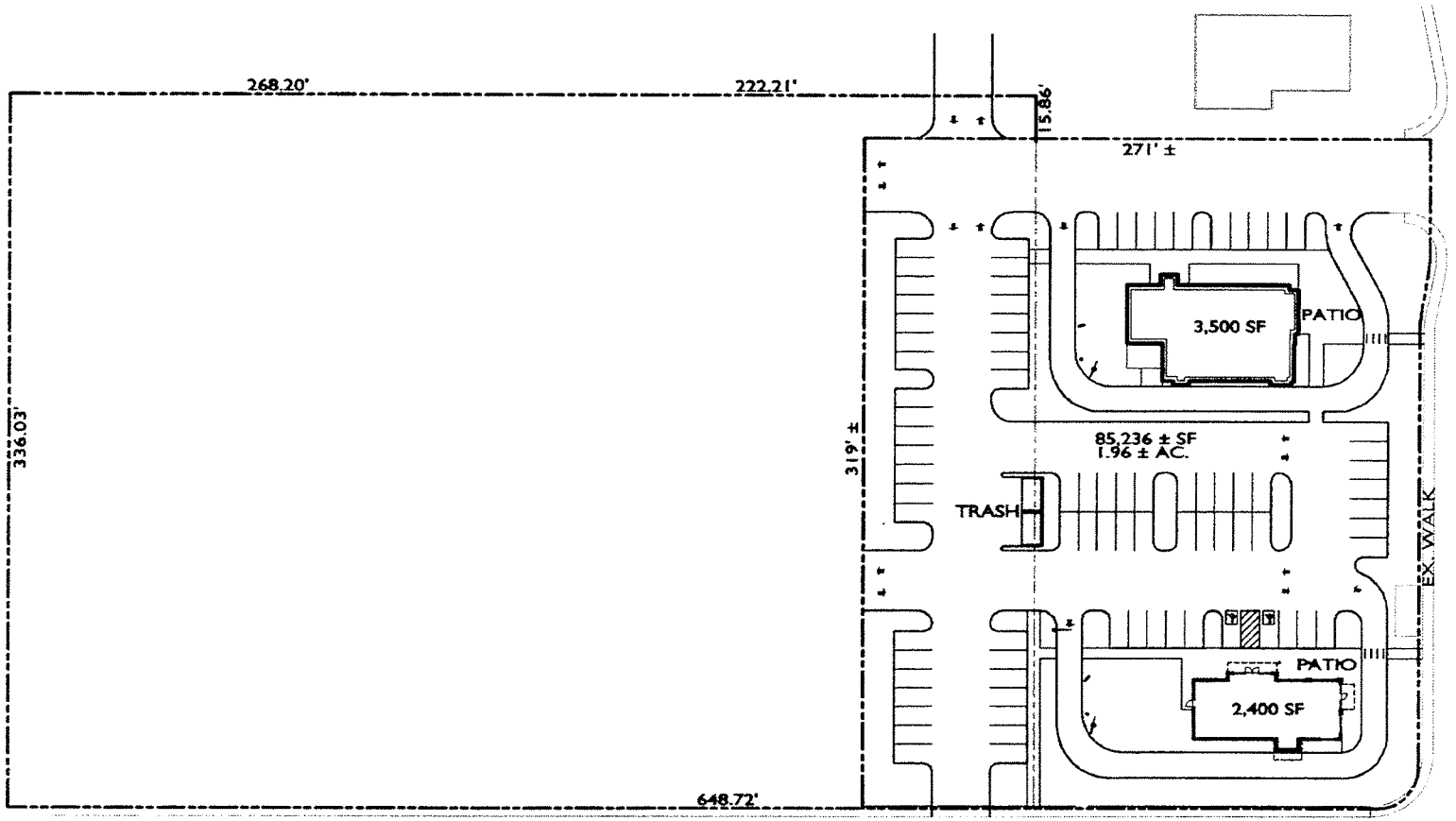

Las Vegas Enterprise Park Map
STELLA LAKE ST
MOUNT MARIAH DR
WHEELER PEAK DR
CRYSTAL GEM ST
WYATT AVE
12
13
14
15
16
17
18
11
10
9
8
7
6
5
4
3
2
1
SOC SERV
FBI
RETAIL B/W/C OFF
PARKING GARAGE
COSMETOLOGY INSTITUTE
LAB. OFFICE
POLICE SUB-STATION
MED.
STORAGE
POST OFFICE
MEDICAL
OFFICE
RETAIL REST.
RETAIL
CHURCH
Legend
1 Cox
2 RLT Corp
3 UMC Quick Care
4 Post Office
5 Unique Enterprises
6 Vacant Land 8.03 Acres
7 Firestation
8 Nevada Health Center
9 Metro Substation
10 Expertise
11 Foudation for Independent Tomorrow
12 Business Development Center
13 FBI
14 Dollar General
15 McDonald's
16 El Pollo Loco
17 3.32 Acre Vacant Site
18 3.72 Acre Vacant Site
04/30/2014

EXHIBIT A-1
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

PRELIMINARY SITE PLAN FOR THE PROJECT



CONCEPT SITE PLAN
NWC MLK & MOUNT MARIAH, CITY OF LAS VEGAS, NEVADA

SCALE: 1"= 80'-0"
DATE: 1/27/2015

* SITE/BASE INFORMATION IS CONCEPTUAL AND HAS NOT BEEN VERIFIED *

NORTH

PUREPARTNERS

EXHIBIT B
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

LEGAL DESCRIPTION OF THE SITE

EXHIBIT B

JOB #: 150166 *FILE: 150166 MLK Mariah*
Legal.V01.docx
A.P.N.: Portion of 139-21-313-023 *January 28, 2015*
Page 1 of 2 *By: DAW*

EXPLANATION: THIS LEGAL DESCRIBES A PORTION OF LOT 7 AS SHOWN BY FINAL MAP OF AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION.

EXHIBIT "A"
LEGAL DESCRIPTION

THIS LEGAL DESCRIBES A PORTION OF LOT 7 AS SHOWN BY AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION THEREOF ON FILE RECORDED DECEMBER 31, 1996 IN BOOK [19]961231 OF OFFICIAL RECORDS AS INSTRUMENT NO. 0001151, BOOK 77 OF PLATS, PAGE 54 IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHWEST 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:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE (1/4) OF THE SOUTHWEST QUARTER (SW (1/4) OF SAID SECTION 21 BEING THE CENTERLINE INTERSECTION OF LAKE MEAD BOULEVARD (PUBLIC STREET – VARYING WIDTH) AND MARTIN L KING BOULEVARD (PUBLIC STREET – VARYING WIDTH), THENCE DEPARTING SAID NORTHEAST CORNER ALONG THE EAST LINE OF SAID NORTHEAST QUARTER (NE (1/4) AND CENTERLINE OF SAID MARTIN L KING BOULEVARD SOUTH 00°17'00" WEST, 450.18 FEET; THENCE DEPARTING SAID EAST LINE AND CENTERLINE NORTH 89°43'00" WEST, 55.00 FEET TO THE **POINT OF BEGINNING** BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID MARTIN L KING BOULEVARD AS SHOWN ON SAID AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION AND BEING THE SOUTHEAST CORNER OF THAT PORTION OF SAID LOT 7 AS DESCRIBED IN THAT CERTAIN "GRANT, BARGAIN, SALE DEED" TO LAURICH PROPERTIES, INC., A NEVADA CORPORATION RECORDED OCTOBER 20, 2012 AS INSTRUMENT NO. 201210200002434 OF OFFICIAL RECORDS AND SHOWN ON RECORD OF SURVEY THEREOF ON FILE RECORDED FEBRUARY 4, 2014 AS INSTRUMENT NO. 20140204-0001651 OF OFFICIAL RECORDS, FILE 191 OF SURVEYS, PAGE 29 IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA; THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY LINE ALONG THE SOUTHERLY LINE OF SAID DESCRIBED PORTION OF LOT 7 AND THE WESTERLY PROLONGATION THEREOF NORTH 89°32'57" WEST, 273.16 FEET; THENCE ALONG A LINE PARALLEL WITH THE AFOREMENTIONED EAST LINE OF SAID NORTHEAST QUARTER (NE 1/4) AND CENTERLINE OF MARTIN L KING BOULEVARD SOUTH 00°17'00" WEST, 318.97 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF MOUNT MARIAH DRIVE, FORMERLY JIMMY AVENUE (PUBLIC STREET, 60.00 FEET WIDE) AS SHOWN ON SAID AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE SOUTH 89°43'00 EAST, 242.16 FEET TO A POINT ON THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE OF MARTIN L KING BOULEVARD ALSO BEING A POINT ON THE WESTERLY LINE OF

EXHIBIT B

PREPARED BY:

DIAMONDBACK LAND SURVEYING
5506 S. FORT APACHE ROAD, SUITE 110
LAS VEGAS, NEVADA 89148
(T) 888.594.DBLS
(o) 702.823.3257
(f) 702.933.9030

_____
TRENT J. KEENAN, PLS 16802

EXHIBIT C
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

DISCLOSURE OF PRINCIPALS

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**	**Block 2** **Description**
Name Pure Real Estate Group, LLC a Texas Limited Liability Company	
Address 5515 Balcones Drive	
Austin, TX 78731	
Telephone (512) 452-7873	
EIN or DUNS 46-1584583	

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.	Jaime A. Gallegos aka Jim Gallegos Manager	5515 Balcones Drive Austin, TX 78731	(512)452-1873
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: _____.

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 Jim Gallegos

Date

Subscribed and sworn to before me this 27 day of January, 2015

Janie D Lance

Notary Public

JANIE D LANCE
Notary Public, State of Texas
My Commission Expires
August 27, 2018

EXHIBIT D
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

SCHEDULE OF PERFORMANCE

The Parties shall execute and deliver two exact copies of this Agreement.	Not later than ten (10) calendar days from City Council approval of this Agreement.
Open escrow at a title company mutually agreeable to the Parties and which is properly licensed in the State of Nevada.	The City opened Escrow No. 14-11-0594 KR on November 20, 2014
Delivery of Title Report to the Developer. Escrow Agent shall deliver the Title Report for the Site, dated as of the Effective Date, to the Developer.	Nevada Title Company 3993 Howard Hughes Parkway, Suite 120 Las Vegas, Nevada 89169
Approval of Title Report.	Not later than May 29, 2015.
Expiration of Feasibility Review Period and delivery of Starbucks letter of intent.	May 29, 2015 ("Feasibility Review Period")
The Developer shall submit to the City for approval a set of basic concept drawings.	Not later than May 29, 2015.
Review of basic concept drawings by architectural review committee for Enterprise Park.	Not later than June 30, 2015.
Submission to City by the Developer of site development plan application through City Planning Department.	Not later than August 31, 2015.
Submission of the Developer's evidence of financing the Project pursuant to Section 6.	Ten (10) days prior to Closing.
Submittal of final architectural plans, civil plans, mechanical, electrical, and plumbing plans, landscape plans, and structural plan to City.	Not later than one hundred eighty (180) calendar days after site development plan application approval.

Issuance of City and other governmental permits necessary to commence construction.	Not later than start of construction or within six (6) months of submittal of final architectural plans, civil plans, mechanical, electrical, and plumbing plans, landscape plans, and structural plan to City.
Submission – Certificates of Insurance.	on file
Balance of Purchase Price and closing costs by the Developer.	At Closing.
Execution by the Developer of Quitclaim Deed and Irrevocable Escrow Instructions and delivery to escrow	At Closing.
Site (including all pad sites) Closing and conveyance	On or before September 30, 2015
The Developer shall commence construction of Pad 1, including onsite and offsite construction of the Pad 2 portion of the Site, which shall mean pouring of the footings of the Pad 1 building as determined by an inspection completed by the City's building official, or by his designee.	Within one hundred eighty (180) calendar days after the earlier of (i) Closing or (ii) issuance of the City's and other governmental permits necessary to commence construction.
Completion of construction of Pad 1, including onsite and offsite construction of the Pad 2 portion of the Site, as evidenced by a Certificate of Occupancy issued by the City. The City shall also record a Certificate of Completion as to Pad 1 and return the Quitclaim Deed and Irrevocable Escrow Instructions pertaining to Pad 1 to the Developer.	Not later than twelve (12) months following commencement of construction.
The Developer shall commence construction of Pad 2, which shall mean pouring the footings of the Pad 2 building as determined by an inspection completed by the City's building official or by his designee.	Within twelve (12) months following the earlier of (i) Closing or (ii) issuance of the City's and other governmental permits necessary to commence construction.

Completion of construction of Pad 2, as evidenced by a Certificate of Occupancy issued by the City. The City shall also record a Certificate of Completion as to Pad 2 and return the Quitclaim Deed and Irrevocable Escrow Instructions pertaining to Pad 2 to the Developer.	Not later than twelve (12) months following commencement of construction of Pad 2.

EXHIBIT E
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

SCOPE OF DEVELOPMENT OF THE PROJECT

Pad 1 +/- 2,400 square feet, single-tenant Starbucks Coffee retail store with approximately 400 square feet of patio dining area and drive thru;

Pad 2 +/- 3,500 building square feet of commercial retail compatible with and subject to all existing retail operations and CC&R's within Las Vegas Enterprise Park

EXHIBIT F
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

CERTIFICATE OF COMPLETION

APN: 139-21-_____-_____

RECORDING REQUESTED BY:
City of Las Vegas

AFTER RECORDING, MAIL TO:
City of Las Vegas
Economic and Urban Development Department
495 S. Main Street, 6th floor
Las Vegas, NV 89101

NOTICE OF COMPLETION
OF
CONSTRUCTION AND DEVELOPMENT

THIS NOTICE OF COMPLETION OF CONSTRUCTION AND DEVELOPMENT ("Notice") is made pursuant to the requirements of that certain Disposition and Development Agreement ("DDA") with an Effective Date of February ____, 2015, whereby the City of Las Vegas, a municipal corporation of the State of Nevada ("City"), provided assistance to Pure Real Estate Group, LLC., a Texas limited liability company , ("Developer"), for construction and development of a certain project situated in the City of Las Vegas, Nevada, and described on the Attachment attached hereto and made a part hereof ("Site").

The DDA provides that (a) the City shall furnish the Developer with this Notice upon completion of all construction and development upon the Site that is required to be completed by the DDA, (b) this Notice shall be in such form as to permit it to be recorded in Recorder's Office of Clark County, and (c) this Notice shall be conclusively determined that the construction and development on the Site has been satisfactorily completed.

NOW, THEREFORE, the City agrees and does hereby certify that the construction and development on the Site has been fully and satisfactorily performed and completed in full compliance with the requirements of the DDA.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the City has executed this Notice as of _____.

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

Attest: _____
LuAnn D. Holmes, MMC
Acting City Clerk

APPROVED AS TO FORM:

_____, City Attorney

PURE REAL ESTATE GROUP, LLC

By: _____
Jim Gallegos, Principal Partner

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on _____, 2015, by Carolyn G. Goodman as Mayor of the City of Las Vegas.

_____
NOTARY PUBLIC

STATE OF TX
COUNTY OF Travis

This instrument was acknowledged before me on January 27, 2015, by Jim Gallegos as Principal Partner.

_____
NOTARY PUBLIC

Whitney Leigh Wilson
Notary Public
STATE OF TEXAS
My Comm. Exp. May 1, 2018

ATTACHMENT
TO
NOTICE OF COMPLETION
OF
CONSTRUCTION AND DEVELOPMENT

LEGAL DESCRIPTION OF THE REAL PROPERTY

EXHIBIT G
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

GRANT, BARGAIN AND SALE DEED

APN: 139-21-_____-_____

RECORDING REQUESTED BY:
City of Las Vegas, Nevada

AFTER RECORDATION MAIL TO,
AND SEND TAX BILLS TO:
Pure Real Estate Group, LLC
5515 Balcones Drive
Austin, Texas 78731
Attn: Eric Costa and Jim Gallegos

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 PURE REAL ESTATE GROUP, LLC, a Texas limited liability company whose address is 5515 Balcones Drive, Austin, Texas 78731 ("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 of February ____, 2015. 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 conditions set forth in the foregoing paragraphs shall remain in effect until a Certificate of Occupancy for the improvements constructed on the Property is issued by Grantor.

5. The Property is conveyed subject only to restrictions, reservations, conditions, rights-of-way, easements and other encumbrances of record.

6. This Deed may be executed in counterparts.

IN WITNESS THEREOF, Grantor has caused this instrument to be executed as of _____.

GRANTOR:

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

Attest: _____
LuAnn D. Holmes, MMC
Acting City Clerk

Approved as to form:

_____
Date

STATE OF NEVADA
COUNTY OF CLARK

This instrument was acknowledged before me on _____, 2015, by Carolyn G. Goodman as Mayor of the City of Las Vegas.

_____
NOTARY PUBLIC

ATTACHMENT
TO
GRANT, BARGAIN, AND SALE DEED

LEGAL DESCRIPTION OF THE REAL PROPERTY

ATTACHMENT FOLLOWS

ATTACHMENT
TO
QUITCLAIM DEED

LEGAL DESCRIPTION OF THE REAL PROPERTY

EXHIBIT H
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

APN: 139-21-_____-_____

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
495 S. Main St. 6th Floor
Las Vegas, Nevada 89101

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, PURE REAL ESTATE GROUP, LLC, a Texas limited liability company does hereby REMISE, RELEASE AND QUITCLAIM to the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada, the real property located in the City of Las Vegas, Nevada, described on the Attachment attached hereto.

DATED: _____.

PURE REAL ESTATE GORUP, LLC

By: Jim Gallegos
Jim Gallegos, Principal Partner

STATE OF TX
COUNTY OF Travis

This instrument was acknowledged before me on January 27, 2015, by Jim Gallegos as Principal Partner.

W Wilson
NOTARY PUBLIC

Whitney Leigh Wilson
Notary Public
STATE OF TEXAS
My Comm. Exp. May 1, 2018

EXHIBIT I
TO
DISPOSITION AND DEVELOPMENT AGREEMENT

IRREVOCABLE ESCROW INSTRUCTIONS

_____, 2015

Nevada Title Company
3993 Howard Hughes Parkway, Suite 120
Las Vegas, Nevada 89169

Re: Escrow 14-11-0594-KR

Dear Sir or Madam:

Pure Real Estate Group, LLC, a Texas limited liability company, (Developer"), one of the undersigned, has entered into that certain Disposition and Development Agreement with and Effective Date of February ____, 2015 ("Agreement"), with the City of Las Vegas, a municipal corporation of the State of Nevada ("City"), the other party to these instructions, providing for conveyance of a certain parcel of real property ("Site").

The Site is the subject of this escrow, these Irrevocable Escrow Instructions, and is described in the accompanying Quitclaim Deed ("Quitclaim Deed").

Section 12 of the Agreement provides that, at the time of conveyance of the Site, 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 13 of the Agreement with respect to either or both Pad 1 or Pad 2 of the Site 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) days 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 Site (or a portion thereof) to the City and is not intended to terminate a security interest in the Site 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

Attest: _____
LuAnn D. Holmes, MMC
Acting City Clerk

Approved as to form:

_____
Date

PURE REAL ESTATE GROUP, LLC

By: _____
Jim Gallegos, Principal Partner

_____, on behalf of Nevada Title Company hereby accepts and agrees to carry out these escrow instructions.

By:_____

Print Name: _____

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
ADMINISTRATIVE:

Discussion for possible action regarding a request for the City Council to review the City Clerk's Certificate of Insufficiency of the petition submitted by the Parks Protective Committee

Fiscal Impact

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

PURPOSE/BACKGROUND:
On January 7, 2015, an Affidavit of Petitioners' Committee for the purpose of Initiative was filed with the City Clerk's office. On January 22, 2015, an Initiative Petition was submitted by Bob Beers, representing the Petitioners' Committee. The Clark County Election Department conducted a random sampling of 500 signatures from the petition resulting in a validity rate that failed to meet the requirement necessary for the petition to be deemed sufficient. On January 30, 2015, the City Clerk mailed the Certificate of Insufficiency to the Committee. Per NRS 295.210(3), the committee has 2 days from receipt of that letter to request a review by Council. That request was received by the Office of the City Clerk on Tuesday, February 3, 2015.

RECOMMENDATION:
The City Council review and approve or disapprove the Certificate with direction to staff, if any.

BACKUP DOCUMENTATION:
1. Result Letter from Clark County Election Department Registrar of Voters, Joseph Gloria
2. Certificate of Insufficiency
3. Request for Council Review Letter by the Parks Protective Committee

County of Clark **State of Nevada**

Certificate of Results of Signature Examination

PARKS PROTECTION COMMITTEE INITIATIVE

(Petition Name)

I, Joseph P. Gloria, the duly appointed, qualified and acting County Clerk/Registrar of Voters of the County of Clark, State of Nevada, do hereby certify that the above entitled petition was submitted to my office on January 26, 2015; that the petition consists of 1202 documents; that each document contains signatures purporting to be the signatures of registered voters within the County of Clark and City of Las Vegas; I conducted or caused to be conducted an examination of the signatures affixed, and determined what number of those signatures were valid signatures of registered voters in the County of Clark, City of Las Vegas by examining the registration records on file in my office; and from that examination I have determined the following results:

1.	Total Number of Signatures Submitted:	9,811
2.	Total Number of Signatures Examined:	500
3.	Number of signatures for which incomplete mail-in voter registration application is being processed:	0
4.	Number of Signatures Found Not to be Registered Voters:	68
5.	Number of Signatures Found to be Duplicates:	0
6.	Number of Signatures Not Signed in Ink:	0
7.	Number of Illegible Signatures or Unable to Confirm Registered:	0
8.	Number of Other Invalid Signatures:	77
9.	Total from Lines 3,4, 5, 6, 7 and 8:	**145**
10.	Number of valid requests for removal of signature:	0
11.	Total Number of Valid Signatures from Examination:	355
12.	Percentage of Valid Signatures: *(Valid signatures ÷ signatures examined = % of valid signatures)*	71%
13.	Total number of valid Signatures: *(% of valid signatures x total number of signatures submitted)*	6966

Joseph P. Gloria
Clerk / Registrar of Voters

1/30/15
Date

EL510
NRS 293.1277; 293.1278, 293.1279 & NAC 293.1823
Revised: November 2014

PETITION STATISTICS REPORT
PARKS PROTECTION COMMITTEE INITIATIVE

Total Lines Submitted	9,993	on	1,204	Total Pages
Invalid Line Count	0	on	0	Invalid Page
Unused Line Count	0			
Lines Available for Checking	9,811	on	1,204	Valid Pages

Signers to Check	500	Lines in Random Sample
Signers Checked	500	100 % of Signers to Check
Signers Left to Check	0	0 % of Signers to Check

	Valid Signers Required:	**8,258**
NR	Not Registered	58
NR	Voter Cancelled	8
NR	Voter Status is Void	2
DI	District Invalid	67
SR	Signature Rejected	8
NOT	Notary Missing	1
NMF	No Notary Stamp	1
	Invalid Signers	145
	Valid Signers	355
	Signers Withdrawn	0
	Total Valid Signers	**355** 71 % of Signers Checked
	Signatures Over/Under	**-7,903**

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

CERTIFICATE OF RESULTS OF INITIATIVE PETITION

January 30, 2015

Petitioner's Committee:
Lois Tarkanian, 2905 Justice Ln., Las Vegas, Nevada 89107
Stavros Anthony, 9104 Terrace Ridge Ct., Las Vegas, Nevada 89129
Robert Beers, 9482 Grenville Ave., Las Vegas, Nevada 89134
Suzette LaGrange-Miranda, 6899 April Wind, Las Vegas, Nevada 89131
Lisa Mayo, 8108 Pebbleshire Ave., Las Vegas, Nevada 89117

I, LuAnn D. Holmes, the duly sworn Acting City Clerk of the City of Las Vegas, Nevada do hereby certify that the intent to file an initiative petition to propose a City Charter Amendment was submitted to the Office of the City Clerk on January 7, 2015.

On January 23, 2015, the petition was filed with my office by the Petition Committee's representative and, per the Clark County registrar of Voters, contained 9,811 signatures of which 6,966 were determined valid.

The following will attest to the examination of sufficiency.

INITIATIVE PETITION

I HEREBY CERTIFY to the following:

- Petition consisted of 1202 documents with a total of 9,811 signatures.
- An examination was performed in accordance with NRS 295.210 which requires that 5% or a minimum of 500 signatures be verified.
- A random sampling of 500 signatures was verified.
- Of the 500 signatures, 145 were not valid and 355 were valid, representing a 71% validity factor.
- Applying the 71% validity factor to the 9,811 total number of signatures being considered, results in 6,966 valid signatures, which does not meet the minimum requirement of 8,258.

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6511
TTY 7-1-1
www.lasvegasnevada.gov

/city of las vegas

THEREFORE, I, LUANN D. HOLMES, ACTING CITY CLERK OF THE CITY OF LAS VEGAS DO HEREBY DECLARE THAT THE INITIATIVE PETITION DOES NOT FULFILL THE REQUIREMENTS OF NRS 295.210 AND I HEREBY CERTIFY THE PETITION AS INSUFFICIENT.

According to NRS 295.210(2) and (3):

2. If a petition is certified sufficient, or if a petition is certified insufficient and the petitioners' committee does not elect to request council review under subsection 3 within the time required, the city clerk must promptly present the city clerk's certificate to the council and the certificate is a final determination as to the sufficiency of the petition.

3. If a petition has been certified insufficient, the committee may, within 2 days after receiving the copy of the certificate, file a request that it be reviewed by the council. The council shall review the certificate at its next meeting following the filing of the request and approve or disapprove it, and the council's determination is a final determination as to the sufficiency of the petition.

An item regarding the Certificate of Results will be placed on the agenda for the regularly scheduled City Council meeting of February 18, 2015.

I have hereunto set my hand and affixed my official seal on January 30, 2015.

LuAnn D. Holmes

LuAnn D. Holmes, MMC
Las Vegas City Clerk-Acting

1/30/2015

Date:

February 3, 2015

RECEIVED
CITY CLERK

2015 FEB -3 P 12:32

LuAnn D. Holmes, MMC
Acting City Clerk
City of Las Vegas
495 S. Main St.
Las Vegas, NV 89101

Dear Ms. Holmes:

NRS 295.210 (3) says:

> If a petition has been certified insufficient, the committee may, within 2 days after receiving the copy of the certificate, file a request that it be reviewed by the council. The council shall review the certificate at its next meeting following the filing of the request and approve or disapprove it, and the council's determination is a final determination as to the sufficiency of the petition.

Pursuant to this law, the Parks Protection Committee requests that the City Council review the certificate at its next meeting and approve or disapprove it.

Sincerely,

Bob Beers, CPA
Parks Protection Committee
Board member

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
ADMINISTRATIVE:

Discussion for possible action regarding the Master Development Agreement regarding the Las Vegas MLS Stadium Project between the City of Las Vegas and Las Vegas Sports & Entertainment Associates, LLC, for defining rights to develop parcels for a proposed stadium in Symphony Park located North of Bonneville Avenue, East of Grand Central Parkway, South of Ogden Avenue underpass and West of the Union Pacific Railroad - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On December 17, 2014, the Las Vegas City Council approved the Second Amendment to Addendum to Exclusive Negotiation Agreement and Predevelopment Schedule, which contained therein a Term Sheet with specific business terms for the Stadium. This Master Development Agreement ("MDA") defines in greater detail responsibilities of each party regarding securing a Major League Soccer ("MLS") Soccer Franchise, development activities, funding responsibilities, and a schedule for the responsibilities of each party to be fulfilled. The City of Las Vegas is not obligated to provide any funding for the stadium project unless Las Vegas Sports & Entertainment Associates, LLC secures a MLS soccer franchise.

RECOMMENDATION:
Approval. If approved, direct staff to negotiate and prepare the Project Documents (as defined in the MDA) and any related documents thereto.

BACKUP DOCUMENTATION
1. Master Development Agreement
2. Disclosure of Principals

MASTER DEVELOPMENT AGREEMENT

REGARDING THE

LAS VEGAS MLS STADIUM DEVELOPMENT PROJECT

Between

THE CITY OF LAS VEGAS

And

LAS VEGAS SPORTS & ENTERTAINMENT ASSOCIATES, LLC

Dated as of February 18, 2015

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MASTER DEVELOPMENT AGREEMENT REGARDING

STADIUM DEVELOPMENT PROJECT

THIS MASTER DEVELOPMENT AGREEMENT REGARDING STADIUM DEVELOPMENT PROJECT (this "Agreement") is entered into as of February 18, 2015 (the "Execution Date"), by and between the CITY OF LAS VEGAS, NEVADA, a duly incorporated city of the State of Nevada (the "City"), and LAS VEGAS SPORTS & ENTERTAINMENT ASSOCIATES, LLC, a Nevada Limited Liability Company (the "Company"). The City and the Company are sometimes collectively referred to herein as the "Parties" and individually as "Party".

W I T N E S S E T H:

WHEREAS, the Company, as the potential owner of a professional soccer team that will be located in Las Vegas (the "Team") and that is a member team of Major League Soccer ("MLS"), desires to play its regularly scheduled home soccer games in a new stadium (the "Stadium") to be located and constructed within the City on approximately thirteen acres (13) of land located in Symphony Park, preliminarily identified on Exhibit C hereto (the "Land"); and

WHEREAS, the Company intends that the Stadium will be constructed as a facility on a par with other comparably-sized, outdoor MLS stadium projects recently constructed or remodeled in North America, and, although designed and constructed primarily for use as the home field of the Team, the Stadium will be designed to accommodate approximately 19,000 to 24,000 persons and will be capable of accommodating temporary reconfiguration for other types of sports and entertainment events as determined by the Company; and

WHEREAS, the Parties acknowledge that the Land is currently owned by City Parkway V, Inc., a Nevada nonprofit corporation ("CPV"), which is affiliated and controlled by the City, and that CPV will convey good and marketable title to the Land to the City and the additional development parcels at such time as necessary for the City to perform its obligations under the Project Documents; and

WHEREAS, subject to the performance by the City of its undertakings described herein, the Company has agreed to execute a Non-Relocation Agreement to designate the Stadium as the home field of the Team, with a good faith commitment to commence play no later than the 2018 MLS Season, and to play all of its regularly scheduled home games in the Stadium thereafter through the end of the regular season ending thirty (30) years later; and

WHEREAS, subject to the terms of this Agreement, the City commits to providing certain tracts of land for the Stadium Project, will cause to be performed environmental remediation, construct public infrastructure for the Stadium Project and a parking garage for use by the Stadium Project and others in Symphony Park, and provide other good and valuable consideration for this Agreement, and in return, subject to the terms of this Agreement, the

Company will seek to acquire an MLS Franchise to play its games in Las Vegas, and if so acquired, to design, construct and operate the Stadium, cause the Team to comply with the terms of the Non-Relocation Agreement, provide Community Use Events in the Stadium, contribute to youth soccer programs, endeavor to commence the construction of (and/or cause one or more other entities to endeavor to commence construction of) $250,000,000 of new development after Substantial Completion of the Stadium, and provide other good and valuable consideration for this Agreement, and the Parties agree that the consideration supporting this Agreement is satisfactory and completely sufficient; and

WHEREAS, if MLS has not awarded an MLS Franchise to the Company on or before September 30, 2015, then either Party shall have the right to terminate this Agreement in accordance with the provisions of this Agreement; and

WHEREAS, in the event that such Project Documents have not been agreed to and entered into by the City and the Company on or before December 31, 2015, or the MLS and the Company have not entered into definitive agreements memorializing such award and terms ("MLS Franchise Agreement") on or before December 31, 2015, then either Party shall have the right at any time after December 31, 2015, but prior to the occurrence of the above, to terminate this Agreement, in which event, neither Party shall have any further liability to the other on account thereof; and

WHEREAS, in addition to this Agreement, the Parties intend for the Project Documents to include, a Ground Lease, a Parking License Agreement, a Non-Relocation Agreement, a Future Development Parcels Parking License Agreement, a Future Development Parcels Master Development Agreement, Company Completion Guaranty, a Community Use Events Agreement, an Owner Participation Agreement for tax increment financing, and such other agreements as the Parties may mutually agree to; and

WHEREAS, the Company currently estimates that the "Stadium Project Budget", will be approximately $200 million, subject to subsequent adjustments based on the infrastructure and preparation costs and the completion of final design and architectural plans and final construction costs for the Stadium Project; and

WHEREAS, the Company shall be responsible for all the Projects Costs which exceed the Stadium Project Budget and is entitled to all cost savings associated with the Stadium Project; and

WHEREAS, the share of the costs of the Stadium Project to be provided by the Company shall be obtained and provided by the Company from any sources determined by the Company, including but not limited to the private funds and sources described herein; and

WHEREAS, the Company will be solely responsible for securing a commitment for a MLS Franchise and the City's contributions to the Stadium Project are contingent upon the Company securing an MLS Franchise, which will be owned by the Company; and

WHEREAS, it is the intention of the City to contribute to the Stadium Project funding

as set forth in this Agreement, and the City will be responsible for: (i) contributing funds for public infrastructure associated with the development of the Stadium and environmental remediation necessary for the Stadium Project, including providing the Company with a construction ready building pad in a condition suitable for development, construction, and use of the Stadium on-site infrastructure, certain off-site infrastructure and utility connections which in aggregate will not exceed Thirty One Million Five Hundred Thousand ($31,500,000) (the "City Infrastructure Contribution"); (ii) contributing net proceeds of Twenty Five Million Dollars ($25,000,000) to the Stadium Project from City Revenue Bonds that will fund new park development and recreational facilities in the City; (iii) use good faith efforts to provide Ten Million Dollars ($10,000,000) of federal New Markets Tax Credit (NMTC) net proceeds for the development of the Stadium Project; and (iv) entering into an Owner Participation Agreement with the Company whereby the Company will receive a portion of the tax increment generated by the Stadium and with the other new development to be constructed by the Company on property next to the Stadium; and

WHEREAS, the Company, subject to the terms of this Agreement, will design and construct the Stadium Project at total project cost, exclusive of land, of approximately $200,000,000 and will be directly responsible for all costs and for funding the acquisition of the Team, and the Las Vegas Redevelopment Agency ("RDA") will issue to the Company, taxable, tax increment subordinate lien notes in an amount equal to the Stadium's portion of future real property taxes payable to the RDA; and

WHEREAS, this Agreement sets forth the preliminary plan of the City and the Company regarding the financing and development of the Stadium Project; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed by each of the Parties hereto, the City and the Company have agreed and do hereby agree as follows:

ARTICLE I

GENERAL TERMS

Section 1.1. Definitions

(a) Unless the context shall otherwise require, capitalized terms used in this Agreement shall have the meanings assigned to them in the Glossary of Defined Terms attached hereto as Exhibit A.

Section 1.2. Governing Provisions

(a) The governing provisions set forth in Exhibit B attached hereto shall apply to and govern this Agreement for all purposes.

ARTICLE II

THE STADIUM DEVELOPMENT PROJECT

Section 2.1. Development of the Stadium.

Subject to the terms and conditions set forth in this Agreement, (a) the Company (or its designee) shall plan, design, develop, construct, complete and make operational the Stadium substantially in accordance with the Stadium Program Requirements, which are preliminarily described in Exhibit E ("Stadium Program Requirements"); and (b) the respective funding commitments shall be funded from the sources and used in the manner provided in Article III hereof.

Section 2.2. Ownership and Operation of the Stadium.

The Company shall own the Stadium and all the Stadium architectural drawings, renderings, designs, plans and specifications (the "Stadium Plans"). The Company shall have exclusive rights and benefits to licensing and granting rights in the Stadium Plans and in the Project Documents. The Company shall have full and exclusive control of the management and operation of the Stadium and Land. The Company shall own all revenues of any source generated by or from the Stadium and Land or the operation or management thereof, including all sublease and other rental or license fees, admission ticket revenue, all parking fees, all revenues derived from the sale of programs, novelties and concessions, all sponsorship revenues and facility naming revenues, all radio, television, cablecast, pay television and any other broadcasting revenues of any type whatsoever, irrespective of method of transmission or whether derived from the sale of broadcasting rights, broadcast advertising or other sources of revenue relating to broadcasting, and all advertising and signage revenues of any type whatsoever, including all revenues from the sale of advertising and signage on scoreboard and in all other places on or about the Stadium, except net admission ticket revenue collected at or for Community Use Events. Subject to the Community Use Events Agreement, the Company shall be responsible for all costs and expenses of the ownership and operation of the Stadium, including, without limitation, all taxes and assessments assessed against the Stadium and the Land. Any ground lease of the Land shall be on an absolute triple net basis. Subject to the Community Use Events Agreement, the City shall have no obligation in connection with (i) costs and expenses of ownership and operation of the Stadium and the Land, including, without limitation, all taxes and assessments assessed against the Stadium and the Land and (ii) any obligations of the Company in connection with its obligations under its financing for the Stadium and/or any agreements with MLS or any other agreements with of the Company related to the Stadium or the Team. Subject to the Community Use Events Agreement, the Company shall indemnify the City for any and all costs, expenses, claims, damages resulting from the ownership and operation of the Stadium. Notwithstanding the above, the Company and City shall execute a Community Use Events Agreement which shall describe the City's responsibilities and rights to use the Stadium for Community Use Events.

Section 2.3. Design and Construction of the Stadium Project.

The Company shall have exclusive control over the planning, design, engineering and construction of the Stadium Project. The Company shall be responsible for meeting or requiring through its contracts with its design professionals and contractors for meeting those requirements of law applicable to the construction of improvements on privately owned real property in the State of Nevada, including without limitation, if applicable, (i) United States Occupational Safety and Health Administration requirements, (ii) Americans with Disabilities Act requirements, (iii) requirements under Title VII of the Civil Rights Act of 1964, as amended, (iv) Age Discrimination in Employment Act requirements, and (v) building codes and zoning requirements. The City shall have the right to approve the planning, design, engineering and construction of storm water, street, utility and related requirements of the Stadium Project, ("Stadium Project Infrastructure Elements"), which approval shall not be unreasonably withheld or delayed. The planning, design, and construction of the Stadium Project Infrastructure Elements shall be coordinated with planning, design, and construction of Stadium Program Requirements.

Section 2.4. Architect and Engineers.

(a) Subject to Nevada law regarding the licensing of architects, engineers, and contractors, the Company shall have all authority, control and rights in selecting (including the procedures or methods of procurement and selection), terminating and replacing such design professionals as required for the design of the Stadium Project, including an Architect who shall have the primary responsibility for the architectural design of the Stadium Project and who shall meet the qualifications criteria stated in this Section.

(b) The Architect shall be an architectural firm experienced in the design of sports and entertainment facilities of the nature contemplated herein. The Company shall use reasonable efforts to cause the Architect to agree in its architectural service contract with the Company to indemnify the Company and the City as joint indemnitees, and to maintain insurance (including errors and omissions coverage) for the benefit of the Company and the City as additional insureds to the extent that such additional insured status is commercially available without additional premium cost, in each case in form and substance not less than is customary for a design project with a scope similar to that of the Stadium Project. The form of such joint indemnitees and insurance shall be determined solely by the Company.

(c) The Company shall require in its contracts with the Architect or structural engineer (if the Company contracts directly with such structural engineer) that the structural elements of the Stadium Project be engineered in accordance with generally accepted engineering practices and engineered at a standard for an estimated useful life of the structural elements of not less than 40 years. In addition, the Company shall require that, at a minimum, the Stadium Project be designed to comply, in all material respects, with the current requirements of the MLS when such design is made.

Section 2.5. Construction Manager At Risk.

Subject to Nevada law regarding the licensing of architects, engineers, and contractors, the Company shall have exclusive authority, control and rights in selecting (including the procedures or methods of procurement and selection), terminating and replacing the Construction Manager At Risk (CMAR) for the Stadium Project. Unless the Parties agree otherwise, the Parties shall use a CMAR pursuant to NRS 338.1685 to NRS 338.16995, inclusive for constructing the Stadium Project ("State CMAR Law").

Section 2.6. City Participation in Designing the Stadium Project.

(a) The Company shall reasonably consult or contractually obligate its Architect, engineers with whom the Company has contracted directly, and the CMAR to consult with the City Manager or the designee of the City Manager (the "City Representative") with respect to the design and construction of the Stadium Project.

(b) The City Representative's participation in the design and construction of the Stadium Project shall be limited to:

(i) assisting the Company with coordinating the submittal of the design of the Stadium Project to the appropriate City department;

(ii) verifying that the Stadium is constructed substantially in accordance with the Stadium Program Requirements as adjusted pursuant to this Section;

(iii) reviewing and approving of the Stadium Project Infrastructure Elements including design, approval, requisition, and payment for such Stadium Project Infrastructure Elements; and

(iv) receiving weekly construction progress reports and the authority to attend and participate in all formal construction progress meetings regarding the Stadium Project.

(c) The Company may at any time or from time to time change any element of the Stadium Project Program Requirements. The Company shall provide the City Representative with notice of any Material Change to the Stadium Project Program Requirements and the City Representative shall have the right to approve such change, which approval shall not be unreasonably withheld or delayed.

(d) To ensure that neither the design nor the construction of the Stadium Project is delayed due to delays in the delivery of City responses or delays in other required City actions, the City shall cause the City Representative and other City personnel to respond in an expeditious manner to all submissions and requests by the Company, the Architect, the engineers or the CMAR. By performing the functions described in this Section, the City Representative shall not, and shall not be deemed to, assume the obligations or responsibilities of the Architect, or the CMAR, whose respective obligations pursuant to their respective agreements with the

Company shall not be affected by the City Representative's exercise of the functions described in this Section.

Section 2.7. City Permits and Inspectors.

(a) The Company shall obtain, or cause to be obtained through contracts with the Architect or CMAR, with the assistance and cooperation of the City, all City permits, licenses and approvals required pursuant to the agreement between the Company and the City regarding reasonable permitting requirements and procedures in connection with the construction of the Stadium Project and all other permits or approvals (if any) issued by other governmental agencies, to the extent required by law. Fees imposed by the City relating to the permit process shall not exceed the rates and amounts that are uniformly applied throughout the City for similar construction activities, and the amount of the fees shall be a Project Cost.

(b) To facilitate (i) scheduling and conducting necessary inspections, (ii) granting necessary permits, and (iii) the completion of other required compliance with City ordinances, rules or regulations with respect to the design and construction of the Stadium Project, the City shall assign at all times a sufficient number of City personnel, or third-party subcontractors designated by the City, to the Stadium Project who shall, as necessary, be available at the construction site during the construction of the Stadium Project and who shall have such authority necessary to provide all such approvals and issue such permits as required from the City with regard to the construction of the Stadium Project.

Section 2.8. Contractor Assurances.

The Company shall contractually obligate the CMAR to provide the following assurances to protect the City and the Company during and after construction: (i) posting of performance and payment security by the CMAR to assure payment to its subcontractors pursuant to State CMAR Law (ii) indemnification (which shall include commitments to defend and hold harmless) consistent with indemnification provisions customarily provided by prime contractors for City-operated construction projects with a scope similar to that of the Stadium Project, and (iii) insurance, including commercial liability, all-risks builders risks, workers compensation, auto liability and excess umbrella coverage. Each such indemnity and insurance policy shall name both the City and the Company, and the Company's affiliates, as joint indemnitees and as additional insureds, as the case may be. The form of such joint indemnitees and insurance shall be determined solely by the Company. The City may from time to time reasonably request in writing that the Company furnish to the City evidence of the insurance provided by the CMAR.

Section 2.9. Construction Contracts and Insurance.

The Company shall have the sole right and responsibility to negotiate and enter into all contracts necessary for the design, engineering, construction and completion of the Stadium Project containing such terms and provisions as agreed by the Company, subject to State CMAR Law and the requirements contained within Section 2.10 and Section 2.11 below. The Company shall allow the City to inspect a copy of each construction contract to which the Company is a

Party. The City acknowledges that each such construction contract is a confidential document containing confidential information of the Company.

Section 2.10. Prevailing Wage Requirements and Employment Plan Policy

(a) Because of the grant to the Company by the RDA of tax increment financing, the Company is obligated pursuant to NRS 279.500 to construct the Stadium Project in compliance with the provisions of NRS 338.010 through and including NRS 338.090. The Company agrees to comply with the provisions of NRS 338.010 through and including NRS 338.090 in connection with the construction of the Stadium Project.

(b) The Company shall comply with the Owner Participation Agreement which shall address the RDA's Employment Plan Policy adopted on April 6, 2011, and amended on June 18, 2014, in accordance with Nevada Revised Statutes Chapter 279, specifically but not limited to NRS 279.482 (2) and NRS 279.6092 to 279.6099, inclusive.

Section 2.11. Additional Requirements.

(a) In connection with the design and initial construction of the Stadium Project:

(i) The Company shall direct the Architect to provide to the City Representative copies of schematic design, design development and construction plans and specifications for the Stadium Project (including revisions) as such plans and specifications are completed and approved or accepted by the Company and shall be reasonably available, from time to time, to discuss with the City Representative, in the presence of a representative of the Company, comments the City Representative may have concerning such plans and specifications (provided that the Company shall have sole discretion and full right and authority to make decisions regarding such comments);

(ii) The Company shall direct the Architect to provide any and all construction plans and specification documents required to be provided under the City's permitting process and the City may request additional copies of such construction plans and specification documents be provided at the City's expense;

(iii) The Company shall provide the City Representative with a copy of the detailed construction schedule outlining the major items of work of each major construction contractor, and any material revisions to such schedule;

(iv) The Company shall keep the City Representative reasonably advised and informed regarding the material events concerning the design and construction of the Stadium Project in accordance with the requirements between the Company and the City with regard to the development and construction of the Stadium Project;

(v) The Company shall provide the City Representative with reasonable advance notice of regularly-scheduled construction meetings and shall permit the City Representative to observe such meetings, provided that the City Representative shall comply with all Company non-disclosure policies as allowed under state and local law;

(vi) The Company shall obligate the CMAR to be responsible for maintaining reasonable vehicular and pedestrian access to property and buildings on the Land that abut City right-of-way, including the provision of temporary facilities, including pavements and utilities, until permanent facilities are in place or existing facilities are restored;

(vii) The Company shall obligate the CMAR to comply with, and shall require that its agents and contractors comply with, all applicable laws regarding the use, removal, storage, transportation, disposal and remediation of hazardous materials;

(viii) The Company shall obligate the CMAR to promptly repair, restore or correct, on a commercially reasonable basis, all damage caused by the CMAR or its subcontractors to property or facilities of the City, and shall reimburse the City for out-of-pocket costs actually incurred by the City that are directly related to the City's necessary emergency repairs of such damage;

(ix) The Company shall allow the City Representative to be present during the scheduled pre-final (if any) and final inspection of the Stadium Project following Substantial Completion of construction; and

(x) The Company, at the expense of the City, shall provide one set of complete as-built drawings of the Stadium Project to the City Representative.

(b) If any of the entities or persons in this Section shall fail in a material respect to perform any of its contractual obligations described in this Section, the Company shall use good faith efforts to enforce, to the extent practicable, such contractual obligations against such entities or persons, but shall not be required to terminate any contract, file suit, or initiate arbitration.

Section 2.12. Completion and Company Guaranty

The Company shall have executed an enforceable construction completion guarantee, substantially in the form attached hereto as Exhibit G, in favor of the City in an amount approximating the Company's estimated Company Contribution for the Stadium Project ("Company Completion Guaranty").

Section 2.13. Naming Rights, Sponsors and Signage.

(a) The Company shall have all authority, control and rights in selecting the name or names of the Stadium Project, as well as the sponsor or sponsors for which the various portions of the Stadium Project will be named from time to time, and all signage, branding, service, concession or other rights, including without limitation, the right to retain all proceeds therefrom. The Company shall not include any reference to any proper geographic name in the name of the Stadium unless such reference is to "Las Vegas", "Vegas", or to the "City of Las Vegas." Provided further that the Company agrees that it shall not permit any name to be given to the Stadium Project that contains slang, profanity, or references to ethnic or racial origins, or is

related to any business or enterprise which might reasonably be deemed to be immoral, or contain any overt political reference, or relate or refer to any sexually oriented subject matter, business, or enterprise.

(b) The City shall support Company requests to local or state transportation agencies for Wayfinding Signage in and around the City of Las Vegas.

Section 2.14. Marketing.

Advertising placed within the boundaries of the Stadium Project, including any marquee, pylon, monument or directional signs, will not be restricted, except by safety, environmental, zoning and other like regulations.

Section 2.15. Intellectual Property Rights.

The Company shall own all intellectual property rights in, to and relating to the Stadium Project, whether now in existence or created in the future, including without limitation all copyrights, trademarks, trade dress and merchandising rights in the Stadium Project, all names, logos and likenesses, as well as all rights to protect, enforce and license any or all of the foregoing. The City hereby grants the Company the non-exclusive right to utilize any trademarked names held by the City, including "City of Las Vegas", "Vegas", and "Las Vegas" in connection with the operation of the Stadium Project and the Team, including the right to sell or license others to sell, merchandise, such as Team jerseys and scarves.

Section 2.16. Current Ownership of Land.

The Parties acknowledge that the Land is currently owned by CPV, which is affiliated and controlled by the City. CPV shall convey to the City the Land and the additional development parcels at such time as necessary for the City to perform its obligations under the Project Documents.

ARTICLE III

COSTS AND FINANCING OF THE STADIUM PROJECT

Section 3.1. The Stadium Project Costs.

(a) The Project Costs shall be the costs for which funds from the Stadium Project Construction Fund required by this Agreement may be used, including without limitation the following:

(i) preparation costs of the Land, including the cost of physical improvements and landscaping (but excluding all environmental remediation necessary with respect to the Land and acquisition costs associated with the Land) and any other infrastructure;

(ii) land planning, design, architectural and engineering costs incurred by the Company for preparation of plans, specifications and designs for the Stadium Project and for appropriate construction oversight and assessments by the Architect and engineers; costs incurred by the Company to construct, equip and furnish the Stadium Project;

(iii) environmental assessments covering the Stadium Project;

(iv) soil conditions reports and evaluation of soil removal, reclamation, fill and improvements requirements, which shall not exceed the City Infrastructure Contribution;

(v) all on-site and off-site work to cause utilities to be available at the Stadium Project, utility relocation and street abandonment, which shall not exceed the City Infrastructure Contribution;

(vi) zoning and land use issues and confirmation that all zoning and land use ordinances, codes and laws allow the development and construction of the Stadium Project as contemplated by this Agreement, and/or the availability of variances and special use permits for any non-compliance);

(vii) determination of any special development restrictions (such as, by means of example only, Federal Aviation Agency approval, archeological and historical significance requirements/assessments, etc.);

(viii) all other due diligence performed or to be performed by the Parties pertaining to the Stadium Project (such as, by means of example only, but without limitation, impact statements and impact fee requirements, traffic studies and transportation requirements, all potential infrastructure, utility, parking, signage, and drainage needs and requirements);

(ix) costs incurred for any improvements that are not located on the Land, and including without limitation: (1) costs incurred by the Company for demolition, grading, paving, constructing, landscaping, installing lighting and striping the parking areas, and parking structures, if any, and (2) costs of practice facilities and other related improvements;

(x) permit, license and inspection fees incurred by the Company after the date of this Agreement;

(xi) fees and expenses of the CMAR, subcontractors, consultants and similar persons incurred after the date of this Agreement by the Company, directly or indirectly in connection with the planning, design, engineering, construction, equipping and furnishing of the Stadium Project;

(xii) costs incurred after the Execution Date by the Company in complying with the requirements of Section 2.11 hereof;

(xiii) costs incurred after the date of this Agreement by the Company in connection with removing, or providing security for, any material lien or encumbrance that arose in connection with the design, engineering, construction, equipping or furnishing of the Stadium Project;

(xiv) reasonable general and administrative expenses of the Company allocable to the administration or oversight of the activities contemplated in Section 2.11 hereof and incurred after the Execution Date by the Company, directly or indirectly, in connection with the planning, design, engineering, construction, equipping and furnishing of the Stadium Project;

(xv) all other out-of-pocket costs of the City or the Company paid out or incurred prior to or after the financing stage for the Stadium Project that were expended for and that are attributable to the construction of the Stadium Project;

(xvi) costs incurred in preparing the Stadium for its grand opening, including the costs associated with employee training; and

(xvii) such other costs and expenses as the Parties hereto shall mutually approve in writing.

Section 3.2. Stadium Project Budget and Master Plan.

As soon as practicable after the Announcement of the Award, but prior to the initial deposit of the Company Contribution as provided in Section 3.3(b), the Company shall deliver to the City (i) a set of the Architect's preliminary or conceptual plans for the Stadium Project that are in conformity with the Stadium Program Requirements and that reasonably identify the proposed locations of the parking tracts of the Stadium Project, the parking facilities, and the infrastructure on the Land (the "Master Plan"), and (ii) a written preliminary budget that is satisfactory to the Company in its sole discretion, that is based on the Master Plan setting forth the aggregate amount of the Project Costs and identifying in reasonable detail each material cost item. The Company shall deliver to the City any updates to the Master Plan, as well as the written preliminary budget that is based on the Master Plan. The City and the Company currently estimate that the Stadium Project Budget will be approximately $200 million (exclusive of the contribution of the Land from the City and CPV), subject to subsequent adjustments based on the preparation costs and the completion of final design and architectural plans. The Stadium Project Budget shall reflect the line items set forth on the attached Exhibit D and no Material Change shall be made by the Company in the Stadium Project Budget unless (i) such change is disclosed to the City, (ii) such change does not affect the suitability of the Stadium as a MLS venue, and (iii) to the extent such changes causes the Project Costs to exceed the Stadium Project Budget ("Cost Overruns"), the Company shall be responsible for any such Cost Overruns.

Section 3.3. Stadium Project Construction Fund.

(a) Prior to the initial deposit of funds provided for in this Section, the Parties shall establish separate accounts at a depositary institution(s) that has one or more branches located in

the City, or if required by an Institutional Lender of the Company with such Institutional Lender (the "Stadium Project Construction Fund"). The Stadium Project Construction Fund shall have subaccounts, including the Company Construction Subaccount and City Construction Subaccount, which such subaccounts may be further divided by the Parties.

(b) The Company shall deposit, as required by Section 3.6, the Company Contribution into the Company Construction Subaccount at a depositary institution that has one or more branches located in the City, or if required by an Institutional Lender of the Company with such Institutional Lender. The Company acknowledges that funds in the Company Construction Subaccount shall be dedicated solely to the payment of Stadium Program Requirements. The Company Construction Subaccount shall be administered and controlled (including signatory authority) by the Company and funds in such account shall be disbursed by the Company in the manner provided in this Section. The Company shall have the right to grant a security interest in the Company Construction Subaccount to one or more lenders of the Company and such lenders may also have signatory authority. Pending disbursement of funds in the Company Construction Subaccount, the Company may invest all or any portion of such funds in any investment authorized by applicable law. All income earned on such investment shall be deposited in and shall become part of the Company Construction Subaccount. If funds remain in the Company Construction Subaccount after the completion of the Stadium Project and the payment of all Stadium Program Requirements pursuant to the terms hereof, then such funds shall thereafter be the exclusive property of the Company and shall be available for use by the Company for any purposes as determined by the Company. Subject to Nevada law, the Company shall proceed with the financing, design, development, and construction of the Stadium Project as follows:

(i) The Company will design and construct the Stadium Project in accordance with the Stadium Project Budget;

(ii) The Company will be directly responsible for all costs, including Cost Overruns associated with the completion of the Stadium Project;

(iii) The Company will fund the acquisition and start-up costs of the MLS Franchise; and

(iv) Subject to the City funding the Total Public Contribution, and using good faith efforts to obtain a commitment for the issuance of NMTC for the development of the Stadium Project in an amount sufficient to generate $10,000,000 in net proceeds, the Company will contribute the unused balance of the Planning Fund, to cover soft costs for the Stadium Project after the execution of this Agreement and will be responsible for other pre-construction costs.

(c) The City shall deposit the City Infrastructure Contribution into the City Construction Subaccount in an amount not to exceed $31,500,000 to complete the Stadium Project Infrastructure Elements. The Company and City shall mutually agree to the Stadium Project Infrastructure Elements to be funded by the City Construction Subaccount. The City shall also deposit $25,000,000 of net proceeds from the City Revenue Bonds into the City

Construction Subaccount. The City shall maintain and manage the City Construction Subaccount for the purpose of constructing the Stadium Project Infrastructure Elements and depositing the remainder of the Total Public Contribution. .

Section 3.4. Total Public Contribution.

(a) The City Infrastructure Contribution, as provided above and defined in Exhibit A, shall be part of the Total Public Contribution. The City shall provide the Total Public Contribution pursuant to the terms of this Agreement.

(b) The City shall deposit $25,000,000 of net proceeds from the City Revenue Bonds into the City Construction Subaccount shall be part of the Total Public Contribution. The City shall provide the Total Public Contribution pursuant to the terms of this Agreement. The City acknowledges that the funds deposited shall be dedicated solely to the payment of the Project Costs (as reasonably determined by the City's bond counsel and approved by the Company). The deposit and expenditure of these funds will be made in such a way as to avoid income being imputed to the Company as a result of such deposit and expenditure.

Section 3.5. New Markets Tax Credits

The City will use good faith efforts to obtain a commitment for the issuance of New Markets Tax Credit for the development of the Stadium Project in an amount sufficient to generate $10,000,000 in net proceeds ("NMTC"). The Company's debt and equity contributions for the construction of the Stadium Project will be structured in such a way as to permit the securing of the NMTC and will be deposited into the City Construction Subaccount.

Section 3.6. Company Contribution.

The Company shall provide the equivalent of the Stadium Project Budget, less the Total Public Contribution and any qualified equity investments of NMTC for the development of the Stadium Project, which shall be deposited into the Company Construction Fund as and when needed to pay for the Project Costs (and shall not be provided in one lump sum).

Section 3.7. Execution of Project Documents.

The transactions contemplated in the Project Documents, as defined in Exhibit A, shall be executed no later than December 31, 2015. The City shall complete its financing and make the Total Public Contribution, and the Company shall complete its financing and begin making the Company Contribution (or deliver the assurances of the Company Contribution), by December 31, 2015. From and after the Announcement of Award, the City and the Company each shall use good faith efforts to keep the other Party advised regarding the status of such Party's financing efforts. The City and the Company shall coordinate their financing efforts to cause the transactions contemplated in this Section to occur on the earliest practicable date at a time and place to be agreed upon by the Company and the City after the Announcement of the Award and after the Project Documents have been finalized and are ready for execution.

Section 3.8. Right to Inspect.

At any time after December 31, 2015, and for a period that ends on the sixth anniversary of the Substantial Completion of the Stadium, the Company and the City shall each have the right to inspect, upon reasonable notice and, at its own expense, all expenditures and financial records related to the Stadium Project, including the records related to the Stadium Project Construction Fund and other Stadium Project funding accounts as may be deemed necessary. Upon written request by the Company, the City shall give the Company access to all records controlled by, or in the direct or indirect possession of the City (other than records subject to legitimate claims of attorney-client privilege) relating to the Stadium Project, and permit the Company to review such records in connection with conducting a reasonable inspection of such account. Upon written request by the City, the Company shall give the City access to all records controlled by, or in the direct or indirect possession of the Company (other than records subject to legitimate claims of attorney-client privilege) relating to the Stadium Project, and permit the City to review such records in connection with conducting a reasonable inspection of such accounts. The City, for itself and its agents, shall sign non-disclosure agreements protecting confidential information contained within such documents. The City and the Company shall retain and maintain all such records for at least 6 years from the date of completion of the Stadium Project.

ARTICLE IV

THE LAND

Section 4.1. The Stadium Project Site.

The City shall provide approximately thirteen (13) acres of land located in Symphony Park, as generally described in Exhibit C and shown as parcels D, E, and F ("the Stadium Project Site"), in a condition and in a manner suitable for development, construction, and use of the Stadium, provided it does not exceed the City Infrastructure Contribution. The City shall environmentally remediate the Stadium Project Site in a manner acceptable to the Company, which shall not exceed the City Infrastructure Contribution. The City shall provide the Company with evidence satisfactory to the Company that such remediation has been completed.

Section 4.2. City Infrastructure.

The Parties acknowledge that the Stadium Project Infrastructure Elements, including environmental remediation and other infrastructure improvements, as described in Exhibit F, will be required on the Project Site and adjacent to the site, including but not limited to: excavation; grading; compaction; new roads; striping; curb; gutter; sidewalks; storm drain; sewer; dry utilities; joint trench; landscaping; traffic signals; and, other site-related improvements. The City's obligations for such infrastructure and remediation will be limited to the City Infrastructure Contribution. The preliminary description of the Stadium Project Infrastructure Elements are described in Exhibit F.

Section 4.3. Parking Requirements.

The Company shall submit a plan for parking for the Stadium Project as part of its entitlement applications. The City and the Company shall enter into a Parking License Agreement and a Future Development Parcels Parking License Agreement which shall describe the Company's access to and use of the following referenced parking facilities:

(a) Subject to any third party approval required by Nevada law, the City shall create a Tourism Improvement District ("TID") under Nevada Law. Subject to the approval of an ordinance enacting the TID, the City shall issue Sales Tax Anticipated Revenue (STAR) Bonds in the net amount, after issuance costs, sufficient to fund the construction of a parking garage in Symphony Park containing 1,200 parking spaces or more ("Symphony Park Garage"). Subject to the receipt of STAR Bonds proceeds, and subject to the release of certain third party contractual rights in the intended site for the Symphony Park Garage, the City shall construct the Symphony Park Garage in Symphony Park. The City intends to build the Symphony Park Garage to support visitors patronizing future retail development at Symphony Park, retail destinations within Parkway Center (including the Las Vegas Premium Outlets), event parking for the Stadium, event parking for the Smith Center for the Performing Arts, and customer and visitor parking for the Cleveland Clinic Campus. For the Stadium and events held by the Company, the City shall make available, at no cost to the Company, the Symphony Park Garage for the exclusive use of Stadium patrons on specific dates each year, not to exceed 90 Stadium Events As permitted by applicable law, the Company shall have the right to establish a parking rate for Stadium Events and to retain all gross revenue generated during Stadium Events. The City shall retain ownership and management of such parking garage during the Stadium Events. The City shall make available the garage for the Stadium Events for the period described in the Parking License Agreement.

(b) The Company shall have similar rights, as outlined above, to use the existing 500 South Main Street Garage at no cost to the Company, subject to execution of the Parking License Agreement.

(c) The Company will have additional access to the above garages, outside the Stadium Events, provided the Company or its patrons pay a use fee equal to the garage operating costs associated with Stadium patron's use for a particular event and the Stadium patron's use does not conflict with other scheduled uses for the garages.

(d) The Company shall have the right to provide surface parking, at no cost to the Company, to its patrons on properties currently owned by CPV in Symphony Park ("Surface Parking Property"). The Company shall have the right to charge and generate parking revenues from its patrons' use on the Surface Parking Property until such property is developed and no longer available for Stadium parking.

Section 4.4. Future Development Parcels and Developer Requirements

(a) Parcels D, E, F, O-1, and O-2 as shown on Exhibit C, are required for the initial operations of the stadium. Except for O-1 and O-2, which are already paved, interim

improvements will be made on these parcels by the Company for uses associated with the Stadium Project. The interim improvements will be completed on or before the Stadium is open to the public and will complement the fan experience and benefit the surrounding community and development projects. The initial improvements will include landscaping, fountains, and a VIP parking area. The improvements will be maintained to standards set by MLS and the Company.

(b) After Substantial Completion of the Stadium, the Company shall endeavor to commence, or cause, at one time or in phases, $250,000,000 in new development on parcels O-1, O-2, and any portion of parcel E on which the Stadium does not lie ("Future Development Parcels") pursuant to the following timeframe, the later of: 1) 10 years from Substantial Completion of the Stadium; or, 2) five years from Substantial Completion of the Stadium and City's receipt of a waiver that would eliminate restrictive covenants, or expiration of such restrictive covenants. The City shall grant development rights to the Future Development Parcels through either a ground lease or fee simple transfer at no cost to the Company upon Substantial Completion of the Stadium. The Company shall not be permitted to build on Parcels D, E, F, O-1, and O-2 or any portion thereof a Live! TM Entertainment District. Specific restrictions on the Future Development Parcels shall include:

(i) The Future Development Parcels shall be developed for mixed-use only as that term is a defined land use term and land use category used in the City of Las Vegas Title 19, and

(ii) The Company shall not build any permanent or fixed structures on the Future Development Parcels until a development agreement is entered into between the Parties; provided however that the Company may construct or build temporary or removable structures to service Stadium Events, and

(iii) No outdoor live entertainment shall be permitted on the site except that temporary pre-game and post-game food and beverage sales and live entertainment shall be permitted for a period of time no greater than three (3) hours before and after Home Games, Community Use Events, and Company Events, and

(iv) All requirements of the Symphony Park Design Standards and Guidelines regarding permitted land uses shall be followed, and

(v) These restrictions and the provisions of this Section shall be incorporated into the Future Development Parcels Master Development Agreement, which shall require deed restrictions and shall run with the land.

(c) Following Substantial Completion of the Stadium, the RDA shall issue to the Team taxable, tax increment subordinate lien notes in an amount equal to the new development's portion of future real property taxes payable to and received by the RDA, less voter overrides and set-asides for low-income housing and education ("Full TIF Net Amount"), subject also to the following performance criteria: (1) 100% of the Full TIF Net Amount if the private development commences construction within 5 years after Substantial Completion of the

Stadium; (2) 90% of the Full TIF Net Amount if the private development commences construction within 6 years after Substantial Completion of the Stadium; (3) 80% of the Full TIF Net Amount if the private development commences construction within 7 years after Substantial Completion of the stadium; (4) 70% of the Full TIF Net Amount if the private development commences construction within 8 years after Substantial Completion of the Stadium; (5) 60% of the Full TIF Net Amount if the private development commences construction within 9 years after Substantial Completion of the Stadium; and (6) 50% of the Full TIF Net Amount if the private development commences construction within 10 years after Substantial Completion of the Stadium. If the private development does not commence construction within 10 years after Substantial Completion of the Stadium, then the obligation of the RDA under this section shall be null and void.

(d) Subject to existing third party development rights, should any right holders fail to fulfill their development obligations for Parcels C, G, or N and any other existing rights in connection with these parcels expire, the Company shall have a 6-month exclusive right to negotiate terms for the acquisition and development of these parcels. Any agreements relative to these parcels and their development will be at each Party's sole discretion and require approval by the City Council.

(e) The Parties acknowledge that there are certain existing contracts with third party developers for parcels in Symphony Park which grant such third party developers the contractual right to prohibit residential development on Parcels E, O-1 and O-2. The City agrees that in the event that (i) the closing of the conveyance of the parcels subject to such existing contracts do not close; and (ii) the City elects to extend such existing contracts, that the City will require as a condition to such extension that the third party developers waive and/or relinquish any rights such third party developers have to prohibit residential development on Parcels E, O-1 and O-2. The City agrees not to grant any other third parties the right to prohibit residential development on Parcels E, O-1 and O-2.

ARTICLE V

LEASE MATTERS

Section 5.1. Company Lease and Term.

(a) The Company shall have legal ownership of the Stadium Project. The real property on which the Stadium Project is located shall be transferred to the Company pursuant to a long-term Ground Lease. The City shall approve a Ground Lease with the Company in accordance with NRS 268.063. The Ground Lease entered into by the Company and the City shall contain the following general terms and such other terms and conditions as agreed to by the Parties:

(i) The Company shall be responsible for all costs of constructing and developing the Stadium Project, except for the express obligations of the City contained within this Agreement;

(ii) The term of the Ground Lease will be 99 years;

(iii) Title to the Land shall remain in the City;

(iv) Title to the Stadium and related improvements shall be in Company during the term of the Ground Lease;

(v) The annual rent for the Land will be One Dollar ($1.00);

(vi) The Ground Lease will be an absolute triple net lease to the City and, except as otherwise provided in the Community Use Event Agreement, the Company will be responsible for the payment of all costs of owning, operating and maintaining the Stadium and the Land, including, without limitation, the payment of all assessments and real estate taxes, charges and other impositions related to the Stadium and the Land;

(vii) The Company shall have customary rights to contest impositions;

(viii) The Company shall keep and maintain the Stadium in good condition and working repair, in accordance with MLS requirements at its cost and expense for as long as an MLS team is playing its home games at the Stadium;

(ix) Except as provided in the Community Use Event Agreement, the City shall have no obligation to repair and maintain any portion of the Stadium and related improvements;

(x) Subject to damage by casualty, the Ground Lease shall require that only the Stadium and related uses will be operated on the Land for a term of Thirty (30) years.

(xi) Subject to the obligations of the City contained in this Agreement, the Company shall accept the Land in 'as-is" condition and without any representation or warranty on the part of the City or CPV or any affiliate of either, and based solely on Company's own investigations and studies;

(xii) The Company shall have the unrestricted right to grant leasehold mortgages on the Stadium; provided, however, that in no event shall the Land be encumbered by the Company's leasehold mortgages and the City shall have no obligation to subordinate its interest in the Land to a leasehold mortgage;

(xiii) The Company shall have the right to sublet portions of the Stadium to users operating customary operations within the Stadium;

(xiv) The Company shall provide, at its cost and expense, commercial comprehensive liability, casualty insurance, workmen's compensation and other customary insurance in connection with the construction and operation of the Stadium Project;

(xv) The Ground Lease will contain customary default and remedy provisions similar to those found in similar stadium Ground Leases regarding privately financed stadiums. Such default and remedy provisions shall be in a form and substance that is acceptable to the Company; and

(xvi) The Company shall have the right, at any time after the thirtieth (30^{th}) year of the term of the Ground Lease, to purchase the City's interest in the Land and the Ground Lease for its then current fair market value.

(b) The Company shall have a lease, operating agreement, or other suitable commitment for the Team to play its home games in the Stadium for at least Thirty (30) years commencing with the first MLS season played by the Team subsequent to the issuance of a Certificate of Occupancy or a Temporary Certificate of Occupancy.

(c) The Company shall have the right to lease and license the use of the Stadium Project and related improvements for professional soccer and for any other lawful use. The Company shall use commercially reasonable efforts to maximize non-soccer event usage of the stadium that is profitable to the Company.

(d) The Company shall use the Stadium for all of its preseason (other than neutral site games, when the Team is designated as the "home team"), regular season and post-season and league championship home games (except in all cases, as required by the MLS to play certain games at neutral or other sites ("Home Games").

(e) The Company shall be responsible for customary provisions regarding Stadium repair, maintenance, property and insurance, indemnity towards the City, and maintenance of a capital reserves sufficient for future expenses which are in compliance with MLS standards and at a standard at or above MLS stadiums in North America.

Section 5.2. Non-Relocation Agreement.

(a) As additional consideration for the City's willingness to execute this Agreement with the Company and provide the Total Public Contribution, the Company, and more specifically the Team will specifically covenant and agree that from the Lease Commencement Date of the Team and continuing for a period of 30 years (the "Initial Lease Term"), the Team shall play its Home Games only at the Stadium and shall not play any of it Home Games, other than due to a MLS mandated change in Home Game location, at any other location. The Team shall also be deemed to violate this Section and the Non-Relocation Agreement if the Team shall execute a binding and enforceable contract to play its Home Games at another location prior to either expiration of the Non-Relocation Agreement, or the payment of any liquidated damages. Any action deemed to violate the Non-Relocation Agreement on behalf of the Team or the Company shall constitute a default under the Non-Relocation Agreement and will subject the Team or the Company to liquidated damages to be set forth in the Non-Relocation Agreement. The Parties will endeavor to finalize the form of the Non-Relocation Agreement not later than Ninety (90) days from the date of execution of this Agreement. The form of the Non-Relocation Agreement shall be acceptable to each party in its sole discretion.

Notwithstanding anything to the contrary contained in this Agreement, the Company shall not be in default of this Agreement in the event that MLS or the Team temporarily or permanently ceases operating.

(b) All obligations of the Team to play its Home Games at the Stadium pursuant to this Agreement and the Non-Relocation Agreement shall be suspended during any Force Majeure Event, the cause of which prevents the playing of Home Games the Stadium or prevents the attendance by the public at such Home Games.

Section 5.3. City Ownership Interests.

(a) In return for the Total Public Contribution, the City shall be named a Founding Sponsor of the Stadium and shall be granted all of the following for a period of thirty (30) years to be amended from time to time as mutually agreed to by the Parties:

(i) A prominent display of the words "Las Vegas" "Vegas" or "City of Las Vegas" on one or more of the following locations to be determined by the Company: (i) the exterior of the Stadium (including exterior walls and the shade feature); (ii) selected interior public spaces of the Stadium, and (iii) selected field locations of the Stadium, ;

(ii) Use of the words "City of Las Vegas", "Las Vegas", or "Vegas" in the Team name;

(iii) The exclusive use of one Stadium Suite at the Founding Sponsor level, with no more than one Stadium Suites for exclusive use by the City;

(iv) Display of the City of Las Vegas name or logo on digital signage, scoreboards, facia rings at least two times per Home Game and at least one time per other Stadium Events and for an unlimited number of times for Community Use Events as long as such digital signage, scoreboards, facia rings are in operation;

(v) To the extent agreed to by the parties in the Project Documents, Ownership of a part of the Stadium Seating Bowl, Concourse, Meeting Space, Conference Room Space, or Entry Way as needed to satisfy state law regarding the use of the City Revenue Bond proceeds to fund recreational facilities;

(vi) Subject to the execution of the Community Use Events Agreement, which shall be executed by the Parties not later than Ninety (90) days from the date of execution of this Agreement, the City shall have use of the Stadium for no more than 50 events each calendar year for the holding of various community and sporting or recreational events in the Stadium ("Community Use Events"), which would not be otherwise promoted or produced by the Company. Community Use Events shall be coordinated with the Company on terms and conditions to be agreed to by the Parties in the Community Use Events Agreement; and

(vii) Such other rights as agreed to by the Parties.

(b) In consideration of the Total Public Contribution, commencing with the first season that an MLS team is playing its Home Games in the Stadium, the Company shall provide, or cause others to provide, $500,000 annually in in-kind donations to support youth soccer in the City of Las Vegas.

Section 5.4. Priority of Events

(a) Subject to the other provisions of this Agreement, it is the intent of the Parties that the use of the Stadium be maximized. Subject to the next sentence, the City shall have the right to use the Stadium for Community Use Events whenever the Company is not utilizing the Stadium for MLS games or for other events. The City shall have the right to utilize the Stadium for Community Use Events a minimum of fifty (50) Community Use Event Days, of which up to twenty (20) Community Use Event Days, at the election of the City, shall be Priority Community Use Event Days.

(b) The term "Community Use Events" means non-commercial events, such as, but not limited to, high school graduation ceremonies, high school sports championships, family fun runs, parades, community meetings, community races and other community athletic events, and youth soccer tournaments, which are sponsored by the City or by a person or entity approved by the City.

(c) The term "Community Use Event Day" means a day selected by the City in accordance with the terms of the Community Use Agreement when a Community Use Event is to be held. A Community Use Event Day may be up to a day in length. Community Use Events may occur over one or more Community Use Event Days.

(d) The term "Priority Community Use Event Day" means a Community Use Event Day that is scheduled by the Parties in advance of the Community Use Event Day and is granted special rescheduling protection in the Community Use Events Agreement.

(e) The Parties shall enter into an agreement which shall address all issues concerning Community Use Events, including scheduling, scheduling priority, rescheduling terms, cost allocation and insurance (the "Community Use Events Agreement"). The form of the Community Use Events Agreement shall be acceptable to each party in its sole discretion. The Community Use Events Agreement is a Project Document. The Parties will endeavor to finalize the form of the Community Use Events Agreement not later than ninety (90) days from the date of execution of this Agreement.

ARTICLE VI

CONDITIONS

Section 6.1. Conditions to the City's Obligations.

(a) From and after the Execution Date, the Company shall be bound to the rights, duties and obligations set forth herein, and in the fully executed Project Documents, except as

provided in this Section and in Section 9.4. If the events listed in Section 6.1(d) do not occur, the City may seek termination under Article VII of this Agreement. Upon such termination, neither Party shall be liable to the other Party for any damages, costs, actions or remedies.

(b) Upon the occurrence of the last event listed in Section 6.1(d), the City shall be fully liable under all provisions of this Agreement and the fully executed Project Documents.

(c) The City shall have the right to waive any of the conditions contained within Section 6.1(d).

(d) The City shall have no obligation to fund the Total Public Contribution, solicit commitments for NMTC for the development of the Stadium Project in an amount sufficient to generate $10,000,000 in net proceeds, or to consummate any other transaction described herein, unless and until the following conditions have been satisfied:

(i) The Announcement of Award of the MLS Franchise to the Company for an MLS Team in Las Vegas has been made on or before September 30, 2015;

(ii) The Company shall have executed definitive agreements with MLS memorializing the award and terms of the MLS Franchise to the Company ("MLS Franchise Agreement") on or before December 31, 2015, with a good faith commitment to commence play no later than the 2018 MLS Season;

(iii) The Company shall have executed and delivered the Project Documents by December 31, 2015, provided that the Project Documents are in a form and substance acceptable to the City in its sole discretion;

(iv) The Company shall have executed the Company Completion Guaranty on or before December 31, 2015;

(v) The Company shall have delivered the Master Plan and the Stadium Project Budget to the City by December 31, 2015;

(vi) The Company shall not be in default under the fully executed Project Documents or this Agreement beyond the expiration of any applicable notice or cure periods;

(vii) The Company shall have satisfied its obligations with respect to the Company Contribution or delivered assurances of the availability thereof as and when needed, simultaneously with the City's funding of the Total Public Contribution, as required by Section 3.3 and 3.4; and

(viii) The referendum to prohibit the City from contributing, investing or lending any of its revenue or assets, or those of its RDA, for an MLS stadium in Symphony Park shall have been defeated, ruled an invalid measure, vacated, or otherwise resolved such that there is no legal impediment to proceeding with the Stadium Project.

Section 6.2. Conditions to the Company's Obligation.

(a) From and after the date of execution of this Agreement, the City shall be bound to the rights, duties and obligations set forth herein, and in the fully executed Project Documents, except as provided in this Section and in Section 9.4. If the events listed in Section 6.2(d) do not occur, the Company may seek termination under Article VII of this Agreement. Upon such termination, neither Party shall be liable to the other Party for any damages, costs, actions or remedies.

(b) Upon the occurrence of the last event listed in Section 6.2(d), the Company may notify the City that the Stadium Project construction process will begin, and that from that point forward, each Party shall be fully liable under all provisions of this Agreement and the related fully executed Project Documents.

(c) The Company shall have the right to waive any of the conditions contained within Section 6.2(d).

(d) The Company shall have no obligation to deposit all or any part of the Company Contribution, to develop the Stadium Project as set forth herein, or to consummate the other transactions described herein, unless the following conditions have been satisfied:

(i) The Announcement of Award of the MLS Franchise to the Company for an MLS Team in Las Vegas has been made on or before September 30, 2015;

(ii) The Company shall have executed an MLS Franchise Agreement with MLS on or before December 31, 2015, with a good faith commitment to commence play no later than the 2018 MLS Season that is in a form and substance acceptable to the Company in its sole and subjective discretion;

(iii) No pending or threatened litigation concerning this Agreement, any of the Project Documents or the Stadium Project exists;

(iv) The City has adopted or amended all necessary laws to permit the construction and operation of the Stadium Project, including the installation of signage on or in the Stadium and the serving of alcoholic beverages at the Stadium, to the satisfaction of the Company;

(v) The City shall have received approval from state or local agencies for any bonded indebtedness proposed under this Agreement, and the City Council shall have taken all actions necessary to issue the City Revenue Bonds pledged by the City as the source of Twenty-Five Million Dollars ($25,000,000) of the Total Public Contribution, except that the City need not have closed on the sale of the City Revenue Bonds;

(vi) The City shall have executed and delivered the Project Documents by December 31, 2015, provided that the Project Documents are in a form and substance acceptable to the Company in its sole discretion;

(vii) The City shall have exclusive possession of all of the Land and title to the Land is good and marketable, free of liens and encumbrances to the satisfaction of the Company;

(viii) The City shall have created the TID, as provided in Section 4.3;

(ix) The City shall have provided the necessary zoning and land use approvals for the Stadium Project;

(x) The City shall have obtained any necessary consents from third parties required for the City to construct the Symphony Park Garage on Symphony Park land;

(xi) The City Council shall have given its approval for the construction of the Symphony Park Garage and budgeted sufficient funds for the construction of said parking facility;

(xii) The City shall not be in default under the Project Documents or this Agreement;

(xiii) The City shall have funded, or budgeted, the Total Public Contribution, as required by Section 3.4, simultaneously with the Company's satisfaction of its obligations with respect to the Company Contribution or delivery of assurances of the availability thereof as and when needed, as required by Section 3.6;

(xiv) The NMTC Commitments have been obtained and are likely to generate NMTC equity satisfactory to the Company, and are in a form and substance that are acceptable to the Company in its sole and subjective discretion; and

(xv) The referendum to prohibit the City from contributing, investing or lending any of its revenue or assets, or those of its RDA, for an MLS stadium in Symphony Park shall have been defeated, ruled an invalid measure, vacated, or otherwise resolved such that there is no legal impediment to proceeding with the Stadium Project.

Section 6.3. Sequence of Conditions

(a) The Parties acknowledge that timing and sequencing of some of the actions required of each Party in constructing the Stadium Project are critical in that some of the actions need to occur in order, and after the conditions contained within Section 6.1 and Section 6.2 have been met. The willingness of the Parties to irrevocably commit significant amounts of public or private funds is conditioned on the Parties moving forward together and in agreed sequence. For the protection and assurance of each Party, the sequence of actions and Notices to Proceed contained in this Section will govern the duties and obligations of the Parties to proceed with the identified steps and actions referenced in this Section.

(b) No Party shall be required to proceed with any of the actions referenced in this Section until and after an Announcement of Award of the MLS Franchise to the Company for an MLS Team in Las Vegas has been made. Nothing in this subsection (b) shall prohibit any Party

from planning, preparing for, commencing or completing any action or task in this Section, but the decision to proceed prior to that action being required by the sequencing established in this Section or the conditions precedent being met is solely at the discretion of the Party taking the action.

(c) Immediately upon the Announcement of Award, the Company shall issue to the City the First Notice to Proceed. Such Notice shall trigger the following actions and commitments of the Parties:

(i) The City shall pursue from a Community Development Entity or Entities ("CDE") a total allocation of NMTC sufficient to generate $10,000,000 in net proceeds for the Stadium Project. The City shall forward to the Company a commitment letter from each CDE reserving an allocation of NMTC ("NMTC Commitment"). The City also shall seek an allocation of NMTC from the Las Vegas Community Investment Corporation, and if obtained, shall present a NMTC Commitment to the Company. All NMTC Commitments shall be in a form and substance acceptable to the Company in its sole and subjective discretion;

(ii) The City shall proceed with planning, preparing for, and taking such actions as are necessary to be prepared for the issuance of the City Revenue Bonds;

(iii) The City shall complete all actions required for zoning and land use entitlements necessary for the permitting and construction of the Stadium Project and shall also adopt any necessary stadium liquor license laws and stadium signage laws;

(iv) The City shall take such actions as are required to adopt and establish the Tourism Improvement District contemplated in Section 4.3;

(v) The Company shall pursue completion of the Design Documents for the Stadium Project sufficient for reasonably accurate pricing of the Stadium Project and for use in pursuing an allocation and commitment for the NMTC for the Stadium Project;

(vi) The Company shall submit a tax increment financing application and the RDA shall begin processing such application; and

(vii) The City shall present the Owner Participation Agreement to the RDA and upon approval by the RDA shall present the Owner Participation Agreement to the Company for approval and execution.

(d) Upon the completion of the actions listed above in Subsection (c), and upon the decision of the Parties to go forward with the commitments and actions required by this Agreement, the Company shall issue to the City the Second Notice to Proceed. Such Notice shall trigger the following actions and commitments of the Parties:

(i) The Company shall execute the MLS Franchise Agreement if it is in a form and substance acceptable to the Company in its sole and subjective discretion, and

shall make an irrevocable deposit on or full payment of the MLS Membership Fee, and shall provide proof of same to the City;

(ii) The City shall proceed to issue the City Revenue Bonds and deposit the proceeds into the City Construction Subaccount;

(iii) The Party responsible for executing the CMAR contract shall immediately proceed to execute such contract; and

(iv) The City shall, if it hasn't already, close on any NMTC that it was able to obtain for the benefit of the Stadium Project.

(e) If by close of business on September 30, 2015, the First Notice to Proceed has not been issued, the obligations of the Parties to proceed under this Agreement shall cease, and this Agreement shall terminate, unless the Parties mutually agree, each in their sole subjective discretion, to a written extension to extend the deadline to the close of business on December 31, 2015.

(f) If by close of business on December 31, 2015, (i) the Second Notice to Proceed has not been issued, and (ii) the MLS Franchise Agreement has not been fully executed, the obligations of the Parties to proceed under this Agreement shall cease and this Agreement shall automatically terminate.

ARTICLE VII

TERMINATION

Section 7.1. Termination.

This Agreement may be terminated under the following circumstances:

(a) By the mutual written consent of the City and the Company;

(b) By the City if there is a failure of one or more of the conditions under Section 6.1, such as the Announcement of Award of the MLS Franchise to the Company for an MLS Team in Las Vegas has not been made on or before September 30, 2015;

(c) By the Company if there is a failure of one or more of the conditions under Section 6.2, such as Announcement of Award of the MLS Franchise to the Company for an MLS Team in Las Vegas has been made on or before September 30, 2015;

(d) By either Party if MLS announces the cities that would be an MLS Franchise during calendar year 2017 or 2018, and the City of Las Vegas is not one of the cities awarded an MLS Franchise;

(e) By either Party if MLS informs the Company and/or the City that the City of Las Vegas will not be awarded an MLS Franchise for an MLS team to commence play in the 2017 or 2018 MLS season; or

(f) By either Party if the referendum to prohibit the City from contributing, investing or lending any of its revenue or assets, or those of its RDA, for an MLS stadium in Symphony Park shall have received sufficient votes to pass, and there is no pending appeal or challenge that could potentially invalidate the prohibition.

Section 7.2. Termination Procedure.

If either Party determines that it wishes to terminate this Agreement pursuant to Section 7.1, then such Party must deliver a written notice to the other Party to the effect that the notifying Party thereby terminates this Agreement. The notice must be in writing and must specify in reasonable detail the factual basis for the termination of this Agreement. Upon such termination, neither Party shall be liable to the other Party for any damages, costs, actions or remedies.

ARTICLE VIII

ASSIGNMENT; SALE OF MLS FRANCHISE

Section 8.1. Company Assignments

Except as otherwise permitted by this Article, the Company shall not voluntarily, involuntarily, by operation of law or otherwise sell, assign, or transfer, this Agreement or the rights, duties and obligations arising hereunder (each, a "Transfer"), without first obtaining the written consent of the City, which consent shall not be unreasonably withheld, delayed or conditioned.

Section 8.2. Company Ownership.

(a) The Company will have the right to form wholly-owned subsidiaries or the one or more of the direct or indirect owners of the Company will have the right to form one or more other entities affiliated with the Company or such direct or indirect owners, each of which may be responsible for and control the development, construction, operations and/or maintenance of the Stadium and/or the ownership and operation of the Team.

(b) The Ground Lease shall contain mutually agreeable language to the City and the Company that unless otherwise agreed to in writing by the City, the permanent physical residence of one member on the Board of the "tenant" under the Ground Lease the Company shall be located in southern Nevada for five (5) years from the commencement date of the term of the Ground Lease.

Section 8.3. Permitted Transfers

(a) The following Transfers shall be permitted without the consent of the City ("Permitted Transfers"), notwithstanding the prohibitions on Transfers set forth in Section 8.1 or any other provision of this Agreement:

(i) The Company may freely Transfer, in whole or in part, any or all of its rights and obligations under this Agreement to one or more affiliates, provided that any such Transfer shall not change, limit, release or otherwise affect the rights, obligations and liabilities of the Company to the City under this Agreement and such Affiliate shall agree to be bound by all of the terms and conditions hereof;

(ii) The Company may pledge, mortgage, grant a security interest in or encumber this Agreement to any Institutional Lender for a credit facility or other financial obligation of the Company or its affiliates;

(iii) The Company may pledge, grant security interests in, enter into leases of, or enter into title retention agreements with respect to, any of the Company's other property (including its trade fixtures, furniture, equipment, other moveable personal property, contract rights, general intangibles, receivables and intangible property), but not the property of the City. Nothing contained in this Section shall be construed to limit or otherwise affect the Company's rights to enter into Use Agreements in accordance with the terms of this Agreement;

(iv) The Company may pledge, mortgage, grant a security interest in or encumber, in whole or in part, any or all revenues, rights to revenues and accounts receivables of the Company arising out of this Agreement or the Company's operation of the Stadium Project to any Institutional Lender as security for a credit facility or other financial obligations of the Company, or its affiliates provided that the exercise of such rights shall at all times be subject to the applicable terms and conditions of this Agreement;

(v) The Company may Transfer or assign any or all of its interests, rights and obligations in and to this Agreement, the Ground Lease and the other Project Documents any time after the thirtieth anniversary of the initial opening of the Stadium;

(vi) If the Company undergoes an indirect change of control (i.e., a change in direct or indirect ownership or control of one or more of the direct or indirect owners of the Company);

(vii) A transfer of interest in the Company between existing or future members; or

(viii) The Company may Transfer all of the Company's right, title and interest in and to this Agreement to any person or an affiliate of a person that acquires the

Company's MLS Franchise with the approval of the MLS, provided all of the following conditions are satisfied (a "Permitted MLS Franchise Transfer"):

(A) Such assignee or one or more affiliates of such assignee unconditionally and expressly assumes pursuant to one or more instruments or documents all of the obligations of the Company under this Agreement and the other Project Documents and agrees to abide and be bound by this Agreement and the other Project Documents; and

(B) If the MLS Franchise is in effect, and the Team is playing its Home Games at the Stadium, the Company provides the City with written confirmation that the Transfer of the MLS Franchise has been duly approved by MLS.

(b) The Company may Transfer or assign any or all of its interests, rights and obligations in and to the Future Development Parcel and the Future Development Parcel License Agreement to any person or entity, provided all of the conditions under this Agreement and the Project Documents are satisfied.

(c) Promptly after a Permitted Transfer, the Company shall comply with the provisions of Section 9.24.

Section 8.4. Transactions that are not Transfers

For the avoidance of doubt, and notwithstanding anything contained in this Agreement to the contrary, the Company shall have the right, subject to the terms and provisions of this Agreement, to do each of the following without the consent of the City and without such action being considered a Transfer:

(a) Without limiting or otherwise affecting the Company's rights under Section 8.4(b) below, to sell or grant to persons (whether on a long-term or short-term, or continuing or periodic basis) licenses, subleases, sublicenses, sponsorship rights, naming rights or similar rights and otherwise grant such persons rights to use, enjoy, service or maintain any part of the Stadium (such persons being referred to as "Users"), including any suites, club seats, other seating areas, stadium restaurant, signage, or retail areas for any purpose related to the ordinary course of the use, operation, exploitation or management of the Stadium; and

(b) to enter into Use Agreements.

Section 8.5. Release of the Company

No Transfer shall relieve the Company from any of its obligations under this Agreement, except that the Company shall be relieved from any and all of its obligations under this Agreement upon a Permitted MLS Franchise Transfer.

Section 8.6. Post-Termination Agreements

The Ground Lease shall contain a provision obligating the City, at the request of the Company, to enter into a Non-Disturbance Agreements between the City and a User allowing such User to continue to use the Stadium under the terms of its Use Agreement notwithstanding a termination of the Ground Lease ("Non-Disturbance Agreements').

Section 8.7. Transfers by City

The City shall not permit any lien, encumbrance or charge arising by, through or under the City to exist upon this Agreement or any interest in or under this Agreement or in the Stadium Project or the Land (or any of the foregoing) that would be superior or senior in lien to this Agreement or to the other Project Documents or to the rights of the Company hereunder or thereunder. Additionally, the City shall not transfer or attempt to transfer without mutual agreement with the Company, this Agreement or any interests in the Stadium Project or the Land or any rights herein, except for the transfer of title in the Land by CPV to the City.

Section 8.8. Compliance Certificate

Each of the Parties shall, upon the reasonable request of the other (or any current or prospective source of financing for the Company or any of its affiliates or transferee or assignee pursuant to a Permitted Transfer or User pursuant to an existing or prospective Use Agreement), execute and deliver to the appropriate parties a certificate in recordable form stating:

(a) that this Agreement is unmodified and is in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect as modified and stating the modifications or, if this Agreement is not in full force and effect, that such is the case);

(b) to the knowledge of the Party providing the certificate, that there are no defaults by it or the other Parties (or specifying each such default as to which it may have knowledge);

(c) confirmation of the commencement and expected expiration dates of the Agreement or extension thereof;

(d) the date to which any payments due from the Company have been paid under this Agreement;

(e) to its knowledge, whether there are any counterclaims against the enforcement of any Party's obligations; and

(f) any other matters reasonably requested.

Section 8.9. Lender's Rights Agreement

The City and Company covenant and agree that each, shall, at the request of the other made from time to time and at any time, enter into a lender's rights agreement with any Mortgagee (or potential Mortgagee), which shall be commercially reasonable and consistent with

the terms and provisions contained in this Agreement and the Project Documents that apply to Mortgagees and/or Mortgages ("Lender's Rights Agreement"). Within twenty (20) Business Days of a request for a Lender's Rights Agreement pursuant to the provisions of this Section, the City and Company shall execute and deliver such a Lender's Rights Agreement benefiting the identified Mortgagee (or potential Mortgagee) and such Mortgagee's Mortgage (or potential Mortgagee's potential Mortgage) and securing the rights of the City, which executed Lender's Rights Agreement shall be in a form and substance (a) that are reasonably acceptable to both the City and such Mortgagee (or potential Mortgagee) and (b) that are consistent with, and at the option of such Mortgagee (or potential Mortgagee), incorporates, the terms and provisions of this Agreement and Project Documents that apply to Mortgagees (such as the Mortgagee notice provisions and the Mortgagee cure rights provisions of this Section). The Lender's Rights Agreement shall also provide for notice to the City of any Company Default.

Section 8.10. Company Liens

Without limiting its rights under Section 8.3, the Company may grant a Lien to any Institutional Lender providing any financing to the Company, or any of its affiliates, upon the condition that (a) all rights acquired under each Company Lien shall be subject to each and all of the covenants, conditions and restrictions set forth in this Agreement, and to all rights now or hereafter affecting the Stadium or any portion thereof, (b) the holder or beneficiary of each Company Lien (together with any successor at a foreclosure sale or transferee in lieu thereof, ("Company Lender") shall provide the City with written notice of its Company Lien and the name and address of the Company Lender thereunder, and (c) such Company Lien shall provide that in the event of a foreclosure prior to the thirtieth year of the initial opening of the Stadium, unless the purchaser at such foreclosure sale has experience in managing and operating facilities similar to the Stadium, the Company Lender or purchaser at such foreclosure sale shall be required to entered into a legally binding and enforceable contractual arrangement for day-to-day Stadium operations, management and marketing with a qualified third-party management entity experienced in the operation, management and marketing of stadiums. With respect to each Company Lien, the City agrees that following written receipt of such notice, and as long as such Company Lien remains unsatisfied of record or until written notice of satisfaction is given by the Company Lender thereunder to the City, the following provisions shall apply:

(a) The City, upon providing the Company any notice of (i) a default under Section 9.4, (ii) a termination of this Agreement in accordance with Article VII, or (iii) a matter on which the City may predicate or claim of default, shall at the same time provide a copy of such notice to the Company Lender previously identified in writing to the City pursuant to the paragraph above in this Section. The City shall have no liability for the failure to give any such notice, except that no such notice by the City to the Company shall be deemed to have been duly given to the Company Lender unless and until a copy thereof has been so provided to such Company Lender (provided such Company Lender has previously been identified in writing to the City). From and after the date such notice has been given to the Company Lender, the Company Lender shall have the same period, after the giving of such notice to it, for remedying any default or acts or omissions that are the subject matter of such notice, or causing the same to be remedied, as is given to the Company after the giving of such notice to it, plus in each instance, the additional periods of time specified in subsections (b) and (c) of this Section, to remedy or cause to be

remedied the defaults or acts or omissions that are specified in such notice and the City shall accept such performance by or at the instigation of the Company Lender as if the same had been done by the Company. The Company authorizes the Company Lender to take any action at the Company Lender's option and does hereby authorize entry upon the Stadium by the Company Lender for such purposes.

(b) Notwithstanding anything contained in this Agreement to the contrary, if any default shall occur that entitles the City to terminate this Agreement, the City shall have no right to terminate this Agreement unless, following the expiration of the period of time given the Company to cure such default or the act or omission that gave rise to such default, the City shall notify the Company Lender of the City's intent to so terminate at least thirty (30) days in advance of the proposed effective date of such termination (if such default is capable of being cured by the payment of money), and at least ninety (90) days in advance of the proposed effective date of such termination (if such default is not capable of being cured by the payment of money). The provisions of subsection (c) below shall apply only if, during such 30 or 90-day termination notice period, the Company Lender shall:

(i) notify the City of Company Lender's desire to effect a cure; and

(ii) pay or cause to be paid all Payments and other monetary obligations (A) then due and in arrears as specified in the termination notice to Company Lender and (B) any of the same that become due during such 30 or 90-day period, as the case may be, as and when they become due; and

(iii) comply, or with reasonable diligence and continuity commence in good faith to comply, with all non-monetary requirements of this Agreement then in default and reasonably susceptible of being complied with by Company Lender; provided, however, that the Company Lender shall not be required during such 30 or 90-day period to cure or commence to cure any default consisting of the Company's failure to satisfy and discharge any lien, charge or encumbrance against the Company's interest in this Agreement or the Stadium Project junior in priority to the lien of the mortgage held by the Company Lender.

(c) If the City shall elect to terminate this Agreement by reason of any default of the Company, and the Company Lender shall have proceeded in the manner provided for by Section 8.10(b), this Agreement shall be deemed not terminated pursuant to the following:

(i) The Company Lender shall pay or cause to be paid any monetary obligations of the Company under this Agreement as the same become due, and continue its good faith efforts to perform all of the Company's other obligations under this Agreement, except (1) obligations of the Company to satisfy or otherwise discharge any lien, charge or encumbrance against the Company's interest in this Agreement or any other license or leasehold estate junior in priority to the lien of the mortgage held by the Company Lender, and (2) past non-monetary obligations then in default and defaults not reasonably susceptible of being cured by Company Lender;

(ii) If not enjoined or stayed, the Company Lender shall take steps to acquire or sell the Company's interest in this Agreement by foreclosure of the Company Lien or other appropriate means and prosecute the same with due diligence;

(iii) Nothing contained in this Section shall be construed to extend this Agreement beyond the original term hereof, nor to require the Company Lender to continue such foreclosure proceedings after all defaults have been cured. If all defaults are cured and the Company Lender discontinues such foreclosure proceedings, this Agreement shall continue in full force and effect as if the Company had not defaulted under this Agreement; and

(iv) The making of a Company Lien shall not be deemed to constitute an assignment or transfer of this Agreement or the estate hereby created, nor shall the Company Lender, as such, be deemed to be an assignee or transferee of this Agreement or of the estate hereby created, so as to require the Company Lender, as such, to assume the performance of any of the terms, covenants or conditions on the part of the Company to be performed hereunder, unless the Company Lender shall acquire the estate hereby created in any proceedings for the foreclosure of the Company Lien.

(d) In the event of the termination of this Agreement as a result of a Company Default, the City shall promptly, within a reasonable time, provide the Company Lender with written notice that this Agreement has been terminated together with a statement of all sums that would at that time be due under this Agreement but for such termination, and of all other defaults, if any, then known to the City. If this Agreement is terminated by the Parties, the City agrees to enter into a new use and operating agreement with respect to the Stadium Project with the Company Lender or its designee until this Agreement has expired, effective as of the date of termination, upon the same terms, covenants and conditions of this Agreement ("New Agreement") provided that:

(i) The Company Lender shall make a written request to the City for such New Agreement within thirty (30) days after the date that the Company Lender receives the City's New Agreement Notice given pursuant to this Section;

(ii) The Company Lender shall pay or cause to be paid to the City at the time of the execution and delivery of such New Agreement, any and all sums that would at the time of execution and delivery thereof be due pursuant to this Agreement, including any applicable interest and late charges, but for such termination and, in addition thereto, all reasonable out-of-pocket expenses, including reasonable attorneys' fees, which the City shall have incurred by reason of such termination and the execution and delivery of the New Agreement and that have not otherwise been received by the City from the Company or other party in interest under the Company. In the event of a controversy as to the amount to be paid to the City pursuant to this Section, the payment obligation shall be satisfied if the City is paid the amount not in controversy, and the Company Lender agrees to pay any additional sum ultimately determined to be due plus interest at the average rate the City currently earns on its invested funds. The Parties shall cooperate to determine any disputed amount promptly in accordance with the terms of this Agreement;

(iii) The Company Lender shall agree to remedy any Company Default of which the Company Lender was notified by the City's New Agreement Notice and that are reasonably capable of being so cured by the Company Lender. In the event that the Company Lender fails to cure all such defaults within the time periods required, commencing on the effective date of the New Agreement, such failure shall constitute an default under the New Agreement and the City shall have all rights and remedies with respect thereto provided in the New Agreement;

(iv) Any New Agreement made pursuant to this Section shall have the same priority with respect to any mortgage or other lien, charge or encumbrance on the Stadium Project, as this Agreement, and the Company under such New Agreement shall have the same right and interest in and to the Stadium Project as the Company has under this Agreement as of the date of the New Agreement; and

(v) Unless the Company Lender has experience reasonably acceptable to the City in managing and operating stadiums similar to the Stadium, the Company Lender shall be required to entered into a legally binding and enforceable contractual arrangement for day-to-day Stadium operations, management and marketing with a qualified third-party management entity experienced in the operation, management and marketing of stadiums.

(e) Nothing herein contained shall require the Company Lender as a condition to its exercise of rights hereunder to cure any Company Default which by its terms is not reasonably susceptible of being cured by the Company Lender in order to comply with the provisions of this Section, or as a condition of entering into a New Agreement. No Company Default, and no obligation of the Company, the cure or performance of which requires possession of the Stadium shall be deemed reasonably susceptible of cure or performance by the Company Lender or successor to the Company's interest under this Agreement or a New Agreement not in possession of the Stadium, provided that such holder is complying with the requirements described in Section 8.8(d), is using commercially reasonable efforts to have a receiver appointed with respect to the Stadium or to otherwise legally and peaceably obtain possession of the Stadium and upon obtaining possession promptly proceeds to cure any such default then reasonably susceptible of cure by the Company Lender or such successor; nor shall the Company Lender be required to cure the bankruptcy, insolvency or any related or similar condition of the Company.

(f) Any Company Lender may be added to any and all insurance policies carried by the Company and any and all insurance policies on which the Company is a named insured, in each case, on the condition that the insurance proceeds payable under any of such policies are to be applied in the manner specified in this Agreement and the Company Lien contains terms and provisions not inconsistent herewith.

(g) If this Agreement is rejected in connection with a bankruptcy proceeding by the Company or a trustee in bankruptcy for the Company, such rejection shall be deemed an assignment by the Company to the Company Lender of the estate and all of the Company's interest under this Agreement, and this Agreement shall not terminate and the Company Lender

shall have all rights and obligations of the Company Lender under this Section, as if such bankruptcy proceeding had not occurred, unless the Company Lender shall reject such deemed assignment by notice in writing to the City within thirty (30) days following rejection of this Agreement by the Company or the Company's trustee in bankruptcy. If any court of competent jurisdiction shall determine that this Agreement shall have been terminated notwithstanding the terms of the preceding sentence as a result of rejection by the Company or the trustee in connection with any such proceeding, the rights of the Company Lender to a New Agreement from the City shall not be affected thereby.

ARTICLE IX

MISCELLANEOUS

Section 9.1. Further Agreements.

The City and the Company agree to use their good faith efforts to complete and execute, in accordance with this Agreement, all Project Documents necessary, appropriate or desirable to carry out the transactions agreed to by the Parties in this Agreement.

Section 9.2. GOVERNING LAW.

THIS AGREEMENT SHALL BE INTERPRETED AND THE RIGHTS OF THE PARTIES DETERMINED IN ACCORDANCE WITH THE LAWS OF THE UNITED STATES APPLICABLE THERETO AND THE LAWS OF THE STATE OF NEVADA APPLICABLE TO AN AGREEMENT EXECUTED, DELIVERED AND PERFORMED IN SUCH STATE.

Section 9.3. Compliance with Laws.

The Company and the City shall comply in all material respects with all applicable laws in connection with the design, engineering, construction, equipping and furnishing of the Stadium Project.

Section 9.4. Defaults and Remedies

(a) The following events shall constitute a City Default under this Agreement:

(i) The City shall fail to observe or perform any material term or covenant of this Agreement and such default or failure either is not cured within thirty (30) days after written notice thereof has been given to the City by the Company, specifying in reasonable detail the nature of the breach and the action required to cure; or

(ii) Any representation or warranty made by the City as set forth in this Agreement shall be false or inaccurate in any material way when made; or

(iii) An Act of Bankruptcy shall have occurred with respect to the City; or

(iv) The City fails to fund, budget for, or guarantee any of its obligations for the Total Public Contribution, or fails to use good faith efforts to procure NMTC Commitments in an amount equal to the required NMTC equity as provided in Section 3.4 and Section 3.5 of this Agreement; or

(v) The City defaults, and has not cured prior to the expiration of any applicable cure period, under the terms and provisions of any of the Project Documents..

(b) In the event a City Default shall occur, and the City shall fail to cure such City Default, then, and in any such event, the Company may:

(i) Seek Specific Performance of the City's obligations hereunder; or

(ii) Seek to recover such actual damages (but not consequential damages) to which the Company may be entitled, whether under the terms of this Agreement or otherwise; or

(iii) Exercise any other rights or remedies available at law or in equity (other than any right to consequential damages or lost profits), provided that the Company does hereby expressly waive any right it may have to terminate this Agreement upon a City Default.

(c) The following events shall constitute a Company Default under this Agreement:

(i) The Company shall fail to observe or perform any material term or covenant of this Agreement and such default or failure either is not cured within thirty (30) days after written notice thereof has been given to the Company by the City, specifying in reasonable detail the nature of the breach and the action required to cure; or

(ii) Any representation or warranty made by the Company as set forth in this Agreement shall be false or inaccurate in any material way when made; or

(iii) An Act of Bankruptcy shall have occurred with respect to the Company; or

(iv) The Company fails to fund, provide for, or guarantee any of its obligations for funding the construction of the Stadium Project as provided in Section 3.6 of this Agreement; or

(v) The Company defaults, and has not cured prior to the expiration of any applicable cure period, under the terms and provisions of any of the Project Documents, including but not limited to, the Non-Relocation Agreement.

(d) In the event a Company Default shall occur, and the Company shall fail to cure such Company Default, then, and in any such event, the City may:

(i) Seek Specific Performance of the Company's obligations hereunder; or

(ii) Seek to recover such actual damages (but not consequential damages) to which the City may be entitled, whether under the terms of this Agreement or otherwise; or

(iii) Exercise any other rights or remedies available at law or in equity (other than any right to consequential damages or lost profits), provided that the City does hereby expressly waive any right it may have to terminate this Agreement upon a Company Default.

Section 9.5. Venue.

The venue for any legal action arising out of this Agreement shall lie exclusively in the state and federal courts in the State of Nevada. All parties shall submit themselves and their property to jurisdiction in said courts and waive any objections to jurisdiction and venue in said courts. All parties consent to diversity jurisdiction in federal court, and agree not to attempt to remove any action from federal court to state court if an action is first filed in federal court in Nevada.

Section 9.6. Force Majeure Event.

(a) If any Party to this Agreement shall be delayed in the performance of any obligation hereunder as a result of a war, insurrection, strike or lockout, riot, hurricane, flood, earthquake, fire, casualty, act of God, act of the public enemy, epidemic, quarantine restriction, freight embargoes, unusually severe weather, terrorism, or any other cause in each case (including the events specified above) beyond the reasonable control and without the fault of any Party claiming an excuse from performance ("Force Majeure Event"), then the performance of such obligation shall be extended by the length of such delay. In response to and during any delay caused by a Force Majeure Event, the Parties shall at all times act diligently and in good faith to bring about the termination or removal of the Force Majeure Event as promptly as reasonably possible and any Party seeking an excuse of performance due to such Force Majeure Event shall work diligently and in good faith to reduce or eliminate any damage, cost or delay caused by such Force Majeure Event. Without limiting the foregoing, if any Party fails to meet a deadline specified in this Agreement due to another Party's failure to meet a prior and related deadline, such subsequent deadline shall be extended by the number of days the delay was attributable to the prior deadline failure, and the Party failing to meet the prior deadline shall not be relieved of liability for such breach. The Parties agree that a Force Majeure Event shall not serve as an excuse to any Party's failure to deposit funds as required under Article III.

(b) Litigation filed against any Party to this Agreement challenging the Agreement or any portion of the Agreement, the authority of any Party to engage in the Agreement or take any action contemplated by this Agreement, by any person or entity not a party to this Agreement shall be deemed a Force Majeure Event as provided in subsection (a) of this Section, and in addition, shall be responded to as follows:

(i) The Parties shall jointly provide for a defense team and shall share in the responsibility of defending the litigation, whether by assigning attorneys on the staff of the Party, or hiring outside counsel to defend;

(ii) The Parties shall use best efforts to seek an expeditious resolution to the litigation to the end that the litigation not unreasonably delay the progress of planning, designing, financing, constructing, occupying or using the Stadium Project; and

(iii) If the litigation persists for a significant period of time, the Parties shall confer with each other on the strategy to be employed in defending the litigation, and may, by mutual agreement in writing, modify or extend any dates in this Agreement by which the Parties are obligated to take actions or meet conditions, or amend the Agreement by mutual Agreement in writing.

Section 9.7. No City Ticket Tax

The City shall not institute a Ticket Tax which would apply to an outdoor or covered sports stadium with a seating capacity between 19,000 and 24,000 without express written consent from the Company. Further, the City shall not seek or support state legislation that would impose a Ticket Tax which would apply to an outdoor sports stadium with a seating capacity between 19,000 and 24,000, which would apply in the City of Las Vegas, without express written consent from the Company.

Section 9.8. Representatives.

(a) The City Manager (and, where expressly provided for in this Agreement, the City Representative) shall have full authority to administer this Agreement on behalf of the City. The Company shall be entitled to rely on the authority of the City Manager (or, where indicated, the City Representative) for such purposes under this Agreement.

(b) Except as hereinafter provided, the Company shall designate two individuals (the "Company Representatives") who shall have full authority (acting together and not alone) to administer this Agreement on behalf of the Company. The initial Company Representatives shall be Zed Smith and Justine Findlay. The Company may designate a permanent or temporary replacement for either Company Representative or elect to have a single Company Representative by delivering a written notice to the City executed by the Company. If the Company assigns its rights under this Agreement to another entity (the "Assignee"), the Assignee shall ensure that one or more of its senior executive officers possesses the authority to be exercised by the Company Representative(s). From and after the date of any assignment to the Assignee, the officer or officers designated by the Assignee shall serve as the Company Representative(s). The City shall be entitled to rely on the authority of the Company Representatives (acting together, if two are appointed) for such purposes under this Agreement.

Section 9.9. Obligations to Defend Validity of Agreement.

If litigation is filed by a third party against any of the Parties to this Agreement, in an effort to enjoin such Party's performance of this Agreement, the Parties who are named as parties in such action will take all commercially reasonable steps to support and defend the validity and enforceability of this Agreement. Any other Party may intervene in any such matter in which a Party has been named as a defendant. This Section in no way diminishes any Parties' rights to indemnification as agreed to under Section 9.10 of this Agreement and the other Project Documents.

Section 9.10. Indemnification

(a) The City shall, to the extent permitted by applicable law, defend, protect, indemnify and hold the Company, any affiliates of the Company, and their respective partners, members, stockholders, employees, representatives, consultants and agents harmless from and against any and all liabilities, damages, suits, claims and judgments of any nature (including without limitation, reasonable attorneys' fees and expenses), arising from or in connection with any injury to or death of a person or any damage to property (including loss of use), resulting from, arising out of or in connection with (i) any matter relating to the acquisition of the Stadium Project Site; or (ii) any use or occupancy (other than by the Company) of the Stadium Project by the City or its employees, representatives, agents, or invitees; or (iii) the negligence or willful acts of the City or its employees, representatives and agents relating to the City's performance of any of its obligations under this Agreement or any of the Project Documents. The City's obligation to indemnify hereunder, with respect to claims of or by third parties (which shall include agents and employees of the City), shall be limited to the extent of insurance proceeds actually collected from the policies of insurance maintained by or on behalf of the City in connection with the Stadium Project. Nothing herein contained shall constitute or be construed as a waiver of the City's governmental immunity. Notwithstanding the foregoing, the City shall not be liable for any liabilities, damages, suits, claims and judgments of any nature (including without limitation, reasonable attorneys' fees and expenses) arising from or in connection with: (i) any injury to or death of a person or any damage to property (including loss of use) to the extent of the negligence or willful act of the Company or any of their respective affiliates, partners, stockholders, members, employees, representatives or agents; (ii) any hazardous substances that are introduced to the Stadium Project by the Company, any affiliates of the Company, and their respective agents, employees, representatives or subcontractors or any injury, death or other loss relating to the presence of hazardous substances on the Stadium Project Site, or any violation of any applicable environmental law introduced to the Stadium Project by said Parties; (iii) any loss or liability due to a casualty or a Force Majeure Event; or (iv) the Company's (or any Affiliate of the Company) violation of any of their respective obligations under this Agreement or any of the Project Documents.

(b) The Company shall defend, protect, indemnify and hold the City and its respective officers, employees, representatives, council persons, consultants and agents harmless from and against any and all liabilities, damages, suits, claims and judgments of any nature (including without limitation, reasonable attorneys' fees and expenses) arising from or in connection with any injury to or death of a person or any damage to property (including loss of

use), resulting from, arising out of or in connection with the negligence or willful act of the Company, any Affiliate of the Company, or any of their respective contractors, employees, officers, directors, representatives, partners, stockholders, members, consultants, agents or invitees relating to the Company's (and their affiliates') performance of any of their obligations under this Agreement or any of the Project Documents. Notwithstanding the foregoing, the Company shall not be liable for any liabilities, damages, suits, claims and judgments of any nature (including without limitation reasonable attorneys' fees and expenses) arising from or in connection with: (i) any injury to or death of a person or any damage to property (including loss of use) to the extent of the negligence or willful act of the City or any of its employees, representatives or agents; (ii) the City's violation of any of their respective obligations under this Agreement or any of the Project Documents; (iii) any hazardous substances that are introduced to the Stadium Project by the City or its employees, representatives and agents, or other loss relating to the presence of hazardous substances or any applicable environmental law caused by said Parties; or (iv) any loss or liability due to a casualty or a Force Majeure Event.

(c) If any Person entitled to indemnification pursuant to this Section and subparts (an "Indemnified Party") shall discover or have actual notice of facts that have given rise, or which may give rise, to a claim for indemnification under this Section, or shall receive notice of any action or proceeding of any matter for which indemnification may be claimed (each a "Claim"), the Indemnified Party shall, within twenty (20) days following service of process or within such shorter time as may be necessary to give the person obligated to indemnify the Indemnified Party (the "Indemnitor") opportunity to respond to such service of process and within twenty (20) days after any other such notice, notify the Indemnitor in writing thereof together with a statement of such information respecting such matter as the Indemnified Party then has, provided that the failure to notify the Indemnitor shall not relieve the Indemnitor from any liability which it may have to the Indemnified Party except and solely to the extent that such failure or delay in notification shall have adversely affected the Indemnitor's ability to defend against, settle or satisfy any such Claim. The Indemnitor shall be entitled, at its cost and expense, to contest any such Claim by all appropriate legal proceedings provided the Indemnitor shall have first notified the Indemnified Party of the Indemnitor's intention to do so within twenty (20) days after the Indemnitor's receipt of such notice from the Indemnified Party. If the Indemnified Party elects to join in any defense of a Claim, the Indemnitor shall have full authority to determine all action to be taken with respect thereto. If, after such opportunity, the Indemnitor elects not to contest such Claim, the Indemnitor shall be bound by the resolution of such Claim obtained by the Indemnified Party. If required by the Indemnitor, the Indemnified Party shall cooperate fully with the Indemnitor and the Indemnitor's attorneys in contesting any such Claim or, if appropriate, in making any counterclaim or cross complaint against the person asserting the Claim against the Indemnified Party, but the Indemnitor will reimburse the Indemnified Party for any expenses incurred by the Indemnified Party in so cooperating. The Indemnitor shall pay to the Indemnified Party in cash all amounts to which the Indemnified Party may become entitled by reason of the provisions of this Section, such payment to be made within thirty (30) days after such amounts are finally determined either by mutual agreement or by judgment of a court of competent jurisdiction. Notwithstanding that the Indemnitor is actively conducting a defense or contest of any Claim against an Indemnified Party, such Claim may be settled, compromised or paid by the Indemnified Party without the consent of the Indemnitor, provided that if such action

is taken without the Indemnitor's consent, the Indemnitor's indemnification obligations with respect thereto shall be terminated, and the Indemnitor shall have no obligation to the Indemnified Party. The Indemnitor shall have the right to settle, compromise or pay any Claim being defended by the Indemnitor without the Indemnified Party's consent so long as such settlement or compromise (i) does not cause the Indemnified Party to incur any present or future material cost, expense, obligation or liability of any kind or nature, (ii) does not require any admission or action or forbearance from action by the Indemnified Party, and (iii) the Indemnified Party is released from all liability, cost or expense respecting such Claim.

(d) The provisions of this Section and its subparts are solely for the benefit of the City and the Company, and their respective associated parties as described in the sections above, and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

(e) The obligations contained in this Section and its subparts will survive the expiration or earlier termination of the Agreement but only with respect to an event that may give rise to a claim that in turn gives rise to a right of indemnification under this Section and which such event occurred prior to such termination.

Section 9.11. Representations, Warranties and Covenants

(a) The City hereby represents to the Company as follows:

(i) The City is a political subdivision of the State of Nevada and a public corporation duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite corporate power and authority to own, lease, license and operate its properties and to carry on its business as now being conducted;

(ii) The City has full corporate power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by the City, the performance by the City of its obligations hereunder, and the consummation of the transactions provided for hereby have been duly and validly authorized by all necessary corporate action on the part of the City. This Agreement has been duly executed and delivered by the City and, subject to the due execution and delivery of same by the Company, constitutes the valid and binding agreement of the City, enforceable against the City in accordance with its terms, subject to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies;

(iii) CPV, which is affiliated and controlled by the City, currently owns the Land. CPV shall convey to the City good and marketable title to the Land and the Future Development Parcels at such time as necessary for the City to perform its obligations under the Project Documents, free of any liens or encumbrances, and shall, after the date hereof, not create any liens or encumbrances. CPV is a signatory to this Agreement for the sole purpose of conveying the Land and the Future Development Parcels to the City;

and entering into the Parking License Agreement, and Future Development Parcels Parking Licensing Agreement,

(iv) The execution, delivery and performance of this Agreement, the consummation of the transactions contemplated hereby and the fulfilment of and compliance with the terms and conditions hereunder do not or will not (as the case may be), with the passing of time or the giving of notice or both, violate or conflict with, constitute a breach of or default under, result in the loss of any benefit under, or permit the acceleration of any obligation under, (i) any term or provision of the charter documents of the City, (ii) any judgment, decree or order of any governmental entity to which the City is a party or by which the City or any of its properties is bound or (iii) any law applicable to the City unless, in each case, such violation, conflict, breach, default, loss of benefit or accelerated obligation would not, either individually or in the aggregate, have a material adverse impact on the ability of the City to consummate the transactions contemplated by this Agreement.

(b) The Company represents and warrants to the City as follows:

(i) The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Nevada and has all requisite limited liability company power and authority to own, lease and operate its properties and to carry on its business as now being conducted;

(ii) The Company has full limited liability company power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement by the Company, the performance by the Company of its obligations hereunder, and the consummation of the transactions provided for hereby have been duly and validly authorized by all necessary limited liability company action on the part of the Company. This Agreement has been duly executed and delivered by the Company and, subject to the due execution and delivery of same by the City, constitutes the valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, subject to applicable bankruptcy, insolvency and other similar laws affecting the enforceability of creditors' rights generally, general equitable principles and the discretion of courts in granting equitable remedies; and

(iii) The execution, delivery and performance of this Agreement, the consummation of the transactions contemplated hereby and the fulfilment of and compliance with the terms and conditions hereunder do not or will not (as the case may be), with the passing of time or the giving of notice or both, violate or conflict with, constitute a breach of or default under, result in the loss of any benefit under, or permit the acceleration of any obligation under, (i) any term or provision of the charter documents of the Company, (ii) any judgment, decree or order of any governmental entity to which the Company is a party or by which the Company or any of its properties is bound or (iii) any law applicable to the Company unless, in each case, such violation, conflict, breach, Default, loss of benefit or accelerated obligation would not, either

individually or in the aggregate, have a material adverse impact on the ability of the Company to consummate the transactions contemplated hereby.

Section 9.12. Exclusive Negotiation Agreement.

(a) The Exclusive Negotiation Agreement ("ENA") shall include the following documents: (i) ENA dated November 17, 2010; (i) First Amendment to ENA dated January 22, 2014; (iii) Addendum to ENA and Predevelopment Schedule dated May 21, 2014 ("Original Addendum"); (iv) First Amendment to Addendum to ENA and Predevelopment Schedule dated December 1, 2014; and (v) Second Amendment to Addendum to ENA and Predevelopment Schedule dated December 17, 2014.

(b) The ENA shall terminate upon the Execution Date and the balance or remainder of the Planning Fund, as well as the Deposit as defined in the ENA, shall be paid to the Company within 10 Business Days. Upon such transfer of the funds in the Planning Fund, and the Deposit as defined in the ENA, all outstanding obligations with respect to the ENA between the Parties shall be deemed fully satisfied.

Section 9.13. Non-Compete Covenant.

During the term of the Non-Relocation Agreement, the City shall covenant that it will not, directly or indirectly, own, manage, operate, control, finance (either directly or in any manner), sponsor, develop, provide City-owned land or in any other way participate in or cooperate with (subject to applicable laws) any sports, entertainment or multi-use venue with an attendance capacity of more than 15,000 but less than 35,000 and located anywhere within the City. The section does not apply to Cashman Field facilities as long as such facilities are primarily used for baseball.

Section 9.14. Confidentiality.

The Company has advised the City that the information to be included in the Project Documents may contain confidential commercial information relating to the Company and its business and affairs that is protected from public disclosure under applicable law, and that premature disclosure thereof will have a material adverse business and financial impact on the Company. Accordingly, the City agrees that it will follow all procedures established by applicable law that give the Company the right to contest the public disclosure of confidential commercial and business information relating to the Company and its affiliated business entities.

Section 9.15. Successors and Assigns.

The provisions hereof shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. Except as expressly provided herein, this Agreement may not be assigned without the prior written consent of the other Party; provided however the rights and interest of the Company under this Agreement are assignable to any successor-in-interest of the ownership of the Team, which consent shall not be unreasonably withheld or delayed.

Section 9.16. Entire Agreement: Amendment.

This Agreement (including the Exhibits attached hereto) and the other documents delivered pursuant hereto and referenced herein constitute the full and entire understanding and agreement between the Parties with regard to the subject matter hereof and thereof and supersede any prior or contemporaneous, written or oral agreements or discussions between the Parties. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated, except by a written instrument signed by the Parties.

Section 9.17. Waiver.

No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the Party charged with such waiver or estoppel.

Section 9.18. Notices.

All notices and other communications required or permitted hereunder shall be in writing and shall be mailed by first-class mail, postage prepaid, or delivered by hand, messenger, or reputable overnight courier, and shall be deemed given when received at the addresses of the parties set forth below, or at such other address furnished in writing to the other Parties.

If to the City:	City of Las Vegas 495 South Main St., 7th Floor Las Vegas, Nevada 89101 Attention: City Manager
with copies to:	City of Las Vegas 495 South Main St., 6th Floor Las Vegas, Nevada 89101 Attention: City Attorney
If to the Company:	LV Entertainment Development LLC 601 East Pratt Street, Sixth Floor Baltimore, Maryland 21201 Attention: President
With copies to:	Findlay Sports and Entertainment, LLC 310 North Gibson Road Henderson, Nevada 89014 Attention: Justin Findlay
And to:	LV Entertainment Development LLC 601 East Pratt Street, Sixth Floor Baltimore, Maryland 21201 Attention: General Counsel

Section 9.19. Delays or Omissions.

Except as otherwise provided herein to the contrary, no delay or omission to exercise any right, power or remedy inuring to any Party upon any breach or default of any Party shall impair any such right, power or remedy of such Party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies either under this Agreement or by law or otherwise afforded to the Parties shall be cumulative and not alternative.

Section 9.20. Approvals

(a) The City hereby delegates the authority to the City Manager to negotiate, approve, execute and deliver, on behalf of the City, the Project Documents, Lender's Rights Agreements, Certificates pursuant to Section 8.8 and any documents necessary to effectuate this Agreement to the extent allowed by federal, state, and local law. The City Manager shall have the authority, on behalf of the City, to modify the provisions of Section 8.10.

Section 9.21. Dispute Resolution.

(a) In the event any dispute, controversy or claim between or among the Parties arises under this Agreement or is related in any way to this Agreement or the relationship of the Parties hereunder (a "Dispute or Controversy"), including a Dispute or Controversy relating to the effectiveness, validity, interpretation, implementation, termination, cancellation or enforcement of this Agreement, the Parties shall first attempt in good faith to settle and resolve such Dispute or Controversy by mutual agreement in accordance with the terms of this Section. In the event a Dispute or Controversy arises, either Party shall have the right to notify the other Party that it has elected to implement the procedures set forth in this Section ("DR Notice"). Within fifteen (15) days after delivery of the DR Notice by one Party to the other Party regarding a Dispute or Controversy, a representative from each Party shall meet at a mutually agreed time and place to attempt, with diligence and in good faith, to resolve and settle the Dispute or Controversy. If a mutual resolution and settlement are not obtained at the meeting of the Parties, they shall cooperate in a commercially reasonable manner to determine if techniques such as mediation or other techniques of alternate dispute resolution might be useful. If a technique is agreed upon, a specific timetable and completion date for implementation shall also be agreed upon. If such technique, timetable or completion date is not agreed upon within thirty (30) days after the DR Notice of the Dispute or Controversy was delivered, or if no resolution is obtained through such alternative technique, or if no such meeting takes place within the fifteen (15)-day period, then either Party may by notice to the other Party submit the Dispute or Controversy to arbitration in accordance with the provisions of Section 9.21(b) and Exhibit H. Upon the receipt of notice of referral to arbitration hereunder, the receiving Party shall be compelled to arbitrate the Dispute or Controversy in accordance with the provisions of Section 9.21(b) and Exhibit H without regard to the justiciable character or executory nature of such Dispute or Controversy.

(b) Each Party hereby agrees that any Dispute or Controversy that is not resolved pursuant to the provisions of Section 9.21(a) shall be submitted to binding arbitration hereunder

and, if submitted, shall be resolved exclusively and finally through such binding arbitration. This Section constitutes a written agreement by the Parties to submit to arbitration any Dispute or Controversy arising after the Execution Date.

(c) Notwithstanding any provision of this Agreement to the contrary, either Party may seek injunctive relief or another form of ancillary relief at any time from any court of competent jurisdiction in the State of Nevada. In the event that a Dispute or Controversy requires emergency relief before the matter may be resolved under the provisions of Section 9.21(a) and Exhibit H notwithstanding the fact that any court of competent jurisdiction may enter an order providing for injunctive relief or another form of ancillary relief, the Parties expressly agree that the provisions of this Section and Exhibit H still will govern the ultimate resolution of any portion of the Dispute or Controversy.

Section 9.22. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

Section 9.23. Titles and Subtitles.

The titles of the articles, sections, paragraphs and subparagraphs of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

Section 9.24. Disclosure of Principals.

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, the Company warrants that it has disclosed all principals, including partners or members, of the Company, as well as all persons and entities holding more than one percent (1%) interest in the Company or any principal, partner or member of the Company. The Company shall provide the City with written notification of any material change in the above disclosure within thirty (30) days of any such change.

Section 9.25. Representatives Not Individually Liable.

No member, official, representative, or employee of the City shall be personally liable to the Company or any successor in interest in the event of any default or breach by the City for any amount which may become due to the Company or successor or on any obligations under the terms of this Agreement. No direct or indirect partner, member, representative, or employee of the Company or any of its members shall be personally liable to the City in the event any default or breach by the Company for any amount which may become due to the City or on any obligations under the terms of this Agreement.

This Agreement has been executed and delivered as of the date first written above.

CITY OF LAS VEGAS, NEVADA

By: _____
CAROLYN G. GOODMAN
Mayor, City of Las Vegas

ATTEST: _____
LUANN D. HOLMES, MMC
Acting City Clerk, City of Las Vegas

APPROVED AS TO FORM:

_____
DEWITT F. MCCARLEY, Partner
Parker Poe Adams & Bernstein
Special Counsel to the City of Las Vegas

Date: 2/9/15

City Parkway V, Inc. is executing for purposes of agreeing to convey the land, grant future development rights, grant parking rights on the future development parcels and terminate the Exclusive Negotiation Agreement.

CITY PARKWAY V, INC.

By: _____
ELIZABETH N. FRETWELL, President

ATTEST: _____
SCOTT D. ADAMS, Secretary

APPROVED AS TO FORM:

_____

Date: _____

LAS VEGAS SPORTS & ENTERTAINMENT ASSOCIATES, LLC, a Nevada Limited Liability Company

By: LV Entertainment Development, LLC, a Maryland Limited Liability Company

By: _____
BLAKE L. CORDISH, Authorized Person

and

By: Findlay Sports and Entertainment, LLC, a Nevada limited liability company

By: _____
JUSTIN FINDLAY, Managing Partner

EXHIBIT A

GLOSSARY OF DEFINED TERMS

2018 MLS Season means the regularly scheduled MLS season anticipated to start on or about March 2018 through completion of the last regularly scheduled MLS games.

500 South Main Street Garage means that structured parking garage owned by the City located at 500 South Main Street, Las Vegas, Nevada 89101.

Act of Bankruptcy means, with respect to any Party, that (i) such Party shall have commenced a voluntary case under the Bankruptcy Code or under any other insolvency act or law, state or federal, now or hereafter existing, applied for or consented to the appointment of, or taking of possession by, a receiver, trustee, assignee, custodian or liquidator of all or a substantial part of its assets; (ii) such Party shall have made a general assignment for the benefit of creditors; (iii) such Party shall have been adjudicated bankrupt, or shall have filed a petition or an answer seeking an arrangement with creditors; (iv) such Party shall have taken advantage of any insolvency law, or shall have submitted an answer admitting the material allegations of a petition in bankruptcy or insolvency proceeding; (v) an order, judgment or decree for relief shall have been entered in an involuntary case against such Party, without the application, approval or consent of such Party, by any court of competent jurisdiction appointing a receiver, trustee, assignee, custodian or liquidator, for such Party or for a substantial part of any of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of ninety (90) consecutive days; or (vi) an involuntary petition in bankruptcy against such Party shall have continued undismissed for ninety (90) days after the filing thereof.

Agreement means the Master Development Agreement regarding the Stadium Project dated as of February 18, 2015, by and among the City and the Company, together with all exhibits thereto, as the same may be amended, supplemented, modified, renewed or extended from time to time.

Announcement of Award means the MLS has notified the City and the Company that the MLS intends to award the MLS Franchise to the Company to play its Home Games in the Stadium.

Architect means the licensed architect and its consultants, retained by the Company to perform design services for the Stadium Project.

Assignee shall have the meaning set forth in Section 9.8(b) of this Agreement.

Business Day(s) shall mean a day of the year that is not a Saturday, Sunday, Legal Holiday or a day on which national banks are not required or authorized to close in Las Vegas, Nevada.

Certificate of Occupancy and **Temporary Certificate of Occupancy** means a certificate issued by the City permitting the Stadium to be open for its intended use, including permitting the play of MLS soccer games.

City means the City of Las Vegas, a municipal corporation of the State of Nevada.

City Construction Subaccount shall have the meaning set forth in Section 3.3 of this Agreement.

City Default shall have the meaning set forth in Section 9.4(a) of this Agreement.

City Infrastructure Contribution means the funds paid by the City to fund the Stadium Infrastructure Elements, as described in Exhibit F, which in aggregate will not exceed Thirty One Million Five Hundred Thousand ($31,500,000).

City Revenue Bonds means bonds issued by the City and backed by certain designated revenue sources of the City.

Claim shall have the meaning set forth in Section 9.10(c) of this Agreement.

Cleveland Clinic Campus means that Cleveland Clinic medical campus currently planned for Symphony Park.

Construction Manager at Risk (CMAR) means the person, firm, corporation, or other approved legal entity with whom the Company has entered into a binding legal contract to perform the construction of substantially all of the Stadium Project, including the employment and furnishing of all construction services, labor, materials, equipment, supplies, tools, scaffolding, transportation, utilities, temporary facilities and other things and services of every kind whatsoever necessary for the full performance and completion of the responsibility to obtain permits, procurement of equipment and materials, construction, management, coordination and related obligations with respect to the construction of the Stadium Project under this Agreement, including all completed structures, assemblies, fabrications, acquisitions and installations, and all of the administrative, accounting, record keeping, notification and similar responsibilities of every kind whatsoever.

Community Use Events shall have the meaning set forth in Section 5.4(b) of this Agreement.

Community Use Events Agreement shall have the meaning set forth in Section 5.4(e) of this Agreement.

Company means Las Vegas Sports & Entertainment Associates, LLC, its successors and assigns, and any partially or wholly owned subsidiary of the Company or its successors and assigns, which may be a corporation, limited liability company, joint venture, trust or other

entity, which has assumed responsibility for performing all of part of the obligations of the Company under this Agreement, and/or any of the Project Documents.

Company Completion Guaranty shall have the meaning set forth in Section 2.12 of this Agreement.

Company Construction Subaccount shall have the meaning set forth in Section 3.3 of this Agreement.

Company Default shall have the meaning set forth in Section 9.4(c) of this Agreement.

Company Event means any event conducted at the Stadium, other than Home Games or Community Use Events, including Home MLS events other than Home Games, other professional or amateur sporting events or exhibitions, concerts, general audience, family or other targeted audience shows, performances, and exhibitions.

Company Lender shall have the meaning set forth in Section 8.10 of this Agreement.

Cost Overruns shall have the meaning set forth in Section 3.2 of this Agreement.

Design Documents means a site plan showing the orientation of the Stadium on the Land, location of the field and seating, Stadium elevations, overall Stadium dimensions, schematic plan showing locations for utility tie-ins on the Land, vehicular access points for passenger cars and Stadium service vehicles, schematic level landscaping plan, Stadium Project scope of work, and general schedule of materials.

Dispute or Controversy shall have the meaning set forth in Section 9.21(a) of this Agreement.

DR Notice shall have the meaning set forth in Section 9.21(a) of this Agreement.

Exclusive Negotiation Agreement shall have the meaning set forth in Section 9.12 of this Agreement.

Execution Date means February 18, 2015, the date upon which both the City and the Company executed this Agreement.

First Notice to Proceed means a written communication from the Company to the City indicating that an Announcement of Award has been received by the Company, and that the Parties are in agreement to proceed on the actions listed in Section 6.3 (c) of this Agreement.

Force Majeure Event shall have the meaning set forth in Section 9.6(a) of this Agreement.

Founding Sponsor means the level of sponsorhip, as determined by the Company, equivalent to that of other Founding Sponsors in the Stadium.

Full TIF Net Amount shall have the meaning set forth in Section 4.4(c) of this Agreement.

Future Development Parcels Master Development Agreement means the development agreement entered into by the Parties pursuant to Chapter 278 of Nevada Revised Statutes.

Ground Lease means a long term ground lease of the Land by the City to the Company for the construction and operation of the Stadium containing the terms set forth in Section 5.1(a).

Home Games shall have the meaning set forth in Section 5.1(d) of this Agreement.

Indemnified Party shall have the meaning set forth in Section 9.10(c) of this Agreement.

Indemnitor shall have the meaning set forth in Section 9.10(c) of this Agreement.

Initial Lease Term shall have the meaning set forth in Section 5.2(a) of this Agreement.

Institutional Lender means a state or federally chartered savings bank, savings and loan association, credit union, commercial bank or trust company or a foreign banking institution; an insurance company organized and existing under the laws of the United States or any state thereof or a foreign insurance company; an institutional investor such as, without limitation, a publicly held real estate investment trust, an entity that qualifies as a "REMIC" under the Internal Revenue Code of 1986, as amended, or other public or private investment entity which at the date hereof or in the future, is in the business of investing in the real estate assets or making real estate loans or loans to the owners of a professional sports team, a mutual fund, hedge fund, private equity fund, the lender in a NMTC transaction, such as a community development enterprise, the lender in an EB-5 Immigration loan transaction and/or investment trust; a brokerage or investment banking organization; an employees' welfare, benefits, pension or retirement fund; an institutional leasing company; any governmental agency or entity insured by a governmental agency or any combination of the foregoing or any subsidiary or affiliate created by any of the above.

Land means the land owned in fee simple by CPV and preliminarily identified on Exhibit C to this Agreement.

Las Vegas Community Investment Corporation means Las Vegas Community Investment Corporation, a Nevada non-profit corporation.

Las Vegas Premium Outlets means that outlet retail shopping mall located in the vicinity of Symphony Park and commonly known as Las Vegas Premium Outlets.

Las Vegas Redevelopment Agency ("**RDA**") means the redevelopment agency or a legislative body which has elected to exercise the powers granted to an agency pursuant to NRS 279.382 *et seq.*

Lease Commencement Date means the date of commencement of the term of the Groundlease.

Lender's Rights Agreement shall have the meaning set forth in Section 8.9 of this Agreement.

Live! TM Entertainment District means a retail complex, which may be constructed on one or more stories and contain between 100,000 and 150,000 square feet of space, which is intended to be occupied primarily by bars and nightclubs that have common ownership and that are clustered around a covered plaza with a live performance stage.

Master Plans shall have the meaning set forth in Section 3.2 of this Agreement.

Material Change means any change to the Stadium Project Program Requirements that would result in (i) the seating for the Stadium being less than 19,000 seats; (ii) the Stadium Project not being in substantial compliance with MLS standards at the time of design; or (iii) a material change in the location, orientation, capacity, or design of the Stadium Project Infrastructure Elements.

Major League Soccer (MLS) means the major professional sports league representing the game of soccer's highest level in both the United States and Canada.

MLS Franchise means the operating rights to an MLS team.

MLS Franchise Agreement shall have the meaning set forth in Section 6.1(d)(ii) of this Agreement.

MLS Membership Fee means an irrevocable deposit on or full payment of the money necessary for the award of the MLS Franchise to the Company.

Mortgagee means the secured party under a Mortgage.

Mortgages means a mortgage of the Company's interest in the Stadium for financing the cost of construction of the Stadium.

New Agreement and **New Agreement Notice** shall each have the meaning set forth in Section 8.10(d) of this Agreement.

New Markets Tax Credit (NMTC) shall have the meaning set forth in Section 3.5 of this Agreement.

NMTC Commitment shall have the meaning set forth in Section 6.3(c) of this Agreement.

Non-Disturbance Agreements shall have the meaning set forth in Section 8.6 of this Agreement.

Non-Relocation Agreement means the agreement by the Parties to be executed prior to December 31, 2015, which shall require the designation of the Stadium as the home field of the Team, with a good faith commitment to commence play no later than the 2018 season, and to play all of its regularly scheduled Home Games in the Stadium thereafter through the end of the regular season ending thirty (30) years.

Owner Participation Agreement means an agreement between the Las Vegas Redevelopment Agency and the Company by which the Las Vegas Redevelopment Agency will issue taxable, tax increment subordinate lien notes in an amount equal to the Stadium's portion of future real property taxes payable to the Las Vegas Redevelopment Agency.

Parking License Agreement shall have the meaning set forth in Section 4.3 of this Agreement.

Parkway Center means the district identified in the Downtown Centennial Plan as one of the districts of Downtown Las Vegas which encompasses approximately 264 acres including the Symphony Park sub-district.

Parties and **Party** shall each have the meanings set forth in the first paragraph of this Agreement.

Permitted MLS Franchise Transfer shall have the meaning set forth in Section 8.3(a)(viii) of this Agreement.

Permitted Transfers shall have the meaning set forth in Section 8.3(a)of this Agreement.

Planning Fund means the planning fund described in the ENA.

Project Cost shall have the meaning set forth in Section 3.1 of this Agreement.

Project Documents means the following documents: this Agreement, a Ground Lease, a Parking License Agreement, a Team Non-Relocation Agreement, a Future Development Parcels Parking License Agreement, a Future Development Parcels Master Development Agreement, Company Completion Guaranty, a Community Use Event Agreement, an Owner Participation Agreement for tax increment financing, and such other agreements as the Parties may mutually agree to.

Sales Tax Anticipated Revenue (STAR) Bonds means a written communication from the Company to the City indicating that the Company intends to execute an MLS Franchise Agreement and that the Parties are in agreement to proceed with the actions listed in Section 6.3 (d) of this Agreement.

Second Notice to Proceed means a written communication from the Company to the City indicating that the actions described in the First Notice to Proceed have occurred, and that the Parties are in agreement to proceed on the actions listed in Section 6.3(d) of this Agreement.

Smith Center for the Performing Arts means that Smith Center for Performing Arts building complex located in Symphony Park.

Stadium means an open air stadium designed to MLS standards that is capable of holding other entertainment related events; VIP parking area adjacent to the stadium (excluding parcels O-1 and O-2); loading docks, retail spaces and restaurants (inside and outside the stadium), offices, locker rooms, and training facilities; other imediately adjacent areas to service the stadium; and, those areas used by Stadium patrons before, after, and during Stadium Events and Community Use Events.

Stadium Events means any event conducted at the Stadium, including Home Games, MLS Games or other professional or amateur sporting events or exhibitions; concerts, general audience, family or other targeted audience shows, performances or exhibitions, other than Community Use Events.

Stadium Plans shall have the meaning set forth in Section 2.2 of this Agreement.

Stadium Program Requirements shall have the meaning set forth in Section 2.1 of this Agreement. The preliminary stadium program requirements, as described in Exhibit E, is for illustrative purposes only

Stadium Project means the development and construction of the Stadium and the Land.

Stadium Project Budget means the budget for construction and development of the Stadium Project, which will be approximately $200 million, subject to subsequent adjustments based on the infrastructure and preparation costs and the completion of final design and architectural plans and final construction costs for the Stadium Project. The preliminary stadium project budget, as described in Exhibit D, is for illustrative purposes only.

Stadium Project Construction Fund shall have the meaning set forth in Section 3.3 of this Agreement.

Stadium Project Infrastructure Elements shall have the meaning set forth in Section 2.3 of this Agreement. The preliminary stadium project infrastructure elements, as described in Exhibit F, are for illustrative purposes only.

Stadium Project Site shall have the meaning set forth in Section 4.1 of this Agreement.

Stadium Suites means suites similar to those in other stadiums where MLS teams play the majority of their home games, excluding National Football League stadiums and Major League Baseball stadiums.

State CMAR Law shall have the meaning set forth in Section 2.5 of this Agreement.

Substantial Completion means achieving a Temporary Certificate of Occupancy from the City's Building Official.

Surface Parking Property shall have the meaning set forth in Section 4.3(d) of this Agreement.

Symphony Park means that master planned community located in the City of Las Vegas, Nevada constructed on Symphony Park.

Symphony Park Garage shall have the meaning set forth in Section 4.3(a) of this Agreement.

Team shall have the meaning set forth in first recital of this Agreement.

Ticket Tax means any fee, tax, charge, rate increase added to any tickets sold within the Stadium, where such increase was not solely caused by the Company or MLS.

Tourism Improvement District ("**TID**") shall have the meaning set forth in Section 4.3(a) of this Agreement.

Total Public Contribution means (i) the deposit of the City Infrastructure Contribution into the City Construction Subaccount in an amount not to exceed $31,500,000 to complete the Stadium Project Infrastructure Elements preliminarily described in Exhibit F; and (ii) the deposit of $25,000,000 of net proceeds from the City Revenue Bonds into the City Construction Subaccount.

Transfer shall have the meaning set forth in Section 8.1 of this Agreement.

Use Agreements means a use, lease, sublease, license, concession, advertising, service, maintenance, occupancy or other agreement for the conduct of any permitted use, the use or occupancy of any space or facilities at the Stadium Project or the location of any business or commercial operations in or on the Stadium Project or any part thereof.

Users shall have the meaning set forth in Section 8.4(a) of this Agreement.

Wayfinding Signage means any signage (static or electronic) used to identify the location of the Stadium, and may include, at the Company's discretion, the name of the Stadium, including any sposors of the Stadium or Team.

EXHIBIT B

GOVERNING PROVISIONS

The following Governing Provisions shall apply to and govern this Agreement.

1. **Survival.** Any term or provision of this Agreement, which is not directly referenced in the Project Documents, shall survive for a term equal to the term of the Ground Lease.

2. **Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable in any jurisdiction, as to such jurisdiction, the remainder of this Agreement, or the application of such term or provision to the persons or circumstances other than those as to which such term or provision is held invalid or unenforceable in such jurisdiction, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the Parties hereby waive any provision of law that renders any provision thereof prohibited or unenforceable in any respect.

3. **Parties in Interest; Limitation on Rights of Others.** The terms of this Agreement shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any Person (other than the Parties and their permitted successors and assigns and as expressly provided herein) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained therein or any standing or authority to enforce the terms and provisions of this Agreement.

4. **Counterparts.** This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. All signatures need not be on the same counterpart.

5. **No Limitation on Citv's and/or CPV's Governmental Functions.** The Parties acknowledge that the City and CPV are governmental authorities, and that no representation, warranty, consent, approval or agreement in this Agreement by the City and CPV shall be binding upon, constitute a waiver by or estop the City and CPV, from exercising any of its rights, powers or duties in connection with its governmental functions, nor will any portion of this Agreement be deemed to waive any immunities granted to the City and CPV when performing their respective governmental functions, which are provided under applicable law. Any consent to jurisdiction by the City and CPV is only with respect to matters arising in its capacity as a Party to this Agreement and expressly does not constitute a waiver of the City and CPV's legal immunity or a consent to jurisdiction for any actions, omissions or circumstances, in each case solely arising out of the performance of the City and CPV's governmental functions. It is acknowledged that Company's rights and remedies in connection with any injury, damage or

other claim resulting from any action, omission or circumstances arising out of the City and CPV's exercise of their respective governmental functions shall be governed by the laws and regulations concerning claims against the City and CPV as governmental entities, which rights and remedies against the City and CPV with regard to actions by the City and CPV in exercising their respective governmental functions to remain unaffected by this Agreement.

6. **Non-liability of the City and CPV' s Officials and Company's Employees.** No member of any legislative, executive, or administrative body of, or affiliated with the City and CPV or their respective related parties, and no official, agent, employee or representative of the City and CPV or their respective related parties shall be personally liable to the Company or any person holding by, through or under the Company, for any actions taken in his or her capacity as an official, agent, employee or representative of such person in the event of any default or breach by the City and CPV, or for any amount which may become due to the Company or any person holding by, through or under the Company, or for any other obligation, under or by reason of this Agreement. No officer, director, shareholder, member, agent, employee or representative of the Company or its direct or indirect members or its related parties shall be personally liable to the City and CPV or any person holding by, through or under the City and CPV, for any actions taken in his or her capacity as an officer, director, shareholder, agent, employee or representative of such person in the event of any default or breach by the Company, or for any amount which may become due to the City and CPV holding by, through or under the City and CPV, or for any other obligation, under or by reason of this Agreement. The foregoing shall not limit, waive or release the obligations of the guarantor under the guaranty.

7. **Time.** Times set forth in this Agreement for the performance of obligations shall be strictly construed, time being of the essence of this Agreement. All provisions in this Agreement which specify or provide a method to compute a number of days for the performance, delivery, completion or observance by a Party of any action, covenant, agreement, obligation or notice hereunder shall mean and refer to days, unless otherwise expressly provided. However, in the event the date specified or computed under such instrument for the performance, delivery, completion or observance of a covenant, agreement, obligation or notice by either Party, or for the occurrence of any event provided for herein, shall be a day other than a Business Day, then the date for such performance, delivery, completion, observance, or occurrence shall automatically be extended to the next calendar day that is Business Day.

8. **Interpretation and Reliance.** No presumption will apply in favor of any Party in the interpretation of this Agreement or in the resolution of any ambiguity of any provision hereof.

9. **Attorneys' Fees.** If any Party to this Agreement defaults in the performance of any covenants, obligations or agreements of such Party contained in this Agreement and the other Party hereto places the enforcement of this Agreement, or any part thereof, or the exercise of any other remedy therein provided for such default, in the hands of an attorney who files suit upon the same (either by direct action or counterclaim) or seeks arbitration to handle same, the non-prevailing Party shall pay to the prevailing Party its reasonable attorneys' fees, costs of arbitration and costs of court. In addition to the foregoing award of attorneys' fees to the prevailing Party, the prevailing Party shall be entitled to its attorneys' fees incurred in any post

judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Agreement into any judgment or award on this Agreement.

10. **Joint and Several Liability.** If the Company at any time comprises more than one person, all such persons shall be jointly and severally liable for the performance of every obligation of the Company under this Agreement.

11. **Relationship of the Parties; No Partnership.** The relationship of the City and the Company under this Agreement is that of independent parties, each acting in its own best interests, and notwithstanding anything in this Agreement to the contrary, no aspect of this Agreement shall create or evidence, nor is it intended to create or evidence, a partnership, joint venture or other business relationship or enterprise between the City and the Company. As such, the City shall have no direct supervision of or obligation to the employees of the Company and any communication of employee matters shall be through the City Representative.

12. **Non-Merger of Estates.** The interests of the City, CPV, and the Company in the Agreement shall at all times be separate and apart, and shall in no event be merged, notwithstanding the fact that this Agreement or the estates created hereby, or any interest therein, may be held directly or indirectly by or for the account of the person who shall own the fee title to the Land, the Future Development Parcels or any portion thereof; and no such merger of estates shall occur by operation of law, or otherwise, unless and until all persons at the time having any interest in the Land, the Future Development Parcels or any portion thereof shall join in the execution of a written instrument effecting such merger of estates.

EXHIBIT C

PRELIMINARY STADIUM PROJECT MAP

EXHIBIT D

PRELIMINARY STADIUM PROJECT BUDGET

Soft Costs	
Stadium Design, Engineering and Architectural	$7,850,000
Legal, Permits, Fees, Pre-construction	$10,500,000
Administration, Insurance, Financing, Contingency	$10,250,000
Subtotal Soft Costs	28,600,000
Hard Costs	
Construction	$142,000,000
Stadium Systems and FF&E	$9,500,000
Contingency	$20,000,000
Subtotal Hard Costs	$171,500,000
Total Stadium Project Budget	**$200,100,000**

EXHIBIT E

PRELIMINARY STADIUM PROGRAM REQUIREMENTS

General. An open-air stadium that has a playing field designed to accommodate Major League Soccer ("MLS") matches, other field events like rugby or lacrosse, and entertainment related events. The stadium shall be designed to accommodate a minimum of 19,000 people for MLS matches. The stadium will contain multiple levels for seating, vertical circulation, camera platforms, mechanical and electrical systems similar to those found in other MLS stadiums in the United States, a commissary, media facilities, and team facilities such as locker rooms and areas for coaching staff.

Premium Seating. The stadium will include thirty-four (34) private suites and approximately one-thousand (1,000) premium club seats. Club lounges, restrooms, coat check and prep kitchens will be located near premium seating.

Compliance. The stadium will include seating and vertical transportation in accordance with the Americans with Disabilities Act. It will also be constructed according to applicable building code requirements.

Team Store. The stadium will have a location for a team store and include kiosks that will be available for the sale of other related merchandise.

Ticket Sales. The stadium will include facilities for the sale of tickets. This includes customer service areas, and ticketing windows or kiosks.

Commissary Kitchen and Food Vendors. The commissary kitchen will include dry storage areas, coolers and freezers, beverage pump rooms, offices, and lockers for employees. The facilities will be designed to serve various food vendors within the stadium.

Media Facilities. The stadium media facilities will include event level media facilities and connections, and press box.

Team Facilities. The stadium team facilities will include home team and visitor locker rooms, may include various other auxiliary locker rooms, coaches' locker room, officials' locker room, and doping control room.

Administrative Facilities. Administrative facilities will include a lobby, offices, conference room, and administrative support spaces.

Facilities Management. There will be sufficient facilities in the stadium for game day management, operations storage, team marketing storage, security, maintenances shops, hazardous materials storage (as typical for similar stadiums in the US), grounds keeping, trash room, loading dock, event staff, housekeeping, janitor closets, laundry and uniform storage.

Mechanical and Electrical. The stadium will contain sufficient mechanical rooms, electrical, audio-visual and IT facilities, telephone rooms, fire pump room, and emergency generator.

Heat Mitigation. The stadium will be designed to mitigate the heat associated with the City of Las Vegas in the summer months according to MLS standards. This includes a large canopy, mechanical systems to cool the players and fans, and grounds keeping systems to protect the field or turf.

EXHIBIT F

PRELIMINARY STADIUM INFRASTRUCTURE ELEMENTS

The cost to complete the Stadium Project Infrastructure Elements will exceed the City Infrastructure Contribution. Pursuant to the Agreement, the City shall not be responsible for any costs above the City Infrastructure Contribution. All capitalized words contained in this Exhibit shall have the same meaning given in the attached Master Development Agreement Regarding the Las Vegas MLS Stadium Development Project Between The City of Las Vegas and Las Vegas Sports & Entertainment Associates, LLC.

The Stadium Project Infrastructure Elements shall be defined as those certain on-site improvements and certain off-site improvements required to serve the Stadium Project, including but not limited to: all curb, gutter, sidewalk, sewer, storm drain, water, roads, pavement, striping, drainage, subgrade improvements, hardscape, landscape, primary electrical service, traffic signals, traffic mitigation improvements, on-site and off-site lighting; soil compaction; impact fees; building permit fees; design and engineering; contractor costs; excavation, grading; environmental mitigation and environmental clean-up activities performed and completed upon or prior to completion of Stadium Project construction as evidenced by a Certificate of Occupancy; field improvements and related systems; structural support elements; fencing; underground improvements; moisture protection; and, other mechanical system improvements below-grade and at-grade that service the Stadium Project.

Notwithstanding the foregoing, the City shall not be responsible for expending any funds from the City Infrastructure Contribution subsequent to completion of the Stadium Project construction as evidenced by a Certificate of Occupancy ("Completion Date").

EXHIBIT G

FORM COMPLETION GUARANTY

[Defined terms to be conformed to Ground Lease definitions and appropriate boilerplate lease references to be inserted into section 15]

GUARANTY OF COMPLETION

THIS GUARANTY OF COMPLETION (this "Guaranty") is made this ___day of _____, 201__, by and between _____, a _____ and having its address at _____ (the "City"), and _____, a duly organized and existing _____ having its address at _____ (the "Guarantor").

RECITALS

WHEREAS, in order to induce the City to enter into the _____ (the "Lease Agreement") with _____ (the "Lessee"), the Guarantor has agreed to execute and deliver this Guaranty.

GUARANTY

NOW THEREFORE, to induce the City to enter into the Lease Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby covenants and agrees as follows:

1. Provided that the City is not in material default of its obligations under the Lease Agreement and the Project Documents are in full force and effect and are not subject to court challenge, from and after the Delivery of Possession Date Guarantor absolutely and unconditionally guarantees to the City that Lessee shall cause Substantial Completion to occur in accordance with the provisions of the Lease;

2. Provided that the City is not in material default of its obligations under the Lease Agreement and the Project Documents are in full force and effect and are not subject to court challenge, if Lessee fails to do the matters specified in Paragraph 1 on or before the time periods set forth in the Lease, immediately upon such failure to perform, Guarantor shall:

(a) cause Substantial Completion to occur;

(b) remove any lien arising from the Lessee or its efforts to cause the Substantial Completion to occur;

(c) pay all costs and expenses incurred in doing (a) or (b) of this paragraph 2, and pay to or reimburse the City for all expenses incurred by the City with respect to its carrying out

of obligations otherwise imposed upon Lessee under the Lease Agreement regarding (a) or (b) of this Paragraph 2.

3. The Guarantor expressly agrees that the City may, in its sole and absolute discretion, without notice to or further assent of the Guarantor and without in any way releasing, affecting or impairing the obligations and liabilities of the Guarantor hereunder: (i) waive compliance with, or any defaults under, or grant any other indulgences with respect to, the Lease Agreement; (ii) modify, amend, or change any provisions of the Lease Agreement; (iii) grant extensions or renewals of or with respect to the Lease Agreement or effect any release, compromise or settlement in connection with the Lease Agreement; (iv) make advances for the purpose of performing any term or covenant contained in the with respect to the Lease Agreement which Lessee shall be in default beyond any applicable notice and cure period contained in the Lease; (v) assign or otherwise transfer this Guaranty or any interest therein or herein; and (vi) deal in all respect with Lessee as if this Guaranty were not in effect. The obligations of the Guarantor under this Guaranty shall, except as provided herein, be unconditional, absolute and irrevocable and shall continue in full force and effect until Substantial Completion, as required by the terms and conditions of the Lease Agreement.

4. Subject to the terms of this Guaranty, the liability of the Guarantor under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by the City of any remedies it may have against Lessee or its successors and assigns with respect to the Lease Agreement whether pursuant to the terms thereof or by law. Without limiting the generality of the foregoing, the City shall not be required to make any demand on Lessee or its successors and assigns or to pursue or exhaust its remedies against the premises or any part thereof or against Lessee or its successors and assigns before, simultaneously with or after enforcing its rights and remedies hereunder against the Guarantor. Any one or more successive or concurrent actions may be brought hereon against the Guarantor either in the same action, if any, brought against Lessee or its successors or assigns and any other guarantor in separate actions, as often as the City, may deem advisable.

5. (a) The Guarantor hereby expressly waives (i) presentment and demand for payment and protest non-payment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder or under the Lease Agreement; (iv) demand for observance or performance of, or enforcement of, any terms or provisions of this Guaranty or the Lease Agreement; and (v) all other notices and demands otherwise required by law which the Guarantor may lawfully waive.

(b) None of the Guarantor's obligations under this Guaranty or any remedy for the enforcement thereof shall be impaired, limited, modified, mitigated, changed, released or otherwise affected in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Lessee under the Lease Agreement or by reason of bankruptcy of Lessee or by reason of any creditor or bankruptcy proceeding instituted by or against Lessee. In addition, the liability of Guarantor shall in no way be impaired, limited, modified, mitigated, changed, released or otherwise affected in any manner whatsoever by (i) the release or discharge of the Lessee in any creditors' proceeding, receivership, bankruptcy or other special proceedings,

or the commencement or pendency of any such proceedings; or (ii) the impairment, limitation or modification of the liability of Lessee or the estate of the Lessee in bankruptcy or of any remedy for the enforcement of Lessee's liability under any instrument, evidencing any obligation under this Guaranty, or under any other instrument executed and delivered in connection therewith, resulting from the operation of any present or future provision of the United States Bankruptcy Code or other statute or from a decision in any court.

(c) The Guarantor also waives trial by jury in any action brought on or with respect to this Guaranty and agrees that in the event this Guaranty shall be enforced by suit or otherwise, the Guarantor will reimburse the City, upon demand, for all expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees.

6. If the Guarantor shall advance any sums to Lessee or its successors or assigns or if Lessee or its successors or assigns shall hereafter become indebted to the Guarantor, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing to the City under the Lease Agreement. Nothing herein contained shall be construed to give the Guarantor any right of subrogation in and to the Lease Agreement or all or any part of the City's interest therein, until all amounts owing to the City have been paid in full.

7. Any notice, demand, request or other communication which the City may desire to give to the Guarantor with respect to this Guaranty, shall be deemed sufficient if given to Guarantor, at the address set forth above, or such other address as Guarantor may direct, in writing and in accordance with the provisions of Section ____ of the Lease Agreement, which is hereby incorporated into this Guaranty. Any notice from Guarantor to City shall be in writing and given to City in accordance with the provisions of Section ____ of the Lease Agreement.

8. All rights and remedies afforded to the City, by reason of this Guaranty, the Lease Agreement or by law, are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by the City in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by the City unless in writing and duly signed by the City. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of the City and no single or partial exercise of any right or remedy hereunder shall preclude other or further exercise thereof or any other right or remedy.

9. If any provision, or part of any provision, contained in this Guaranty shall for any reason be determined to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining part(s) of the provisions of this Guaranty.

10. This Guaranty shall inure to the benefit of, and be enforceable by, the City, its successors and assigns, and shall be binding upon, and enforceable against, the Guarantor and its heirs, personal representatives and assigns.

11. This Guaranty shall not create any rights in any surety under payment and performance bonds, among the surety, if any, Lessee, the general contractor, and the City, with respect to the Project, either as a third party beneficiary, or in any other manner, it being understood and agreed that this Guaranty is intended for the sole benefit of the City, or such other party as the City may designate in its sole discretion.

12. This Guaranty shall be construed under the laws of the State of Nevada.

13. This Guaranty shall terminate upon Substantial Completion. Upon such termination, at the request of the Guarantor, the City shall mark this Guaranty cancelled and return the original of same to the Guarantor.

14. Unless otherwise defined herein, or the context otherwise requires, each capitalized term utilized herein shall have the meaning ascribed to it in the Lease Agreement.

15. The provisions of Sections _____, ____, _____, _____ and ___ of the Lease Agreement are incorporated herein by reference, *mutatis mutandis*.

IN WITNESS WHEREOF, the Guarantor has executed and sealed this Guaranty on the date first above written.

GUARANTOR:

_____,
_____

By: _____
Name:
Title:

EXHIBIT H

DISPUTE RESOLUTION PROCEDURE

1. If a technique for alternate dispute resolution such as mediation is not mutually agreed to by the Parities, or if a timetable or completion date for such technique is not mutually agreed upon within thirty (30) days after the DR Notice of the Dispute or Controversy was delivered, or if no resolution is obtained through such alternative technique, or if no such meeting takes place within the fifteen (15) day period, all in accordance with the terms of Section 9.21(a), then either Party may by notice to the other Party submit the Dispute or Controversy to non-binding mediation administered jointly by the Parties to the mediation and otherwise in accordance with the Construction Industry Claim Resolution Procedures of the American Arbitration Association (AAA) then in effect. Unless otherwise agreed by the Parties, the Parties shall select a pre-qualified mediator. Within seven (7) days after the selection of the mediator, the Parties and the mediator shall participate in a pre-mediation conference to determine the time and place of the mediation and the procedures that will govern the mediation. The cost and expense of the mediator shall be equally shared by the Parties and each party shall submit to the mediator any information or position papers that the mediator may request to assist in resolving the Dispute or Controversy. The Parties will not attempt to subpoena or otherwise use as a witness any person who serves as a mediator, will assert no claims against the mediator as a result of the mediation, and will hold the mediator harmless from claims by third Parties arising out of or relating to the mediation provided for in this Agreement.

2. In the event of any Dispute or Controversy arising by or between the Parties, each Party shall continue to perform as required under the Agreement notwithstanding the existence of such Dispute or Controversy.

3. Unless the Parties otherwise agree, if a Dispute or Controversy has not been settled or resolved within sixty (60) days after the initial meeting of the Parties to resolve and settle the Dispute or Controversy as provided in Section 9.21(a) of this Agreement, then such Dispute or Controversy shall be submitted to, and resolved exclusively and finally through the following arbitration process ("Arbitration"):

i. Except as set forth below, the Arbitration shall be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and conducted pursuant to such rules, as such rules are in effect as of the time the Dispute or Controversy is submitted to the AAA for Arbitration.

ii. The Parties may mutually agree to use one (1) individual person to conduct the Arbitration who is mutually agreed to by both Parties ("Arbitrator"). Except as provided in 3(ii) of this Exhibit, an panel (the "Arbitration Panel") will formed that consists of three (3) Arbitrators. The AAA will provide a maximum of ten

candidates as arbiters to the Parties for selection, none of whom shall currently reside in Las Vegas, Nevada, Philadelphia, Pennsylvania, Kansas City, Missouri, or Baltimore, Maryland, or be or at any time have been an employee of, or engaged or otherwise contracted by, any Party or MLS. Each of the Parties shall rank the list of up to ten (10) Arbitrators and submit their preferences in ranked order to AAA. AAA shall then select the three top vote-getters and those three shall constitute the Arbitration Panel. In proposing a list of candidates for Arbitrators, AAA will take into account the parties' desire to obtain potential Arbitrators with significant experience in the construction and development of comparable sports or entertainment facilities.

iii. Barring extraordinary circumstances, an initial conference with the Arbitration Panel shall be scheduled to take place in Las Vegas, Nevada within thirty (30) days after the appointment of the third Arbitrator. At such conference, a schedule shall be established for such discovery, if any, as a majority of the Arbitration Panel deems appropriate in light of the nature of the Dispute or Controversy and the Parties' desire to resolve Disputes or Controversies in a prompt and cost effective manner, and the date of the Arbitration hearing shall be established by vote of a majority of the Arbitration Panel.

iv. Barring extraordinary circumstances, the award will be rendered not later than fourteen (14) days from the date of the conclusion of the hearing.

v. Unless the affected Parties otherwise agree, the Arbitration shall take place in Las Vegas, Nevada. Each Party irrevocably consents to the delivery of service of process with respect to any Arbitration in any manner permitted for the giving of notices under this Exhibit.

vi. The Arbitration Panel shall not have the authority to alter, change, amend, modify, waive, add to or delete from any provision of this Agreement.

vii. If the Parties initiate multiple arbitration proceedings, the subject matters of which are related by common questions of law or fact and which could result in conflicting awards or obligations, such proceedings shall be consolidated into a single arbitral proceeding.

viii. Notwithstanding anything contained in the AAA rules to the contrary, the Arbitration Panel may award attorney's fees and costs in connection with the Arbitration in accordance with Section 9 of Exhibit B.

ix. All provisions of this Agreement applicable to Disputes or Controversies generally shall apply to the Arbitration.

x. Any decision of the Arbitration Panel shall be in writing, shall state the basis of the award and shall include both findings of fact and conclusions of law. Any award rendered in any Arbitration pursuant to this Exhibit shall be final and binding upon the parties and non-appealable, and a judgment of any court having jurisdiction may be entered on any such award.

xi. In no event shall a demand for arbitration be made after the date upon which institution of legal or equitable proceedings based on the Dispute or Controversy would be barred by the applicable statute of limitations; provided, however, notwithstanding anything in the Agreement to the contrary, if any Dispute or Controversy has not been resolved to the mutual agreement of the Parties within any applicable statute of limitation period, then either party may commence litigation on such Dispute or Controversy prior to the expiration of such period in order to preserve its rights.

xii. Any arbitration arising out of or relating to the Agreement may include, by consolidation or joinder or in any other manner, other persons substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Dispute or Controversy not described therein or with a person or entity not named or described therein. The agreement to arbitrate under this Exhibit shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The award of the arbitrators may be entered as a judgment in any court of competent jurisdiction.

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.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Block 1	Contracting Entity
Las Vegas Sports & Entertainment Associates, L.L.C.	
Charles F. Jacobs	
601 East Pratt Street , 6th Floor Baltimore, MD, 21202	
(410) 752-5444	
EIN or DUNS	

Block 2	Description:
Master Development Agreement Regarding The Las Vegas MLS Stadium Development Project	
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.	Findlay Sports and Entertainment, LLC, a Nevada limited liability company	310 N. Gibson Road Henderson, NV 89014	702-982-4001
2.	LV Entertainment Development, LLC, a Maryland limited liability company	601 E. Pratt Street, 6th Floor, Baltimore, MD 21202	410-752-5444
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: 2

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.

Blake L. Cordish
Authorized Person

February 8, 2015

State of Maryland
~~County~~ City of Baltimore

This instrument was acknowledged before me on

February 9th, 2015 (date) by

Blake L. Cordish (name of person)

Notary Public -

EMILY WOOD
My Commission Expires
NOTARY PUBLIC
5-25-15
BALTIMORE CITY, MD

DISCLOSURE OF PRINCIPALS FORM
Addendum to Exclusive Negotiation Agreement and Predevelopment Schedule

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

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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.

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CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 1	Contracting Entity
	LV Entertainment, LLC, a Maryland limited liability company
Name	Blake Cordish
Address	601 E. Platt Street Baltimore, MD 21202
Telephone	410-752-5444
EIN or DUNS	

Block 2	Description
Subject Matter of Contract/Agreement:	**Addendum to Exclusive Negotiation Agreement and Predevelopment Schedule**
RFP	N/A

Block 3	Type of Business							
☐	Individual	☐	Partnership	X	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.	David S. Cordish	601 E. Platt Street Baltimore, MD 21202	410-752-5444
2.	Blake Cordish	Same as above	Same as above
3.	Jonathon Cordish	Same as above	Same as above
4.	Reed Cordish	Same as above	Same as above
5.	Joseph S. Weinberg	Same as above	Same as above
6.	Charles F. Jacobs	Same as above	Same as above
7.	Port Telles	Same as above	Same as above
8.	~~Gary Block~~ JJ.	Same as above	Same as above
9.	Zed Smith	Same as above	Same as above
10.	Chase Martin	Same as above	Same as above
11.	Taylor Gray	Same as above	Same as above

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.

_____
Name

11-17-14
Date

State of Nevada
County of Clark

This instrument was acknowledged before me on

November 17, 2014 (date) by

J Port Telles (name of person)

_____
Notary Public -

JOANN CROLLI
Notary Public-State of Nevada
APPT NO 02-79131-1
My App. Expires September 18, 2018

DISCLOSURE OF PRINCIPALS FORM
Addendum to Exclusive Negotiation Agreement and Predevelopment Schedule

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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2. Policy

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CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 1	Contracting Entity
	Findlay Sports & Entertainment, LLC
Name	Justin Findlay
Address	310 N Gibson Road Henderson, NV 89014
Telephone	
EIN or DUNS	

Block 2	Description
Subject Matter of Contract/Agreement:	**Addendum to Exclusive Negotiation Agreement and Predevelopment Schedule**
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.	Clifford Justin Findlay	310 N Gibson Road	702-982-4001
2.	Clifford Joe Findlay	Same as above	Same as above
3.	Donna Findlay	Same as above	Same as above
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			

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.

_____
Name

11-17-2014
Date

State of Nevada
County of Clark

This instrument was acknowledged before me on

November 17, 2014 (date) by

Justin Clifford Findlay (name of person)

_____
Notary Public -

JOANN CROLLI
Notary Public-State of Nevada
APPT NO 02-79131-1
My App. Expires September 16, 2016

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
Discussion for possible action to consider whether or not to appeal the Order re: Petition for Writ of Mandamus or Writ of Mandamus regarding the sufficiency of signatures pertaining to a stadium-related initiative petition (Case No. A712812, Robert T. Beers, et al. v City of Las Vegas) - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
This item seeks direction concerning whether or not to appeal the Order re: Petition for Writ of Mandamus or Writ of Mandamus in the above referenced matter.

RECOMMENDATION:
Provide direction

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **55.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: DETENTION AND ENFORCEMENT
DIRECTOR: MICHELLE FREEMAN ☐ **Consent** ☒ **Discussion**

SUBJECT:

Discussion for possible action regarding a Second Amended and Restated Lease Agreement for Animal Shelter Facility/The Animal Foundation Campus, an Amended and Restated Animal Care and Shelter Services Agreement, and an Interlocal Agreement with Jurisdictions Regarding Proposed Regional Animal Shelter Campus between the City of Las Vegas, The Animal Foundation (TAF) and Clark County, regarding animal shelter services provided by TAF, located at 655 North Mojave Road ($543,885 - Detention & Enforcement General Fund) - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $543,885
Funding Source: General Fund
Dept./Division: Detention & Enforcement

PURPOSE/BACKGROUND:

The City currently leases property at Mojave Road and Harris Avenue to The Animal Foundation (TAF) for the purpose of providing animal shelter services in accordance with our animal control ordinances, as well as provide other pet adoption, education, and veterinary services. The City has a current shelter services agreement with the TAF. These agreements provide additional funding to 1) enable the TAF to sell debt for the critical renovation of the Animal Shelter renovation, and 2) establish a reasonable capital reserve fund for future capital repairs and maintenance. Refer to Agenda Memo for additional details.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

1. Agenda Memo
2. Second Amended and Restated Lease Agreement for Animal Shelter Facility/The Animal Foundation Campus
3. Amended and Restated Animal Care and Shelter Services Agreement
4. Interlocal Agreement with Jurisdictions Regarding Proposed Regional Animal Shelter Campus

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 18, 2015
DEPARTMENT: CITY MANAGER'S OFFICE
ITEM DESCRIPTION: Discussion for possible action regarding a Second Amended and Restated Lease Agreement for Animal Shelter Facility/The Animal Foundation Campus, an Amended and Restated Animal Care and Shelter Services Agreement, and an Interlocal Agreement with Jurisdictions Regarding Proposed Regional Animal Shelter Campus between the City of Las Vegas, The Animal Foundation (TAF) and Clark County, regarding animal shelter services provided by TAF, located at 655 North Mojave Road ($543,885) - Detention & Enforcement General Fund) - Ward 3 (Coffin)

The City currently leases property at Mojave Road and Harris Avenue to The Animal Foundation (TAF) for the purpose of providing animal shelter services in accordance with LV Municipal Code Title 7, as well as providing other pet adoption, education, and veterinary services. TAF has separate shelter service agreements with North Las Vegas (NLV) and Clark County (CC), and the current shelter facility was constructed by a combination of TAF contributions and CC funding. The city of Las Vegas (LV) currently leases the land to TAF for $1/year through November 2046, and the current LV shelter services agreement runs through December 2015, with 2 five-year options to 2015. While the TAF provides the non-shelter services under their non-profit foundation, the shelter services are funded through shelter service agreements with CC, NLV, and LV based on the proportion of animals impounded by each entity (approximately 39% from LV, 46% from CC, and 15% from NLV). The below table summarizes the complete picture of the overall TAF operations and funding:

Local Government Shelter Services Contract	**TAF Funded Services**
Animal care for the 72-hour legal-hold period	Animal care post-legal hold period
General services: • Housing & general care • Medical & behavioral assessment	General services: • Housing & general care • Adoption • Foster • Rescue • Volunteer
Funding: Clark County: $ 1,946,082 (46.5%) Las Vegas: $ 1,614,683 (38.5%) North Las Vegas: $ 628,863 (15.0%) Total: $ 4,189,628	Funding: 100% TAF funded through donations and fees, estimated at $5,160,000
Percent of total TAF operation funding: **44.8%**	Percent of total TAF operation funding: **55.2%**

The shelter is in need of significant renovation to meet our needs, one of which is to protect the animals from the spread of contagious disease. While CC and NLV concur with us on the need for the shelter renovation, NLV is unwilling to fund their share of the cost increases due to their current financial condition (they intend to run out their current TAF shelter services agreement to

2025). Consequently, the new Interlocal Agreement with TAF and CC splits the shelter related cost increases 50/50, but prevents TAF from extending or entering into a new agreement with NLV for shelter services without a waiver from both the LV and CC. Meanwhile, NLV will continue to fund their portion under their existing agreement (i.e., without funding increases for renovation and capital reserves). TAF intends to finance our portion of the renovation, and fund a capital reserve, through the Amended Animal Care and Shelter Services Agreement. The new Shelter Capital Reserve funding begins in 2017 at $220,000, subject to CPI increases, and will be set-aside in a specific account for future capital repairs and replacements of the Animal Shelter facility. The Amended and Restated Lease Agreement cleans up some of the prior language and resets the 50 year term through 2065. This will enable TAF to issue its own private placement tax exempt bonds. The Renovation Funding Commitment of the current shelter for the City will be based on our share of the TAF bond financing, but not to exceed $660,000 annually in the first 5 years, and thereafter adjusted to reflect our share of the actual debt service payments.

The funding increases per the shelter services agreement are subject to an annual non-appropriation clause, and there is no anticipated FY 2015 impact as both the Shelter Renovation Funding and the Shelter Capital Reserve Funding will not commence until FYs 2017 and 2016, respectively. The obligation to fund our share of the pre-construction cost ($543,885) has already been funded in the FY15 Final Budget.

SECOND AMENDED AND RESTATED
LEASE AGREEMENT
FOR
ANIMAL SHELTER FACILITY/THE ANIMAL FOUNDATION CAMPUS

THIS SECOND AMENDED AND RESTATED LEASE AGREEMENT FOR ANIMAL SHELTER FACILITY/THE ANIMAL FOUNDATION CAMPUS (this "Restated Lease Agreement") is made and entered into effective as of the ___ day of _____, 2015 ("Effective Date"), by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("Landlord" or the "City"), and The ANIMAL FOUNDATION, a Nevada nonprofit corporation ("Tenant"). Landlord and Tenant are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, as of _____, 2015, Tenant has entered into an Amended and Restated Animal Care and Shelter Services Agreement, with the City and with Clark County, Nevada, and has an existing Shelter Service Agreement dated May 21, 2008 with the City of North Las Vegas, Nevada (as from time to time amended, renewed and/or extended, collectively, the "Services Agreements"), which require, among other things, Tenant to manage and operate certain of the Improvements (as defined below) for the care and shelter of animals.

WHEREAS, pursuant to the Services Agreements, Tenant is the contract provider of care and shelter for animals delivered to Tenant by the respective residents, animal control officers and law enforcement officers of Clark County, Nevada, the City of North Las Vegas, Nevada and Landlord (each an "Entity" and collectively, the "Entities").

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement for Animal Shelter Facility, dated November 20, 1996, as amended by that certain First Amendment, dated as of December 7, 1998, as further amended by that certain Second Amendment, dated March 1, 2000 and Third Amendment dated as of April 16, 2003 (collectively, the "Original Agreement"), which was amended and restated in its entirety by that certain First Amended and Restated Lease Agreement for Animal Shelter Facility, dated October 1, 2005 (the "First Amended and Restated Lease Agreement").

WHEREAS, pursuant to the First Amended and Restated Lease, Tenant leases the Property (as defined below) from Landlord and Tenant owns the improvements currently located on the Property including the Lied Animal Shelter Building, Dog Adoption Bungalows and related temporary adoption and administration facilities as depicted on Exhibit "B" attached hereto. Tenant intends to renovate the Lied Animal Shelter Building and to construct (in multiple phases as referenced in Sections 1 and 7) new buildings and improvements on the Property totaling approximately 28,500 square feet of space consisting of an adoption center, administrative offices, a veterinarian tech training center, a public education/multipurpose center, an animal barn, a central plant, a columbarium and other related improvements and facilities.

WHEREAS, for the foregoing described purposes and elsewhere described in this Restated Lease, Landlord and Tenant desire to amend and restate the First Amended and Restated Lease Agreement in its entirety as set forth in this Restated Lease Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants hereinafter set forth, the Parties agree as follows:

1. **PROPERTY**

In consideration of rents, covenants and agreements contained in this Restated Lease Agreement, Landlord leases to Tenant, and Tenant leases from Landlord that certain improved and unimproved real property consisting of approximately 8.391 acres in its "As Is" condition, situated along Mojave Road and Harris Avenue in the City of Las Vegas, Clark County, Nevada, bearing Clark County Assessor's Parcel Number 139-25-405-008 as depicted on the Parcel Map attached hereto as Exhibit "A", and depicted on the Site Map attached hereto as Exhibit "B", which are incorporated herein as if fully set forth herein (the "Property"). The parties acknowledge that Parcel Number 139-25-405-008 which transpired by action of a recorded survey relates to the land identified as Lot 1 on the Parcel Map dated March 8, 2004 and recorded as Instrument #01785, in File #106, Page #0075 of Parcel Maps Official Records Book No. 20040308 in the Office of County Recorder, Clark County, Nevada.

The Parties acknowledge that (i) prior to the Effective Date and under the terms of the Original Agreement and/or the First Amended and Restated Lease Agreement, Tenant constructed the Lied Animal Shelter Building, including the Phase II (Shelter Expansion) and the Phase I (Dog Adoption Bungalows) each as depicted on Exhibit "B" attached hereto, and (ii) following the Effective Date, Tenant agrees to renovate the Lied Animal Shelter Building and construct the Phase III Improvements (Adoption Center, Offices, Vet Training, Education Center, Barn and Central Plant) and the Phase IV Improvements (Additional Parking and Courtyard Improvements) all as depicted on Exhibit "B" attached hereto and referenced in Section 7 (together with all related improvements, facilities and appurtenances, the "Improvements").

Notwithstanding Tenant's agreement above to accept the Property in its as-is condition, the City acknowledges that Tenant has incurred certain costs relating to the environmental site remediation of the Property. Tenant has submitted claims relating to these costs to the City and the City has reimbursed Tenant the amount of $815,307.05. In consideration of such payment to Tenant, Tenant agrees to release and forever waive all claims for environmental site remediation costs or damages on the Property that may be required for the Improvements constructed or to be developed and constructed by Tenant. Tenant further agrees to diligently inspect the Property and to design and construct the Phase III Improvements and Phase IV Improvements accordingly.

2. **TERM**

The term of this Restated Lease Agreement (the "Term") shall commence on the Effective Date and shall terminate on the fiftieth (50th) anniversary of the Effective Date unless terminated earlier as elsewhere provided in this Restated Lease Agreement.

3. **RENT**

Tenant agrees to pay to Landlord, in advance, at such place as Landlord may designate, without prior demand therefor, the sum of One Dollar ($1.00) per year, with each yearly payment being due and payable on the first day of December.

4. **USE, ASSIGNMENT AND ENCUMBRANCES**

Tenant and each of the Sublessees (as defined and to the extent permitted in this Section 4 below) may use the Property to construct, renovate, operate, use and manage the Improvements for (i) the care and shelter of animals, (ii) an extended stay adoption center, (iii) a veterinary technical school and medical facility, (iv) community education and training, (v) administrative offices, (vi) a columbarium, (vii) other uses related to the mission of Tenant, and (viii) any other uses related or incidental to any of the foregoing, including, without limitation, retail uses (provided such retail space does not exceed 2,000 square feet of the Improvements) and all uses contemplated by the Services Agreements.

Tenant agrees not to assign this Restated Lease Agreement, sublet the Property, use or permit the Property to be used for any purpose other than that described in this Section 4, except with the prior written consent of Landlord. Any such assignment or sublease made without the required consent shall be void. Notwithstanding anything to the contrary in this Restated Lease Agreement, to assist Tenant with the financing and costs of the Improvements (or any portion thereof), Landlord acknowledges and agrees that Tenant shall have the right to lease, sublease, license or otherwise grant rights use portions of the Property and/or Improvements during the Term (a) to a veterinary technician school and medical facility, (b) to such persons or entities selling retail goods and providing services related to the uses of the Property authorized pursuant to this Section 4 (occupying no more than 2,000 square feet of the Improvements), and (c) to such persons or entities facilitating use of the community education center (collectively, the "Sublessees").

Except as described in Section 12, Tenant further agrees not to allow any liens or encumbrances to be placed against the Property or any mortgages during the Term without the written consent of Landlord whose consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything to the contrary in this Restated Lease Agreement, Landlord acknowledges and agrees that Tenant shall have the right to contest any liens or encumbrances placed against the Property and if Tenant contests such liens or encumbrances in good faith and due diligence it shall not be deemed in breach of the provisions of this Section 4.

5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS/ORDINANCES

Tenant shall obtain any and all federal, state and local permits and licenses required for its use of the Property as described in Section 4. Tenant further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws, now in force or which hereafter may be in force with respect to the Property. Landlord agrees to use its best efforts to assist and cooperate with Tenant obtaining approval of entitlements and development-related permits for the construction and renovation of the Improvements and any other permits, easements and licenses required for Tenant's use of the Property as described in this Restated Lease Agreement.

6. MAINTENANCE OF THE PROPERTY

Tenant shall maintain the Property and every part thereof in a clean, neat and orderly condition, free of objectionable noise, odors or nuisances (except reasonable noise and odors inherent in connection with the care and sheltering of animals) and will in all respects and at all times fully comply with health, safety and police regulations, including all laws, regulations, statutes or codes concerning the use, storage or maintenance of hazardous materials on the Property. Tenant shall further not suffer or permit any person to commit any waste on the Property. Tenant shall be responsible for security of the Property.

7. COVENANT OF DESIGN AND CONSTRUCTION

Landlord acknowledges and agrees that Tenant has completed construction of those portions of the Improvements as set forth in Section 1. Tenant and Landlord acknowledge and agree that Tenant will design, develop and construct and renovate the other portions of the Improvements as depicted on Exhibit "B" attached hereto as follows:

A. Tenant covenants that it shall complete the renovation of the Lied Animal Shelter Building and construction of the barn depicted on Exhibit "B" attached hereto no later than three (3) years after the Effective Date.

B. Tenant covenants that it shall complete the design and construction of the Phase III Improvements depicted on Exhibit "B" attached hereto no later than four (4) years after the Effective Date.

C. Tenant covenants that it shall complete the Phase IV Improvements depicted on Exhibit "B" attached hereto no later than six (6) years after the Effective Date.

The cost and expense of any and all Improvements upon the Property is the complete and sole responsibility of Tenant, except any items the City specifically agrees to fund through a separate agreement. Landlord agrees that it will cooperate with and facilitate Tenant securing of all necessary building and other permits required to enable Tenant to perform the obligations in this Section 7. In addition, Landlord agrees that it will cooperate with and facilitate Tenant in securing sufficient parking for the uses of the Property described in this Restated Lease Agreement. Landlord further agrees that it shall provide or cause to be provided to Tenant construction staging areas and parking during the construction and/or renovation of the

Improvements in locations adjacent to the Property and as reasonably acceptable to Tenant, which construction parking Landlord agrees (at Tenant's election) may be located on Landlord's property located on the north side of Harris Avenue adjacent to the Early Learning Center located at 2901 East Harris Avenue, Las Vegas, Nevada 89101.

8. PERFORMANCE SECURITY

Tenant shall furnish to Landlord, not later than fifteen (15) calendar days prior to the commencement of construction of the Phase III Improvements and Phase IV Improvements as depicted on Exhibit "B" attached hereto, evidence reasonably acceptable to Landlord that Tenant has established and funded a construction disbursement account with funds available to pay one hundred percent (100%) of the aggregate amount of the contracts for the construction of the Phase III Improvements or Phase IV Improvements (as applicable). During the construction of such Improvements and until Substantial Completion (as defined below), Tenant agrees that it will provide monthly statements to Landlord from the construction disbursement account bank showing the balance is sufficient to pay one hundred percent (100%) of the then unpaid portions of the aggregate amount of the contracts for the construction of such Improvements. "Substantial Completion" shall be deemed to have occurred, when (i) Tenant's architect delivers to Landlord a certificate that the subject Improvements have been completed with the exception of minor punch list items and insubstantial details of construction, mechanical adjustment or decoration, in accordance with the plans and specifications for such Improvements or (ii) Tenant shall have obtained and furnished to Landlord a copy of the approved certificate of occupancy for the Improvements.

Landlord shall execute and record a Notice of Nonresponsibility pursuant to NRS 108.234 following the execution of this Restated Lease Agreement.

9. ALTERATIONS, IMPROVEMENTS AND CHANGES PERMITTED

Tenant shall have the right to make such alterations, improvements and changes to the Improvements or the Property that may from time to time be deemed necessary by Tenant for its use of the Property or the Improvements, provided that any such alterations, improvements or changes to the Improvements or the Property are made in accordance with all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws with respect to the Property and the Improvements. Landlord will in no event make any alterations, improvements or other changes of any kind to the Improvements or the Property, except with written consent from the Tenant, which consent Tenant may reasonably withhold.

10. DISPOSITION OF THE IMPROVEMENTS

The Improvements constructed by Tenant on the Property, and all alterations, improvements, changes or additions made thereto shall be the property of Tenant subject, however, to the obligation of Landlord to purchase same provided in this Section 10 and subject to the terms and conditions of Section 16.

A. Termination or Expiration of Landlord Services Agreement.

a. Subject to the terms and conditions of Section 16, if Landlord terminates the Services Agreement to which Landlord is a party because of a default by Tenant thereunder, then this Restated Lease shall continue in effect until expiration of the Term and Landlord shall purchase the Lied Animal Shelter Building (and no other portion of the Improvements) from Tenant for a purchase price equal to the lesser of (i) the hard costs (exclusive of any interest or financing charges) of the Lied Animal Shelter Building; or (ii) the then fair market value of the Lied Animal Shelter Building. In accordance with the terms and conditions of Article 6 of the Services Agreement to which Landlord is a party, the purchase price for the Lied Animal Shelter Building under this Section 10.A.a. shall be reduced in the amount of $500,000.00 or an amount as amended by such Services Agreement.

b. Subject to the terms and conditions of Section 16, if the Services Agreement to which Landlord is a party is terminated for any reason other than a default by Tenant thereunder or such Services Agreement expires by its terms, then this Restated Lease shall continue in effect until expiration of the Term and Landlord shall purchase the Lied Animal Shelter Building (and no other portion of the Improvements) from Tenant for a purchase price equal to the greater of (i) the hard costs (exclusive of any interest or financing charges) of the Lied Animal Shelter Building; or (ii) the then fair market value of the Lied Animal Shelter Building.

If Landlord purchases the Lied Animal Shelter Building from Tenant pursuant to this Section 10.A., Landlord and Tenant shall enter into an agreement on commercially reasonable terms allocating Tenant space within the Lied Animal Shelter Building so that Tenant is able to continue to conduct a public animal clinic and to fully perform its obligations under the other Services Agreements then in effect, which allocation of space shall be based in proportion to the then-current usage of the space within the building and the number of animals originating from the jurisdiction of the other Entities that were housed at the Lied Animal Shelter Building by Tenant during the preceding calendar year. Landlord and Tenant shall each bear their own costs in negotiating the foregoing described agreement. Landlord and Tenant agree that they shall enter into any other agreements necessary for their shared use of the Property during the remainder of the Term if Landlord purchases the Lied Animal Shelter Building pursuant to this Section 10.A.

Within ninety (90) days following the termination or expiration of the Services Agreement to which Landlord is a party, Landlord shall purchase the Lied Animal Shelter Building from Tenant and Tenant shall sell to Landlord the Lied Animal Shelter Building for the amount to be determined pursuant to this Section 10.A.

B. Termination or Expiration of this Restated Lease Agreement.

a. Subject to the terms and conditions of Section 16, if this Restated Lease Agreement is terminated for an event of default by Tenant as set forth in Section 15 of this Restated Lease Agreement, then Landlord shall purchase the Improvements from Tenant for a price equal to the lesser of (i) the hard costs (exclusive of any interest or financing charges) of the Improvements, or (ii) the then fair market value of the Improvements.

b. Subject to the terms and conditions of Section 16, if this Restated Lease Agreement is terminated for any reason other than an event of default by Tenant as set forth in Section 15 or the Term expires, then Landlord shall purchase the Improvements from Tenant for a price equal to the greater of (i) the hard costs (exclusive of any interest or financing charges) of the Improvements, or (ii) the then fair market value of the Improvements.

If this Lease Agreement terminates pursuant to this Section 10.B., Landlord and Tenant shall enter into an agreement on commercially reasonable terms allocating Tenant space within the Lied Animal Shelter Building so that Tenant is able to continue to conduct a public animal clinic and to fully perform its obligations under the Services Agreements then in effect, which allocation of space shall be based in proportion to the then-current usage of the space within the building and the number of animals originating from the jurisdiction of the Entities that were housed at the Lied Animal Shelter Building by Tenant during the preceding calendar year. Landlord and Tenant shall each bear their own costs in negotiating the foregoing described agreement. Landlord and Tenant agree that they shall enter into any other agreements necessary for their shared use of the Property during the remainder of Tenant's obligations under the Services Agreements if Landlord purchases the Improvements pursuant to this Section 10.B.

Within ninety (90) days following the termination or expiration of this Restated Lease Agreement, Landlord shall purchase the Improvements from Tenant and Tenant shall sell to Landlord the Improvements for the amount to be determined pursuant to this Section 10.B.

C. Fair Market Value.

Fair market value of the Lied Animal Shelter Building and/or other Improvements (as applicable) shall be determined by a qualified appraiser appointed by Landlord and a qualified appraiser appointed by Tenant, which appraisers must be appointed as promptly as possible but in no event twenty (20) days after the date that Landlord's right and obligation to purchase the Lied Animal Shelter Building and/or other Improvements (as applicable) arises. If such appraisers have not agreed upon the fair market value of the Lied Animal Shelter Building and/or other Improvements (as applicable) within thirty (30) days after such appointment, the appraisers appointed by Landlord and Tenant shall appoint a third qualified appraiser. Within thirty (30) days after being appointed, such third qualified appraiser shall determine the fair market value of the Lied Animal Shelter Facility and/or other Improvements (as applicable). Each appraiser appointed pursuant to this Section 10 must be an MAI appraiser (or equivalent) specializing in commercial real estate with at least five (5) years' continuous and active experience in Clark County, Nevada. Each appraiser shall be independent and shall have no financial interest in the property being appraised other than to earn a customary fee. The charges for services of each appraiser, if any, shall be borne by the party who selected that appraiser and the charges for the third appraiser shall be borne equally by Landlord and Tenant. The ninety (90) day closing date referenced in this Section 10 above shall be extended to a date that is thirty (30) business days after the date of the final appraisal if such appraisal is not completed within such ninety (90) day period.

The terms and conditions of this Section 10 shall survive termination or expiration of this Restated Lease Agreement.

11. UTILITIES

Tenant shall fully and promptly pay for all water, gas, heat, light, power, telephone services and other public utilities of every kind furnished to the Property throughout the term of this Restated Lease Agreement, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation and maintenance of the Property and all activities conducted thereon, and Landlord shall have no responsibility of any kind for payment of any such utilities.

12. INDEMNITY

Tenant will protect, defend, indemnify and save harmless Landlord from and against any and all liability arising after the commencement of the Original Agreement, including damages, demands, claims, suits, liens, and judgments of whatever nature including, but not limited to, claims for contribution or indemnification for injuries to or death or any person or persons or damage or loss to the Property or any part thereof caused by, in connection with, or arising out of any activities undertaken by or at the direction of Tenant. Tenant's obligation to protect, defend, indemnify, and save harmless as set forth in this Section 12 shall include any and all reasonable attorneys' fees incurred by Landlord in the defense or handling of said suits, demands, judgments, liens and claims and all investigation expenses incurred by Landlord in enforcing or obtaining compliance with the provisions of this Restated Lease Agreement.

Subject to the limitations and immunities in NRS Chapter 41 and the release provision in Section 1.1 of this Restated Lease Agreement, Landlord will protect, defend, indemnify and save harmless Tenant from and against any and all liability arising before the commencement date of the Original Agreement, including damages, demands, claims, suits, liens, and judgments of whatever nature including, but not limited to, claims for contribution or indemnification for injuries to or death or any person or persons or damage or loss to the Property or any part thereof caused by, in connection with, or arising out of any activities undertaken by or at the direction of Landlord. Landlord's obligation to protect, defend, indemnify, sand save harmless as set forth in this Section 12 shall include any and all reasonable attorneys' fees incurred by Tenant in the defense of handling of said suits, demands, judgments, liens and claims and all reasonable investigation expenses incurred by Tenant in enforcing or obtaining compliance with the provision of this Restated Lease Agreement.

13. TENANT'S RIGHT TO MORTGAGE

Tenant may, with approval of Landlord, which approval Landlord shall not unreasonably withhold, delay, or condition, mortgage its interest in this Restated Lease Agreement, or pledge, sale-leaseback, or otherwise assign this Restated Lease Agreement as security for financing. In this Restated Lease Agreement any mortgage, pledge, sale-leaseback, and/or assignment for security shall be referred to as a mortgage, and the holder thereof shall be referred to as either holder or mortgagee.

Before seeking approval from Landlord to mortgage its interest in this Restated Lease Agreement, Tenant shall present proof that any mortgagee of this Restated Lease

Agreement will, in the event such mortgagee succeeds to Tenant's interest in this Restated Lease Agreement, by foreclosure or otherwise, agree to be bound by all terms and conditions of this Restated Lease Agreement. If any mortgagee breaches the terms of this Restated Lease Agreement, Landlord may at its sole discretion terminate this Restated Lease under the conditions of Section 16, and mortgagee shall have no recourse against Landlord.

Landlord, upon providing Tenant any notice of default under this Restated Lease Agreement, or a termination of this Restated Lease Agreement, shall at the same time provide a copy of such notice to every mortgagee. No such notice by Landlord to Tenant shall be deemed to have been duly given unless and until a copy thereof has been so provided to every mortgagee. Upon expiration of the period of time given Tenant to cure such defaults, if such defaults have not been cured, Landlord shall notify every mortgagee of such fact, and such mortgagees shall have an additional cure period with respect to that default of thirty (30) days, if the default is capable of being cured by the payment of money, and forty-five (45) days if such default is not capable of being cured by the payment of money. If a mortgagee shall during such applicable cure period:

a. Notify Landlord of such mortgagee's desire to nullify any termination of this Restated Lease Agreement by Landlord;

b. Pay or cause to be paid all rent and/or other payments then due and in arrears as specified in the notice to such mortgagee and which may become due during the mortgagee's applicable cure period or periods; and

c. Comply, or in good faith and with reasonable diligence commence to comply, with all nonmonetary requirements of this Restated Lease Agreement then in default and capable of being complied with by such mortgagee, then this Restated Lease Agreement shall not terminate provided that thereafter such mortgagee pays or causes to be paid the rent and other monetary obligations of Tenant under this Restated Lease Agreement as the same become due and continues its good faith efforts to perform all of Tenant's other obligations under this Restated Lease Agreement, shall within six (6) months after expiration of such mortgagee's cure periods, take steps to acquire or sell Tenant's interest in this Restated Lease Agreement by foreclosure of the mortgage or other appropriate means and prosecute the same to completion with due diligence. If a mortgagee complies with this Section 13 and Tenant's leasehold estate created hereby is acquired by such mortgagee or its designee or any other purchaser at a foreclosure sale or otherwise, this Restated Lease Agreement shall continue in full force and effect as if Tenant had not defaulted under this Restated Lease Agreement. Notwithstanding the foregoing, no mortgagee or designee shall be required to cure any default of Tenant not reasonably susceptible of being cured by such mortgagee or its designee in order to reinstate this Restated Lease Agreement as provided above or as a condition of entering into any New Lease (as hereinafter defined). Landlord shall accept any performance of Tenant's obligations under this Restated Lease Agreement by or at the instigation of such mortgagee as if the same has been done by Tenant.

Nothing in this Section 13 shall be construed to require a mortgagee to continue any foreclosure proceedings after a default has been cured. If the default shall be cured and the mortgagee shall discontinue its foreclosure proceedings, this Restated Lease Agreement shall

continue in full force and effect as if Tenant had not defaulted under this Restated Lease Agreement.

The making of a mortgage shall not be deemed to constitute an assignment or transfer of this Restated Lease Agreement or of the leasehold estate hereby created, nor shall any mortgagee, as such, be deemed to be an assignee or transferee of this Restated Lease Agreement or of the leasehold estate hereby created so as to require such mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of Tenant to be performed hereunder, but the purchaser at any sale of this Restated Lease Agreement and of the leasehold estate hereby created in any proceedings for the foreclosure of any mortgage, or the assignee or transferee of this Restated Lease Agreement and of the leasehold estate hereby created under any instrument of assignment or transfer in lieu of the foreclosure of any mortgage, shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of Tenant to be performed hereunder from and after the date of such purchase and assignment, but only for so long as such purchaser or assignee is the owner of the leasehold estate.

In the event of the termination of this Restated Lease Agreement as a result of Tenant's default, Landlord shall, in addition to providing the notices of default as required above, give each mortgagee written notice that this Restated Lease Agreement has been terminated, together with a statement of all sums which would at that time be due under this Restated Lease Agreement but for such termination, and of all other defaults, if any, then known to Landlord. Subject to necessary approvals, Landlord agrees to enter into a new lease ("New Lease") of the Property with such mortgagee or its designees for the remainder of the term of this Restated Lease Agreement, effective as of the date of termination and upon the terms, covenants and conditions of this Restated Lease Agreement, provided:

i. Such mortgagee shall make written request upon Landlord for such New Lease within sixty (60) days after the date such mortgagee receives Landlord's notice of termination of this Restated Lease Agreement given pursuant to this Section 13.

ii. Such mortgagee or its designee shall pay or cause to be paid to Landlord at the time of the execution and delivery of such New Lease any and all sums which would at the time of execution and delivery thereof be due pursuant to this Restated Lease Agreement but for such termination and, in addition thereto, all reasonable expenses, including reasonable attorney's fees, which Landlord shall have incurred by reason of such termination and the execution and delivery of the New Lease and which have not otherwise been received by Landlord.

iii. Such mortgagee or its designee shall agree to remedy any of Tenant's defaults on which said mortgagee was notified by Landlord's notice of termination and which are reasonably susceptible of being so cured by the mortgagee or its designee.

iv. Any New Lease shall be prior to any mortgage or other lien, charge or encumbrance on the fee of the Property and the tenant under such New Lease shall have the same right, title and interest in and to the Property and the Improvements thereon as Tenant had under this Restated Lease Agreement.

v. The tenant under any such New Lease shall be liable to perform the obligations imposed on the tenant by such New Lease only during the period such person has ownership of such leasehold estate.

If more than one mortgagee shall request a New Lease pursuant to this Section 13, Landlord shall enter into such New Lease with the mortgagee whose mortgage is prior in lien or with the designee of such mortgagee. Landlord, without liability to Tenant or any mortgagee with an adverse claim, may rely upon a mortgagee title insurance policy issued by a responsible title insurance company doing business in Nevada as the basis for determining the appropriate mortgagee who is entitled to such New Lease.

So long as any mortgage is in existence, unless all mortgagees shall otherwise expressly consent in writing, the fee title to the Property and the leasehold estate of Tenant therein created by this Restated Lease Agreement shall not merge but shall remain separate and distinct, notwithstanding the acquisition of said fee title and leasehold estate by any one entity, by purchase or otherwise.

Subject to necessary approvals, Landlord agrees to amend this Restated Lease Agreement from time to time to the extent reasonably requested by any prospective mortgagee, provided that such proposed amendments do not materially and adversely affect the rights of Landlord or its interest in the Property.

Tenant's share, as provided by this Restated Lease Agreement, of the proceeds arising from an exercise of the power of eminent domain shall be disposed of as provided for by any mortgage.

Landlord shall, without charge, at any time and from time to time, within thirty (30) days after written request from Tenant to do so, certify by written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or proposed purchaser, or any other person, firm or corporation specified in such request: (a) as to whether this Restated Lease Agreement has been supplemented or amended and, if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Restated Lease Agreement, in accordance with its tenor; (c) as to the existence of any default hereunder; (d) as to the existence of any offsets, counterclaims or defenses hereto on the part of Tenant; (e) as to the commencement and expiration dates of the term of this Restated Lease Agreement; and (f) as to any other matters reasonably requested. Any such certificate may be relied upon by Tenant and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on Landlord.

Notices from Landlord to the mortgagee shall be mailed to the address furnished Landlord pursuant hereto, and those from the mortgagee to Landlord shall be mailed to the address designated pursuant to the provisions of Section 21. Such notices, demands and requests shall be given in the manner described in Section 21 and shall in all respects be governed by the provisions of that Section.

No payment made to Landlord by a mortgagee shall constitute agreement that such payment was, in fact, due under the terms of this Restated Lease Agreement, and a

mortgagee having made any payment to Landlord pursuant to Landlord's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment or portion thereof

14. **INTENTIONALLY DELETED**

15. **EVENTS OF DEFAULT**

The following shall constitute an "event of default" by Tenant under this Restated Lease Agreement:

a. Tenant's failure to perform any material term, condition, or covenant to be performed by Tenant pursuant to this Restated Lease Agreement within thirty (30) days after written notice of such failure; provided however, that if such failure is not capable of being cured within said thirty (30) day period, Tenant must commence said cure and continue same as due diligence until the cure is effected; or

b. Tenant being adjudicated a bankrupt under any federal or state insolvency statute.

16. **TERMINATION AND REMEDIES**

Subject to the provisions of Section 10, upon the occurrence of any of the events set forth above in Section 15 (after the expiration of any applicable grace period) Landlord may at Landlord's option terminate this Restated Lease Agreement by written notice to Tenant, in which event, Tenant shall surrender possession of the Property (including the Improvements) to Landlord. Should Landlord terminate this Restated Lease Agreement, it may recover from Tenant all damages actually incurred by Landlord by reason of such event of default, including the cost of recovering possession of the Property and reasonable attorney's fees. Within ninety (90) days following the termination of the Restated Lease Agreement, Landlord shall purchase the Improvements from Tenant and Tenant shall sell to Landlord the Improvements for the amount to be determined pursuant to Section 10. Landlord and Tenant acknowledge and agree that Tenant intends to fund construction and renovation of the Improvements through the proceeds of one or more series of bonds or other financing arrangements (collectively, the "Renovation Financing"). Notwithstanding anything to the contrary in this Restated Lease Agreement, Landlord shall not have the right to terminate this Restated Lease Agreement prior to expiration of the Term until such time as any and all principal, interest, fees, reimbursements, redemption premiums, prepayment penalties and any and all other liabilities or payment obligations, whether absolute or contingent, payable under or in connection with the Renovation Financing (collectively, the "Renovation Financing Obligations") have been satisfied in accordance the applicable Renovation Financing agreements and documents. Until such time that the Renovation Financing Obligations have been satisfied in accordance with the applicable Renovation Financing agreements and documents, Landlord may elect either of the following as its sole and exclusive remedy for an event of default (i) to receive a monetary payment from Tenant in an amount reasonably sufficient to compensate Landlord for the actual damages Landlord incurred in connection with such event of default or (ii) seek specific performance of Tenant's obligations under this Restated Lease Agreement.

17. **ACCESS TO PROPERTY**

Tenant shall allow duly authorized representatives of Landlord to conduct such occasional reviews and inspections of the Property and Improvements as Landlord reasonably deems to be appropriate in order to determine whether Tenant is complying with Section 4. Visits by Landlord shall be announced to Tenant at least 24 hours in advance of those visits and shall occur during normal operating hours.

18. **QUIET ENJOYMENT**

Tenant, upon paying the rent and observing and performing all of the terms, covenants, and conditions on its part to be performed hereunder, shall peaceably and quietly enjoy the Property during the Term.

19. **SURRENDER OF PROPERTY**

Except as otherwise provided in this Restated Lease Agreement, at the expiration or authorized termination of this Restated Lease Agreement, Tenant shall surrender the Property in good condition, reasonable wear and tear excepted, and shall deliver all keys to the Improvements to Landlord. Tenant shall have no obligation to remove any Improvements constructed on the Property during the Term. Before surrendering the Property, Tenant shall remove all of its personal property, including Tenant's equipment and furnishings and trade fixtures and shall repair any damage caused by such personal property or the removal thereof. If Tenant fails to remove its personal property and trade fixtures upon the expiration or authorized termination of the Restated Lease Agreement, the same shall be deemed abandoned and shall become the property of Landlord.

20. **HOLDING OVER**

Any holding over after the expiration of the Term or of any renewal term shall be construed to be a tenancy from month to month at the rent herein specified and shall otherwise be on the terms herein specified so far as possible.

21. **MISCELLANEOUS PROVISIONS**

a. **Relationship of Parties**:

Landlord shall have no relationship whatsoever with the operation of the Improvements, except the leasing of the Property and the performance of Landlord's obligations under the Services Agreement to which it is a party. To the extent, if at all, that any relationship, with respect to the Improvements, on the part of Landlord may be claimed or found to exist, Tenant shall be an independent contractor only.

b. **Force Majeure**:

Any Party hereto shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by any cause beyond

that Party's control, including labor disputes, civil commotion, war, governmental regulation or controls, fire or other casualty, inability to obtain any material or service or acts of God.

c. **No Waiver**:

Failure of a Party 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 Restated Lease Agreement shall be deemed to have been waived unless such waiver be in writing signed by the Party waiving same.

d. **Notices**:

Any notice, demand, request, or other instrument which may be or is required to be given under this Restated Lease Agreement shall be delivered in person or sent by United States certified or registered mail, return receipt requested, postage prepaid, at the following addresses:

To Landlord:	City of Las Vegas City Manager's Office 495 S. Main Street Las Vegas, Nevada 89101 Attention: City Manager
with copy to:	City Attorney's Office 495. S. Main Street, 6th Floor Las Vegas, Nevada 89101 Attention: City Attorney
	and
	City of Las Vegas Real Estate Department 333 North Rancho Drive, 8th Floor Las Vegas, Nevada 89106 Attention: Real Estate Administrator
To Tenant:	The Animal Foundation 655 North Mojave Road Las Vegas, Nevada 89101 Attention: Executive Director

Either Party hereto may change its address by giving ten (10) days advance notice to the other Party as provided herein.

e. **Recording**:

Tenant shall not record this Restated Lease Agreement or a memorandum thereof without the written consent of Landlord. Landlord, at its option and at any time, may file this Restated Lease Agreement for recording with the Recorder of the County in which the Property is located.

f. **Partial Invalidity**:

If any provision of this Restated Lease Agreement or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Restated Lease 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 Restated Lease Agreement shall be valid and enforced to the fullest extent permitted by law.

g. **Choice of Law**:

This Restated Lease Agreement is to be construed and governed by the laws of the State of Nevada.

h. **Tenant Defined; Use of Pronouns**:

The word "Tenant" shall be deemed and taken to mean each and every person or party executing this document as a Tenant herein. If there is more than one Tenant, any notice required or permitted by the terms of this Restated Lease Agreement, may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of this Restated Lease Agreement apply in the plural sense where there is more than one Landlord or Tenant and two corporations, associations, partnerships, or individuals males or females, shall in all instances be assumed as though in each case fully expressed.

i. **Provisions Binding on Successors and Assigns**:

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 Tenant shall be construed to be both a covenant and a condition, and if there shall be more than one Tenant, 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 Landlord of the Property, or this Restated Lease Agreement, Landlord shall (irrespective of when such sale or assignment occurs) be entirely relieved of all of its obligations as of the time of such sale or assignment or on the commencement date, whichever is later, and such obligations shall automatically pass to Landlord's successor in interest.

j. **Entire Agreement**:

This Restated Lease Agreement and the exhibits attached hereto, set forth the entire agreement between the Parties. All exhibits mentioned in this Restated Lease

Agreement are incorporated herein by reference. Any prior conversations or writings are merged herein and extinguished. No subsequent amendment to this Restated Lease Agreement shall be binding upon Landlord or Tenant unless reduced to writing and signed by both Parties. Submission of the Restated Lease Agreement for examination does not constitute an option for the Property and becomes effective as a lease only upon execution and delivery thereof by Landlord to Tenant. The captions, paragraph 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 paragraph, subparagraph, section or subsection.

22. **NONDISCRIMINATION**

The Parties agree that the Property will not be segregated with respect to race, color, religion, sex, sexual orientation, gender identity or gender expression, age, national origin, disability, or any other protected status and agree that there will be no segregation or discrimination on such grounds with respect to public utilization of or access to the building and surrounding areas.

23. **MODIFICATIONS**

Upon approval of this Restated Lease Agreement by the City Council and after it has been fully executed by signature of all parties, Landlord designates the City Manager in conjunction with the City Clerk who 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 Restated Lease Agreement such as amendments, escrow document signature authority, adjustments to monetary revenue or expenditure not to exceed Twenty Five Thousand Dollars ($25,000.00), filing and recording of appropriate documents with the County Recorder's Office or the County Tax Assessor's Office, and recordings and filing with the City Clerk's Office. No amendment, change or modification of this Restated Lease Agreement shall be valid unless in writing and signed by all Parties hereto.

24. **DISCLOSURE OF PRINCIPALS**

Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Tenant warrants that it has disclosed, on the form attached hereto as Exhibit "C", all principals, including partners of Tenant, as well as all persons and entities holding more than 1% interest in Tenant or any principal of Tenant. Throughout the Term, Tenant shall notify City in writing of any material change in the above disclosure within 15 days after any such change.

[*Signatures appear on the following page*.]

IN WITNESS WHEREOF, the Parties hereto have executed this First Amended and Restated Lease Agreement on the date set forth above.

CITY OF LAS VEGAS
(LANDLORD)

By:_____
Carolyn G. Goodman, Mayor

ATTEST:

_____,_____
LuAnn D. Holmes, MMC, Acting City Clerk

APPROVED AS TO FORM:

J. Pinaglia 2/5/15
Date

THE ANIMAL FOUNDATION
(TENANT)

BY:_____
_____

ACKNOWLEDGMENTS

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me, a notary public, on this ____ day of _____ 2014, by Carolyn G. Goodman, as Mayor of the City of Las Vegas.

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me, a notary public, on this ____ day of _____, 2014 by _____, as _____ of The Animal Foundation.

EXHIBIT "A"

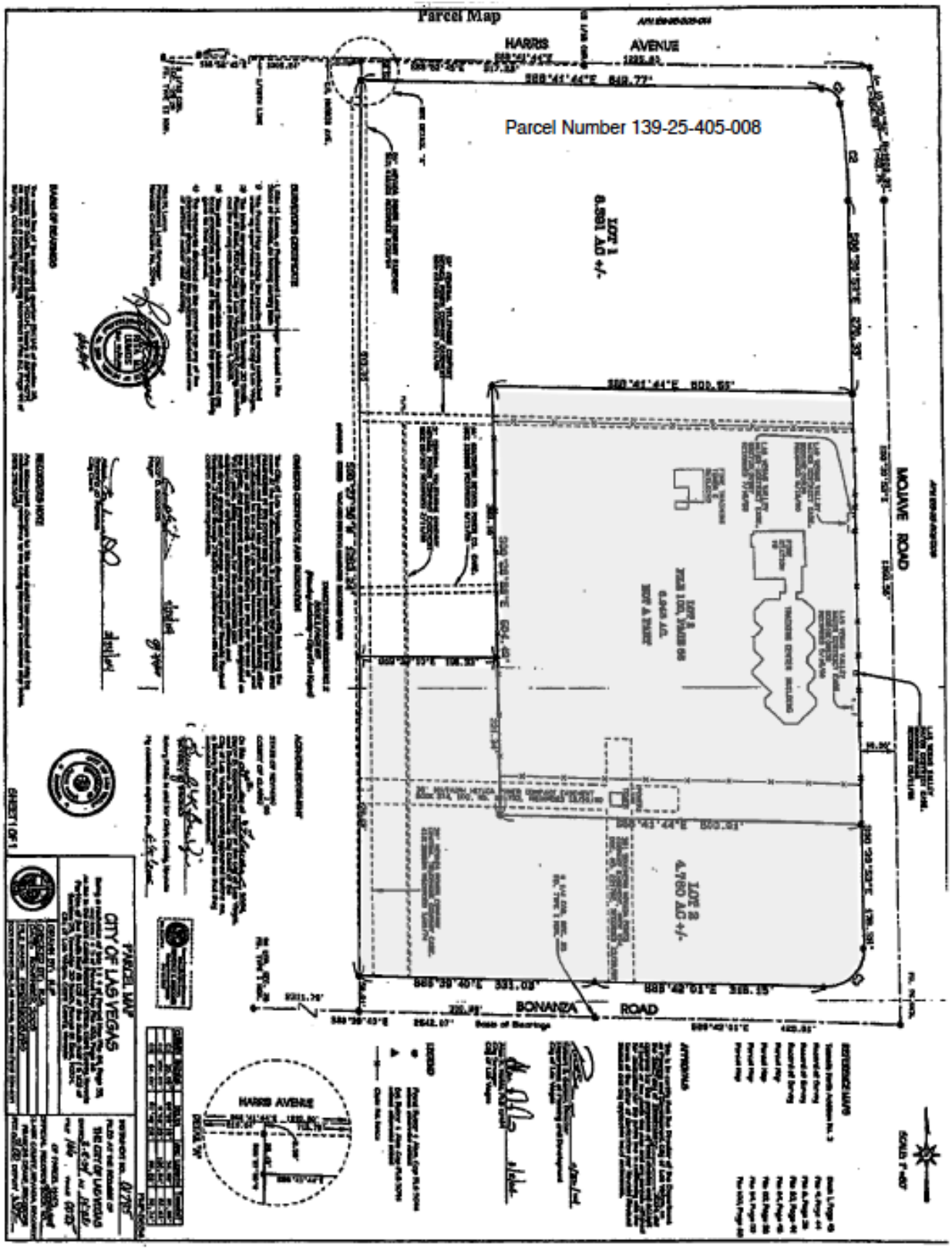

Parcel Map
HARRIS AVENUE
Parcel Number 139-25-405-008
LOT 1
8.991 AC +/-
MOJAVE ROAD
LOT 2
4.780 AC +/-
BONANZA ROAD
HARRIS AVENUE
PARCEL MAP
CITY OF LAS VEGAS
SHEET 1 OF 1

EXHIBIT "B"

Site Map & Improvements

Phase I Improvements – Dog Adoption Bungalows

Phase II Improvements – Shelter Expansion

Phase III Improvements – Adoption Center, Offices, Vet Training, Education Center

Phase IV Improvements – Additional Parking and Courtyard Improvements

EXHIBIT "C"
Disclosure of Principals

The Board of Directors and officers of the Animal Foundation are the following:

Full Name	Business Address	Business Phone
Linda Marvin	655 N. Mojave Rd, Las Vegas, NV 89101	(702) 384-8333
Andrew Vaughan	655 N. Mojave Rd, Las Vegas, NV 89101	(702) 384-8333
Chris Stacey	655 N. Mojave Rd, Las Vegas, NV 89101	(702) 384-8333
Michael Wilkins	655 N. Mojave Rd, Las Vegas, NV 89101	(702) 384-8333
Doug Crosby	655 N. Mojave Rd, Las Vegas, NV 89101	(702) 384-8333
Matthew Frazier	655 N. Mojave Rd, Las Vegas, NV 89101	(702) 384-8333
Marilyn Larson	655 N. Mojave Rd, Las Vegas, NV 89101	(702) 384-8333
Dianne K. Merkey	655 N. Mojave Rd, Las Vegas, NV 89101	(702) 384-8333
Jane Greenspun Gale	655 N. Mojave Rd, Las Vegas, NV 89101	(702) 384-8333
Tom Kaplan	655 N. Mojave Rd, Las Vegas, NV 89101	(702) 384-8333
Vivica Marshall	655 N. Mojave Rd, Las Vegas, NV 89101	(702) 384-8333
Jillian Plaster	655 N. Mojave Rd, Las Vegas, NV 89101	(702) 384-8333
Andrea Wynn	655 N. Mojave Rd, Las Vegas, NV 89101	(702) 384-8333
Dale Wynn	655 N. Mojave Rd, Las Vegas, NV 89101	(702) 384-8333
Christine Robinson, Exec. Director	655 N. Mojave Rd, Las Vegas, NV 89101	(702) 384-8333

I hereby certify under penalty of perjury, the foregoing list is full and complete.

THE ANIMAL FOUNDATION

By: Christine Robinson

Its: Executive Director

State of Nevada
County of Clark

Signed and sworn before me on 4/22/14
by CHRISTINE ROBINSON.

Melanie Morgan
Notary Public

MELANIE MORGAN
Notary Public, State of Nevada
Appointment No. 06-107212-1
My Appt. Expires Sep 23, 2017

AMENDED AND RESTATED
ANIMAL CARE AND SHELTER SERVICES AGREEMENT

This Amended and Restated Animal Care and Shelter Services Agreement (this "Agreement") is made and entered into as of _____, 2015 (the "Effective Date"), by and between the City of Las Vegas, a political subdivision of the State of Nevada (the "CITY"), and The Animal Foundation, a Nevada nonprofit corporation ("TAF"). The CITY and TAF may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

1. The CITY is the governmental entity responsible for the care, control and sheltering of Animals which are sick, abandoned, lost or improperly running at large within its jurisdictional boundaries;

2. TAF is the contract provider of care and shelter for animals delivered to the Shelter by the respective residents, animal control officers and law enforcement officers of the CITY, the City of North Las Vegas ("CNLV") and Clark County(each a "Jurisdiction" and collectively, the "Jurisdictions"), including the residents of the CITY ("Residents"), animal control officers of the CITY ("Animal Control Officers") and law enforcement officers working within the CITY limits ("Officers");

3. The CITY and TAF are parties to that certain Animal Care and Shelter Services Agreement, dated as of May 21, 2008 (the "Existing Agreement"), which requires TAF to manage and operate the Shelter for purposes of Title 7 of the Las Vegas Municipal Code (the "Code");

4. TAF, CITY and Clark County have agreed that the Renovations (as defined below) are necessary, and the CITY has agreed to finance the CITY's share of the Renovations with the proceeds of one or more series of bonds or other financing arrangements (collectively, the "Renovation Financing"), the sole source of repayment for which will be pledged funds from the CITY. As of the Effective Date, CNLV is unable to contribute to the cost of the Renovations; and

5. In anticipation of and in connection with the Renovations and the Renovation Financing, and to further promote the efficient, safe, humane and effective control and care of Animals within the CITY, the CITY and TAF desire to amend and restate the Existing Agreement as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants hereinafter set forth, the Parties hereto agree as follows:

ARTICLE I
DEFINITIONS; INTERPRETATION

1.1 Certain Defined Terms. The Parties agree that the following definitions shall apply to this Agreement:

(a) "Animal Care Days" shall mean, with respect to any Animal, the aggregate number of days constituting the Legal Hold Period for such Animal, provided that as of the Effective Date, such period is measured from "intake date" through the final "due out date" in the Pet Harbor/Chameleon Animal Management System or its successor.

(b) "Animals" shall mean any animals delivered to the Shelter in accordance with this Agreement and applicable law by an Animal Control Officer, an Officer or a Resident, including, but not limited to, household pets, livestock, and Exotic Animals, provided that the term "Animals" shall not include any (i) animal whose species is not permitted to be kept in the CITY under the Code, and (ii) wild animal not raised in captivity, and (iii) animal, the control of which is not the responsibility of Animal Control Officers. Any and all animals described in clauses (i), (ii) and (iii) above shall be accepted by TAF from Animal Control Officers temporarily for safe keeping, but shall be transferred to the appropriate agency as soon as practicable.

(c) "CITY Renovation Funding Obligation" shall mean, collectively, 50% of the Renovation Cost (as defined below) and all of the Renovation Financing Obligations (as defined below).

(d) "Exotic Animal" shall mean any Animal (other than livestock or an Animal typically kept as a household pet or on a farm) for which TAF does not have reasonably adequate and appropriate containment facilities or expertise to provide proper care.

(e) "Legal Hold Period" shall mean the time period required by the Code (generally up to 72 hours) or for such other time period reasonably determined in writing by any court of competent jurisdiction or by an Animal Control Officer on a case-by-case basis. Unless otherwise reasonably requested by the Animal Control Officer for a specific animal, there shall be no holding period for any deceased Animal.

(f) "Renovation Cost" shall mean the total cost of the Renovations, which is projected as of the Effective Date to be $13,184,006, provided that the amount of the Renovation Cost shall be adjusted from time to time to reflect increases in the cost of labor and materials until such time as the CITY and Clark County have committed collectively to full funding of the Renovation Cost.

(g) "Renovation Financing Obligations" shall mean to include, but not be limited to, any and all principal, interest, fees, reimbursements, redemption premiums, prepayment penalties and any and all other liabilities or payment obligations, whether absolute or contingent, payable under or in connection with the Renovation Financing.

(h) "Renovations" shall mean, collectively, the renovations and improvements to the Lied Animal Shelter Building, the construction of a central plant (for heating, cooling and plumbing infrastructure) and maintenance facility to serve the Shelter, and the construction of a new barn on or about the premises on which the Lied Animal Shelter building is located (the "Barn") and any related renovations to or upgrading of the facilities related thereto more particularly described on Exhibit "A" attached hereto.

(i) "Shelter" shall mean the Lied Animal Shelter Building (and upon the construction thereof, the Barn) operated by TAF in providing shelter and other services for the CITY pursuant to this Agreement and currently located at 655 N. Mojave Road, Las Vegas, Nevada 89101, as shown on Exhibit "B" attached hereto.

1.2 Terms and Usage Generally. All references in this Agreement to articles, sections, exhibits and schedules shall be deemed to be references to articles and sections of, and exhibits and schedules to, this Agreement unless the context shall otherwise require. All exhibits and schedules attached hereto shall be deemed incorporated herein as if set forth in full herein. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless otherwise expressly provided herein, any agreement (including this Agreement), instrument, statute, rule or regulation defined or referred to herein or in any agreement or instrument defined or referred to herein means such agreement, instrument, statute, rule or regulation as from time to time amended, modified or supplemented, including (in the case of agreements and instruments) by waiver or consent and (in the case of statutes, rules and regulations) by succession of comparable successor statutes, rules or regulations, and references to all attachments thereto and instruments incorporated therein.

ARTICLE II
GENERAL RESPONSIBILITIES & OBLIGATIONS

2.1 Ordinary Care and Shelter.

(a) General Care Obligations. Pursuant and subject to the terms of this Agreement, and in accordance with applicable law, TAF shall provide humane and reasonably appropriate care and shelter to each Animal for the Holding Period described in Section 2.1(b) and a brief transition period to complete evaluation and transfer of the Animal, if appropriate. Such care shall be provided as described in the Animal Care Standards set forth in Exhibit "C" attached hereto. TAF agrees to provide copies of any changes to the Animal Care Standards to the CITY on a quarterly basis throughout the term of this Agreement. If the CITY does not approve a change to the Animal Care Standards, the CITY will notify TAF within twenty (20) days after receipt of such quarterly changes.

(b) Holding Period. TAF shall provide care and shelter for Animals for the Legal Hold Period. If TAF chooses to provide care and shelter for any animals exceeding the above-described holding period, TAF must not exceed the maximum shelter capacity as provided by Section 2.5.

(c) Hours of Operation. Except as otherwise set forth in this Section 2.1(c), TAF shall operate the Shelter such that it is open to the public to reclaim lost animals for a minimum of 48 hours per week, including a minimum of 8 hours per weekend, in each case excluding legal holidays. The actual public operating hours ("Operating Hours") of the Shelter shall be determined by TAF in its reasonable discretion, subject to the minimum requirements set forth in the previous sentence. Animal Control Officers shall have access to deliver animals to the Shelter 7 days a week, 24 hours a day.

(d) Twenty-four hour Veterinary Care. TAF shall provide 24-hour emergency veterinary care to each Animal in need of such care (as reasonably determined by TAF), in each instance as promptly as reasonably practicable under the circumstances. TAF may make reasonable arrangements to provide such emergency care when it is required outside of the Shelter's Operating Hours, including by employing an on-call veterinarian, transporting such Animal to an emergency veterinary clinic, or paying for such care at a 24-hour veterinary clinic, which clinic shall be from among those agreed upon in advance by TAF and the CITY. TAF shall provide to the CITY emergency contact information for each such emergency veterinary clinic and for members of the Shelter's staff responsible for coordinating such emergency care.

2.2 Rabies Inoculation. Prior to the release of any Animal from the Shelter, TAF shall, in accordance with applicable law, cause such Animal to be inoculated, or verify the prior inoculation of such Animal, with a rabies vaccine generally recognized by the veterinary community as safe and effective.

2.3 Spaying and Neutering. TAF shall cause to be spayed or neutered in accordance with applicable law any cat or dog that is transferred by TAF to, or is adopted by, any person or organization, provided that such cat or dog shall not be spayed or neutered if to do so would be medically inappropriate under the circumstances, as reasonably determined by TAF. If TAF releases, through adoption or otherwise, a cat or dog that has not been spayed or neutered because of its health condition, the person or organization taking custody of such cat or dog shall receive from the Shelter a document stating the nature of such health condition.

2.4 Owner Surrender Notification. Prior to accepting an animal surrendered by its owner, TAF will notify the animal owner of the possibility that the animal will be euthanized and will advise the owner regarding alternatives to surrendering the animal to the Shelter.

2.5 Maximum Shelter Occupancy. TAF shall take reasonable measures to maintain the number of Animals inhabiting the Shelter at or below the Shelter's maximum occupancy level, as determined under applicable law.

2.6 Collection and remittance of fees. TAF agrees to collect animal impound, boarding, and related fees imposed by local ordinance for animals sheltered by TAF. Any animal license fees collected by TAF on behalf of the Jurisdictions shall be remitted on a monthly basis less a handling charge of $3.00 per license, which handling charge shall be retained by TAF.

2.7 Outsourced Housing and Care of Livestock, Farm Animals and Certain Other Animals.

(a) At no additional cost to the CITY, TAF may, but shall not be required to, outsource to another provider the housing and care of (i) horses and other members of the equine species and (ii) Exotic Animals.

(b) TAF may, but shall not be required to, outsource to another provider the housing and care of livestock and other Animals typically kept as farm animals. Any allocation

of costs related to any such outsourcing pursuant to this Section 2.7(b) will be reasonably determined by TAF and the CITY by separate agreement.

(c) If any housing or care is outsourced pursuant to this Section 2.7, TAF shall provide the CITY with reasonable advance notice thereof, including the identity of each outsource provider, the location of such outsource provider's facilities and, if such outsourcing is pursuant to Section 2.7(b), the related costs. For the avoidance of doubt, in no event shall TAF or any provider pursuant to this Section 2.7 be required to provide housing or care for any Animal at any specific facility or location (including Horseman's Park).

2.8 Reports. Within forty-five (45) calendar days following the end of each calendar month, TAF shall provide to the CITY a written report including the following information with respect to such month:

(a) a financial statement relating to the operation of the Shelter;

(b) aggregate statistics identifying (i) the respective number of Animals delivered to the Shelter from Residents, Animal Control Officers and Officers, and from each other Jurisdiction delivering Animals to the Shelter, (ii) the Animal Care Days utilized by all Animals delivered to the Shelter from each Jurisdiction and (iii) disposition of Animals delivered to the Shelter; and

(c) any additional information as reasonably agreed upon from time to time by the CITY and TAF.

2.9 Inspections. TAF agrees to allow the CITY to inspect the Shelter during regular business hours for compliance with the provisions of this Agreement and all applicable laws and ordinances pertaining to animal care and treatment. The CITY shall inform TAF of the findings of such inspections in writing.

2.10 Pet Harbor/Chameleon Animal Management System. Unless the Jurisdictions and TAF mutually agree to utilize a different system, TAF shall utilize the Pet Harbor/Chameleon Animal Management System to, among other things, track the incoming and outgoing animals at the Shelter. TAF shall properly maintain such system by inputting pictures and descriptions of Animals delivered to the Shelter at the time of Animal intake on the TAF' s internet website for public viewing and access.

2.11 Cooperation with TAF's Standard Operating Procedures. The CITY acknowledges TAF's standard operating procedures relating to the delivery of Animals to the Shelter, as shown on Exhibit "D" attached hereto, and agrees to have its Animal Control Officers cooperate in implementing and administering such procedures to the extent that it applied to the Animal Control Officers. The CITY, with the assistance of TAF, if necessary, shall provide ongoing training to Animal Control Officers to ensure their compliance with such applicable procedures when delivering Animals to the Shelter.

2.12 Programs to Improve the Live Release Rate. TAF and the CITY agree to explore new programs designed to increase the live release rate and reduce the euthanasia rate

for dogs and cats. TAF and CITY further acknowledge that implementation of such programs will require additional funding and agree to present such programs and related funding for consideration by the CITY. Any implementation of any such program shall be undertaken pursuant to an amendment to this Agreement or a separate agreement between the Parties.

ARTICLE III
NON-COMPLIANCE; REMEDIES; TERMINATION

3.1 Default; Notice of Default. In the event a Party (the "Non-Defaulting Party") becomes aware of a violation by another Party (the "Defaulting Party") of its obligations hereunder (each such violation, a "Default"), the Non-Defaulting Party shall send the Defaulting Party a written notice reasonably identifying the nature of such Default (each, a "Notice of Default").

3.2 Cure; Event of Default. Within 48 hours after its receipt of a Notice of Default, the Defaulting Party shall cure each Default identified therein. If the Defaulting Party requests in writing within such 48-hour period, the Non-Defaulting Party shall consent to an extension of such 48-hour cure period for a reasonable time to allow the Defaulting Party to cure any such violation. Any such violation that remains uncured after such 48-hour period, or any extension thereof, shall be an "Event of Default" hereunder. Notwithstanding the foregoing, no such extension shall be permitted for any Default constituting a violation by the CITY of any payment obligation under this Agreement, which shall be cured immediately regardless of whether the CITY has received a Notice of Default.

3.3 Monetary Remedy. If an Event of Default occurs, the Non-Defaulting Party shall be entitled to receive from the Defaulting Party a reasonably proportionate monetary amount to compensate the Non-Defaulting Party for such Event of Default (such amount, the "Default Amount"), provided that if TAF is the Defaulting Party, in no event shall the aggregate Default Amounts with respect to any calendar month exceed the Funding for the next succeeding calendar month. Any Default Amount incurred under this Section shall be either deducted from or added to, as applicable, the Funding for the next succeeding calendar month.

3.4 Appeal of Monetary Remedy. Any monetary remedy imposed pursuant to this Article III may be submitted to mediation pursuant to Section 3.10.

3.5 Insurance Premiums. Notwithstanding the terms of Section 3.3, if TAF fails to maintain any of the Policies required by Article V, the CITY shall have the option to pay any premium or other payment required to reinstate such defaulted Policy or procure insurance policies as necessary to provide coverage substantially similar to that of the defaulted policy. If the CITY exercises such option, the CITY shall be entitled to collect the cost thereof from TAF.

3.6 Termination of Agreement for Material Breach. This Agreement shall continue in force during the term set forth in Section 7.2, unless earlier terminated by TAF or the CITY pursuant to the provisions of this Section 3.6.

(a) This Agreement may be terminated by any Party (a "Terminating Party") in the event of the failure by another Party (the "Breaching Party") to perform any of its

material obligations under this Agreement through no fault of the Terminating Party (other than an Event of Default that has been adequately remedied pursuant to Section 3.3) and such failure continues for 15 consecutive calendar days following the receipt by the Breaching Party of a written notice from the Terminating Party of such failure (each such failure, a "Breach"), provided that no Breach shall be deemed to be occurring if the nature of such Breach is such that it cannot be reasonably cured within 15 calendar days after notice thereof, the Breaching Party commences such cure within such 15-calendar-day period, and such cure is completed in a reasonably prompt manner. For the avoidance of doubt, the Parties acknowledge and agree that (i) an Event of Default may give rise to a Breach if the nature of such Event of Default is such that it is incapable of being adequately remedied pursuant to Section 3.3, (ii) if a particular Event of Default is repeated by a Defaulting Party three times within any period of 12 consecutive months, the Non-Defaulting Party may, in its sole discretion, deem the third instance of such repeated Event of Default to constitute a Breach, and (iii) any failure of the CITY to perform its obligations under Sections 4.6 through 4.8 shall constitute a Breach without regard to the 15-day period referenced above or any cure period that would otherwise apply pursuant to this Agreement or otherwise.

(b) If this Agreement is terminated in accordance with this Section 3.6, the CITY shall pay to TAF, to the extent not already paid, the pro rata share of Funding for the month in which such Breach occurred, from the first day of such month to the date of the Breach. This section shall not be construed as placing a limitation on the damages recoverable by the Terminating Party resulting from such Breach or a waiver by the Terminating Party of its right to seek damages resulting from such Breach pursuant to the terms of this Agreement or otherwise.

(c) If any Party seeks to terminate this Agreement pursuant to this Section 3.6, the Terminating Party shall deliver to other Party a written notice of such termination and the grounds therefor ("Termination Notice"). Upon termination of this Agreement pursuant to this Section, TAF shall have no further obligation to provide any services hereunder.

(d) Notwithstanding Section 3.6(a), a Breach of this Agreement by TAF shall be deemed to have occurred if, after notice and a hearing before the City of Las Vegas Council, the CITY determines that TAF or any of its agents or representatives have offered or provided any gratuity, in the form of entertainment, gifts or otherwise, to any agent or representative of the CITY with a view toward securing favorable treatment by such agent or representative respect to the award or any amendment of this Agreement or any determinations to be made with respect to the performance of this Agreement by any of the Parties. In addition to any other remedies available to the CITY pursuant to this Agreement, in the event of any Breach by TAF as described in this Section 3.6(d), the CITY shall be entitled to pursue any remedies available to the CITY under applicable law, including without limitation, exemplary damages in an amount which shall not be less than three nor more than ten times the greater of the sum of all such gratuities or the costs incurred by TAF in providing such gratuities.

3.7 Post-Termination Use of Shelter; Transition Services Agreement. If the CITY terminates this Agreement pursuant to Section 3.6 and asserts a right to occupy a portion of the Shelter, the CITY and TAF agree to negotiate in good faith for the purpose of entering into a transition services agreement that sets forth, among other things, the amount of space within the

Shelter to be allocated to the CITY (the "Allocation of Space"), which amount of space shall be based in proportion to the then-current usage of the space within the Shelter and the number of Animals originating from the CITY that were housed at the Shelter in the preceding calendar year. Notwithstanding the foregoing, any and all costs associated with the determination of the Allocation of Space or any necessary renovations or modifications to the Shelter or any other TAF facilities shall be the sole responsibility of the CITY. Such right to use the facility shall not extend beyond the then-current term of the Agreement.

3.8 Termination for Fiscal Emergency. In the event of a fiscal emergency involving a voluntary or involuntary proceeding by or against the CITY under bankruptcy or insolvency laws or a public pronouncement by the CITY of its general inability to pay its debts as they become due, then this Agreement shall terminate with the expiration of the previously allocated funding from the CITY for the prior year, provided that in the event of any such termination pursuant to this Section 3.8, the CITY shall not be entitled to any Allocation of Space or any continued use of the services of TAF. For the avoidance of doubt, this Section 3.8 shall not alleviate or mitigate, or otherwise modify in any way, any of the CITY's obligations pursuant to Section 4.6 through 4.8.

3.9 Termination or Expiration of Shelter Lease. In the event that the Second Amended and Restated Lease For Animal Control Shelter, between the CITY and TAF (the "Lease") is terminated or expires and Landlord and Tenant (each as defined in the Lease) cannot or do not come to an agreement regarding allocation of space in the Shelter as contemplated by Section 10.B. of the Lease, then this Agreement shall terminate at such time as TAF ceases to be allocated adequate space within the Shelter to perform its obligations under all of the Services Agreements (as defined in the Lease).

3.10 Mediation. To the extent permitted under applicable law, any dispute or claim in law or equity arising out of this Agreement or any resulting transaction, including disputes or claims involving the Parties, their officers, agents or employees, shall be submitted to neutral, non-binding mediation prior to the commencement of litigation or any other proceeding before a trier of fact. The Parties to the dispute or claim agree to act in good faith to participate in mediation, and to identify a mutually acceptable mediator. The Parties agree to share equally in its cost. If the dispute or claim is resolved successfully through the mediation, the resolution will be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice (the "Mediator Written Notice") to the Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the terms of this Agreement and other rights and remedies afforded to them by law.

ARTICLE IV
FUNDING; SHELTER CAPITAL RESERVE; RENOVATION FUNDING OBLIGATIONS; REPORTS AND RECORDS

4.1 Aggregate Funding; Adjustments to Aggregate Funding.

(a) Aggregate Funding. TAF and the CITY acknowledge and agree that the aggregate funding contribution for all of the Jurisdictions (the "Aggregate Funding") for TAF shelter operations in 2015 shall be $4,189,628.

(b) Annual Adjustment. The Aggregate Funding shall be adjusted, effective as of January 1 of each year, by a percentage equal to the lower of (i) five percent or (ii) the Bureau of Labor Statistics, Consumer Price Index-All Urban Consumers, West Region All Items on an October-to-October basis. The index for the most recent October shall be divided by the index for the previous October, and that quotient shall then be multiplied with the prior calendar year Aggregate Funding amount to arrive at the new Aggregate Funding amount.

(c) Funding Changes Due to Changes in Minimum Holding Period. TAF and the CITY acknowledge that the Aggregate Funding is intended to cover the minimum holding period required by the Code, which as of the Effective Date is generally up to 72 hours. Any change to the Code that increases or decreases the minimum holding period will require an appropriate and practicable amendment to this agreement to adjust the Aggregate Funding amount to address the magnitude and timing of the cost impact accordingly.

4.2 Shelter Capital Reserve Fund; Adjustments.

(a) The CITY hereby agrees, and acknowledges that Clark County has also agreed, that the CITY and Clark County will collectively provide an additional annual aggregate contribution for a shelter capital reserve fund (the "Shelter Capital Reserve") beginning in 2017 in the amount of $220,000. The Shelter Capital Reserve funding shall be placed in a separate account and shall only be used for repair or replacement of the items listed on Exhibit "E" attached hereto.

(b) Annual Adjustment. The annual Shelter Capital Reserve aggregate contribution shall be adjusted, effective as of January 1 of each year (beginning in 2018), by the same percentage by which the Aggregate Funding is adjusted pursuant to Section 4.1(b).

4.3 Allocation of Aggregate Funding and Shelter Capital Reserve; Adjustments to Allocations.

(a) Allocation of Aggregate Funding. TAF and the CITY acknowledge and agree that for 2015 the CITY shall provide 38.54% of the Aggregate Funding. TAF and the CITY acknowledge that, pursuant to their respective agreements with TAF, the remainder of the Aggregate Funding for 2015 shall be allocated between the other two Jurisdictions as follows: (i) Clark County shall provide 46.45% of the Aggregate Funding and (ii) CNLV shall provide 15.01% of the Aggregate Funding. TAF and the CITY acknowledge that the allocation of the Aggregate Funding for 2015 may be adjusted pursuant to an agreement between or among the affected Jurisdictions, provided that in no event shall any such adjustment shall have the effect of reducing the amount of such Aggregate Funding.

(b) Adjustments to Allocation of Aggregate Funding. For each year after 2015, the allocation of the Aggregate Funding obligations among the Jurisdictions shall be adjusted in December of each year, to be effective as of January 1 of the next succeeding year,

based proportionately upon the number of Animal Care Days utilized by all Animals delivered to the Shelter from each Jurisdiction under agreement with TAF for shelter services (excluding Animals for which the Jurisdiction of origin cannot be reasonably determined) during the twelve-month period ending on the immediately preceding November 30. TAF shall provide the CITY with the adjusted allocations and the bases therefor by December 15 of each year.

(c) Temporary Allocation of the Shelter Capital Reserve. Due to CNLV's current financial situation, CNLV is unable, as of the Effective Date, to contribute to the Shelter Capital Reserve contemplated by this Agreement. The CITY acknowledges that CNLV will continue to pay its allocation of the Aggregate Funding as adjusted annually. Until such time as CNLV elects to pay its allocation (pursuant to the formula described in Section 4.3(b)) of the Shelter Capital Reserve, or until that certain Animal Care and Shelter Services Agreement, dated as of May 21, 2008, by and between TAF and CNLV (the "2008 CNLV Agreement") expires or is otherwise terminated, whichever occurs first, the CITY agrees to provide 50% of the Shelter Capital Reserve, and acknowledges that Clark County shall provide 50% of the Shelter Capital Reserve. Unless waived in writing by CITY and Clark County, TAF agrees not to enter into any extension of the 2008 CNLV Agreement beyond June 30, 2025 or any new agreement that would require TAF to provide similar services for CNLV unless CNLV has agreed in writing to pay its share of the Shelter Capital Reserve and until the Jurisdictions have determined the amount of compensation, if any, that is owed to the CITY and Clark County for paying CNLV's portion of the Shelter Capital Reserve from the Effective Date through the date of CNLV's first contribution to the Shelter Capital Reserve. Should CNLV elect to pay any portion of the Shelter Capital Reserve, such funds shall be credited toward the Shelter Capital Reserve obligation of the CITY and Clark County for the following year.

(d) Allocation of the Shelter Capital Reserve after the Temporary Allocation period. At such time as CNLV elects to pay its allocation of the Shelter Capital Reserve, or the 2008 CNLV Agreement expires or is otherwise terminated, allocation of the Shelter Capital Reserve obligations among the Jurisdictions shall be adjusted in December of each year, to be effective as of January 1 of the next succeeding year, based proportionately upon the number of Animals delivered to the Shelter by each Jurisdiction under agreement with TAF for shelter services (excluding Animals for which the Jurisdiction of origin cannot be reasonably determined) during the twelve-month period ending on the immediately preceding November 30. TAF shall provide the CITY with the adjusted allocations and the bases therefor by December 15 of each year.

4.4 Monthly Payments by the CITY. The funding obligations of the CITY pursuant to Sections 4.1 through 4.3 (the "Funding") shall be paid by the CITY over twelve equal installments (each equal to one-twelfth of the aggregate Funding), each payable on the first business day of each calendar month.

4.5 No Intra-Year Increase in Funding By Reason of Termination by Other Jurisdictions. If any of the shelter services agreements between TAF and any of the Jurisdictions is terminated by any of the applicable parties, by reason of a material breach thereof by TAF, TAF acknowledges and agrees that the dollar amount of the Funding for the year in which such termination occurs shall not be increased due to such termination. Should such termination occur, TAF, the CITY and any other Jurisdiction remaining in a shelter

services agreement with TAF shall meet, confer and approve an amended budget and allocation for the following year.

4.6 Renovation Funding. The CITY hereby agrees, and acknowledges that Clark County has also agreed, that (i) the Renovations are necessary to effectively provide animal sheltering services, and (ii) the CITY, along with Clark County, will collectively pursue funding of the Renovation Cost.

4.7 Allocation of Renovation Cost. TAF and the CITY acknowledge and agree that the CITY's share of benefit from the Renovations (based on the past 8 years average animal intake per Jurisdiction) is 41.42% and that the remainder of the benefit is allocated between the other two Jurisdictions as follows: (i) Clark County's share is 42.84% and (ii) CNLV's share is 15.74%. Due to CNLV's current financial situation, CNLV is unable to contribute to the funding of the Renovations as of the Effective Date. Until CNLV pays its allocation of the Renovation Cost, the CITY agrees (as described and limited in Section 4.8) to fund 50% of the Renovation Cost. TAF and the CITY acknowledge that, pursuant to the Clark County's shelter services agreement with TAF, Clark County has agreed to pursue funding the remaining 50% of the Renovation Cost under substantially similar terms. In consideration of such agreement, TAF agrees not to enter into any extension of the 2008 CNLV Agreement beyond June 30, 2025 or any new agreement that would require TAF to provide similar services for CNLV, unless CNLV has agreed in writing to reimburse the CITY and Clark County for CNLV's proportional share of the total Renovation Cost.

4.8 Renovation Funding Commitment; Method of Funding. Subject to (i) notification of Clark County's commitment to fund 50% of the Renovation Cost, and (ii) any required approvals of the CITY, the CITY elects to finance the CITY Renovation Funding Obligation and shall timely pay the Renovation Financing Obligation in accordance with this Agreement and the terms and provisions of the Renovation Financing. The specific amount of the annual Renovation Financing Obligation shall be determined at the time of issuance of the Renovation Financing, but shall not exceed $660,000 for each of the first five years of the Renovation Financing. Thereafter the Renovation Financing Obligation shall be adjusted to reflect the interest rate, the principal amounts due and the other terms and provisions of the Renovation Financing. Notwithstanding anything to the contrary in this Agreement or otherwise, the CITY hereby irrevocably and unconditionally:

(a) agrees to provide to TAF, upon execution of this Agreement, $543,885 to be used by TAF to pay for design development, construction drawings, and permitting costs with respect to the Renovations, which amount shall be reimbursed to the CITY by TAF from proceeds of the Renovation Financing at the time of issuance of the Renovation Financing;

(b) agrees to provide to TAF, approximately 30 days prior to the issuance of Renovation Financing, $75,900 for issuance costs;

(c) agrees to pay the CITY Renovation Funding Obligations on a timely basis, without offset, deduction or delay for any reason. The CITY shall pay the Renovation Financing Obligations to TAF 90 days in advance of the due date for each debt service payment in accordance with the Renovation Financing debt service schedule; and

(d) acknowledges and agrees that the obligations of the CITY under Sections 4.6 through 4.8 of this Agreement (i) are separate and above any other payment obligations of the CITY under this Agreement or otherwise and (ii) shall survive the termination of this Agreement for any reason (including termination for Breach by TAF).

4.9 Audited Budget and Financial Statements; Other Financial Reports.

(a) TAF shall provide to the CITY, by January 1 of each year, an annual budget for the current year. The annual budget shall include TAF's projected revenues and expenses relating to the services provided under this Agreement.

(b) TAF shall provide to the CITY, by November 30 of each year, a copy of its audited financial statements for the previous year for review. Such financial statements shall include a Statement of Financial Position, a Statement of Activities, a Statement of Cash Flows, and Notes to the Financial Statements.

(c) TAF shall provide to the CITY, by November 30 of each year, a report indicating all expenditures from the Shelter Capital Reserve and, until the year following the completion of the Renovations, a report on the Renovation Funding and expenditures.

4.10 Review and Audit of Records. TAF agrees to maintain records pertaining to all matters relevant to the provision of animal shelter services in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Agreement for a period of two years after termination of this Agreement. All records subject to audit findings shall be retained two years after the end of each year of this Agreement. All databases for such purpose will be maintained by TAF, and TAF shall assure that adequate hard copies and data backups are done on a routine basis and stored on appropriate media. TAF agrees to permit the CITY to inspect and audit its records and books relative to the animal shelter services at least annually at a time mutually determined. TAF further understands and agrees that said inspection and audit would be exercised upon written notice and the CITY would perform the audit on TAF premises at CITY expense. TAF and CITY agree to correct or remedy any accounting discrepancy found as a result of CITY audit by either immediate repayment or credit against future Funding.

4.11 Appropriation of Funds. TAF acknowledges that no obligation imposed upon the CITY by this Agreement shall require the payment of money by the CITY, or the performance of any action by the CITY which requires money from the CITY, except to the extent that funds are available for such performance or payment from the CITY's appropriations therefor lawfully made by the CITY.

ARTICLE V
INSURANCE; INDEMNIFICATION

5.1 General Requirements.

(a) As a condition precedent to receiving any Funding pursuant to this Agreement, TAF shall obtain and maintain, for the duration of this Agreement, each of the

insurance policies, including endorsements thereto, set forth in Section 5.2 (the "Policies"), shall pay all premiums and related costs of such Policies, and shall provide to the CITY, upon request, certificates ("Certificates") documenting that such Policies remain in effect.

(b) Each of the Policies shall be issued by an insurer licensed to issue such Policy within the State of Nevada. Each insurer providing any such Policy shall comply with or meet any applicable standards or qualifications prescribed by the applicable law of the CITY.

(c) No later than twenty (20) calendar days prior to the expiration of any Policy, TAF shall cause such Policy to be renewed on substantially identical terms, and shall provide to the CITY a new Certificate evidencing the renewal of such Policy.

(d) The CITY, its respective officers and employees, and any individuals volunteering their services to TAF (the "Covered Parties") shall be expressly included as insured parties under the Policies. The Policies shall be the primary insurance coverage for the Covered Parties. Any other coverage obtained by or available to the CITY shall be considered excess coverage and shall not limit the ability of any of the Covered Parties to seek the benefits of coverage under the Policies pursuant to this Agreement.

(e) Notice of the cancellation or termination of any of the Policies will be delivered in accordance with the terms of the applicable Policy.

(f) All deductibles and self-insured retentions contained in the Policies must be disclosed in the Certificates, which deductibles and retentions shall not exceed $5,000 without the written consent of the CITY. The Policies shall not contain any aggregate limit on coverage for bodily injury and/or property damage, which limit is less than $2,000,000. All aggregate coverage limits contained in a Policy must be disclosed in the Certificate for such Policy, and any changes to such aggregate limits shall be disclosed in writing to the CITY.

5.2 Required Policies. The Policies shall include the following:

(a) General Liability. General liability coverage shall be determined by "occurrence" only and shall not be based on "claims made". Such coverage shall be provided either on a "Commercial General Liability" form or a "Broad Form Comprehensive General Liability". No exceptions to the coverage provided in such forms shall be permitted. The Policy providing general liability coverage shall include, but need not be limited to, coverage for:

(i) bodily injury;

(ii) personally injury;

(iii) "Broad Form" property damage;

(iv) premises operations;

(v) severability of interest;

(vi) products and completed operations; and

(vii) contractual and independent contractors.

Such Policy shall contain limits of no less than $1,000,000 combined, single limit per occurrence for bodily injury (including death), personal injury and property damage.

(b) Automobile Liability. The Policy providing automobile liability coverage shall include, but need not be limited to, coverage for all vehicles utilized by TAF in the performance of this Agreement, whether or not such vehicles are owned by TAF. Such Policy shall contain limits of no less than $1,000,000 combined, single limit per accident for bodily injury and property damage.

(c) Professional Liability Insurance. The Policy providing professional liability coverage shall provide such coverage in an amount not less than $1,000,000, and may be on a "claims made" basis or an "occurrence" basis, provided, that if such Policy's coverage is determined on a "claims made" basis, TAF shall maintain such Policy for a period of five (5) years following the termination of this Agreement.

(d) Workers' Compensation Insurance. The Policy providing workers' compensation insurance shall be in compliance with the laws of the State of Nevada governing such policies. Verification of such Policy shall be required prior to the performance of any services by TAF pursuant to this Agreement. TAF shall ensure that any subcontractors utilized in the performance of this Agreement are covered by such Policy in compliance with applicable law.

5.3 Indemnification by TAF. TAF shall indemnify the CITY for all damage or loss to the property of the CITY, to the extent such was caused in whole or in part by TAF, its principals, employees, subcontractors or other agents. TAF shall maintain and supervise all safety precautions and programs in connection with the performance of this Agreement. Regardless of the coverage provided by any of the Policies, TAF shall indemnify, defend and hold harmless the CITY from any and all claims, demands, actions, attorneys' fees, costs and expenses, based upon or arising out of alleged errors, omissions or acts of TAF or its principals, employees, subcontractors or other agents while performing services pursuant to or in connection with this Agreement except to the extent such arise from any willful, reckless or negligent act on the part of the CITY.

5.4 Indemnification by the CITY. Subject to the immunities, restrictions and limitations set forth in NRS Chapter 41, the CITY shall indemnify TAF for all damage or loss to the property of TAF, to the extent such was caused in whole or in part by the CITY, its principals, employees, subcontractors or other agents (including any Officers or Animal Control Officers). Regardless of the coverage provided by any of the Policies, the CITY shall indemnify, defend and hold harmless TAF from any and all claims, demands, actions, attorneys' fees, costs and expenses, based upon or arising out of alleged errors, omissions or acts of the CITY or its principals, employees, subcontractors or other agents while performing its obligations under or in connection with this Agreement except to the extent such arise from any willful, reckless or negligent act on the part of TAF.

5.5 Storage of Materials. TAF shall be responsible for the storage of its materials. The CITY shall not be responsible for any loss of or damage to such materials, including, without limitation, tools, appliances, equipment or supplies, which damage arises from acts of theft, vandalism, malicious mischief or otherwise, except to the extent such damage arises from any willful, reckless or negligent act on the part of the CITY.

ARTICLE VI
ACKNOWLEDGEMENT LETTER IN LIEU OF PERFORMANCE BOND

In lieu of providing a performance bond, TAF has executed and delivered a letter to the CITY pursuant to which TAF acknowledges and agrees that upon a termination by the CITY of this Agreement or the Lease for a material breach thereof by TAF (provided that such termination is effected in accordance with the terms of this Agreement or the Lease, as applicable), TAF shall receive whatever amount is due and owing to TAF for its improvements, less $500,000.

ARTICLE VII
MISCELLANEOUS

7.1 Amendments to Agreement. The terms of this Agreement shall not be amended, except in a writing signed by authorized representatives of the CITY and TAF.

7.2 Term. This Agreement shall terminate at the close of business on the day before the tenth (10^{th}) anniversary of the Effective Date, unless the term hereof is extended in accordance with this Section 7.2. The initial term of this Agreement may be extended for up to two five-year periods, by the mutual agreement of the Parties, provided that the CITY must notify TAF, at least 12 months prior to the end of the then-current term, as to whether or not the CITY desires the term to be so extended. If, in contemplation of the termination of this Agreement for any reason, the Parties desire to negotiate the terms of a subsequent animal care and shelter services agreement, the Parties may extend the term of this Agreement for one period of up to one year to provide operational continuity of the Shelter during such negotiation.

7.3 Assignment. This Agreement is a contract for professional services. TAF shall not assign this Agreement or the performance of any of its obligations hereunder, without the prior, written consent of the CITY. Notwithstanding the foregoing, TAF may subcontract with service providers pursuant to Section 2.6 for the provision of services hereunder relating to offsite-housing and care.

7.4 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Nevada.

7.5 Entire Agreement. This Agreement, inclusive of the other agreements referenced herein, constitutes the full, complete and final agreement of the Parties and supersedes all prior agreements between the Parties with respect to the operation of the Shelter.

7.6 Business Continuity and Community Emergency Planning. TAF shall create a business continuity plan with respect to continuation of essential animal shelter operations during a time of emergency or disaster on its campus. TAF shall also create a community emergency management plan to plan and prepare to coordinate with the Jurisdictions to provide appropriate animal sheltering services to reduce the impact of a disaster within the Southern Nevada community. Such plans shall be prepared and adopted within one year after the Effective Date and a copy of the adopted plans shall be forwarded to the Jurisdictions. Where possible, TAF shall coordinate with the Jurisdiction's emergency planning offices. Such plans shall be reviewed and updated annually.

7.7 Sustainability Initiative. TAF shall support the CITY's Sustainability Initiative in its conduct of business through procuring sustainable products where possible and utilizing recycling containers throughout the Shelter.

7.8 Nondiscrimination. TAF acknowledges that the CITY has an obligation to ensure that public funds are not used to subsidize private discrimination. TAF recognizes that if TAF and its subcontractors 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 gender expression, age, disability, national origin, or any other protected status, the CITY may declare TAF in breach of the Agreement, terminate the Agreement, and designate TAF as non-responsible.

7.9 Further Assurances. Each of the Parties shall execute and deliver such additional agreements, documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof (including Sections 4.6 through 4.8) and give effect to the intent and purposes contemplated by this Agreement.

7.10 Notices. Any notice or other instrument which may or shall be required to be given under this Agreement shall be delivered in person or sent by United States certified or registered mail, postage prepaid, at the following addresses:

If to TAF:

The Animal Foundation
655 North Mojave Road
Las Vegas, Nevada 89101
Attention: Executive Director

If to CITY:

City of Las Vegas
495 S. Main Street
Las Vegas, Nevada 89101
Attention: Chief of Detention and Enforcement
and under separate cover to:
Attention: City Manager

Any Party hereto may change its address by providing 10 days' written notice of such change to the other Party as provided herein.

[*Signatures appear on the following page*.]

IN WITNESS WHEREOF, the Parties have executed this Amended and Restated Animal Care and Shelter Agreement as of the Effective Date.

THE ANIMAL FOUNDATION

By: _____
Name:
Title:

CITY OF LAS VEGAS

By: _____
Name: Carolyn G. Goodman
Title: Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC, Acting City Clerk

APPROVED AS TO FORM

By: _____
Name:
Title: **Teresita L. Ponticello**
Assistant City Attorney

EXHIBIT "A"

"Renovations" Scope of Work

The Scope of Work for the 'Renovations' to be funded by City of Las Vegas, Clark County, and potentially City of North Las Vegas will include:

A. Renovation of the Lied Animal Shelter Building

- To address Disease Control:
  - Replace deteriorated rooftop heating and swamp cooler units with more dependable, efficient and more sterile system consisting of new rooftop units, duct work and central plant.
  - Replace roof to eliminate leaks and structurally retrofit to accommodate new rooftop heating/air conditioning units.
  - Replace lighting for better illumination and install drop ceilings to conceal ductwork and trusses to help maintain a more sterile environment.
  - Reconfigure clinic area for better disease control, separation of 'public' versus 'shelter' animals and increased clinic efficiency
  - Replace animal washing area and equipment for better disease control and more efficient operations
  - Reduce the size of animal holding rooms for better disease control and reduced animal stress. Provide isolation rooms.
  - Replace deteriorated kennels, floors, and floor drains in dog holding rooms with newer, more efficient models for better disease control and increased efficiency
  - Replace deteriorated kennel floors and walking aisles with materials that better withstand the volume of animal and human traffic and the frequency of cleaning required.
  - Create a Shelter Pick Up Lobby so 'shelter' animals being returned to owner are not mixed with 'public' animals being neutered or vaccinated.
  - Re-configure the animal intake area for better separation of cats and dogs and better disease control
  - Replace residential laundry equipment with commercial equipment to make the provision of sterile laundry service more efficient

- To address Emergency Management and Security
  - Upgrade fire alarm system so that it is addressable
  - Upgrade the fire sprinkler system to meet current standards
  - Improve security with the installation of cameras, access control and exterior lighting for night time operations.
  - Provide emergency back-up generator for surgery area

- To increase Operational Efficiency and Customer Service
  - Replace deteriorated doors, door frames, floors, floor drains, etc. damaged due to frequent washing and disinfecting and animal-caused damage with better water-resistant and animal-resistant materials
  - Create radiology room for on-site x-rays to reduce cost and improve treatment.
  - Remodel euthanasia area to create Comfort Room for residents surrendering their pets
  - Install stainless steel counters and commercial dishwasher in food clean up area
  - Add pressure washers and wet/dry vacuum system
  - Replace small, deteriorated freezers

(Work in Public Clinic areas of Lied Animal Shelter Building is not included)

B. Construction of the portion of the central plant / maintenance building

- required to service the Lied Animal Shelter Building.

C. Construction of a new 5 stall barn

- to better house farm and other animals more suited to an outdoor environment.

EXHIBIT "B"
Shelter

EXHIBIT "C"

Animal Care Standards

The Animal Foundation (TAF) shall provide humane and reasonably appropriate care and shelter to each Animal in accordance with applicable law and the Association of Shelter Veterinarians Guidelines for Standards of Care in Animal Shelters, and the following Animal Care Standards.

A. Housing - Grounds and Buildings. The Animal Foundation (TAF) shall ensure that:
   1. The buildings and grounds at all locations where animals are kept:
      a) Are clean and in good repair; and
      b) Do not become accumulated with trash.
   2. Housing facilities:
      a) Are constructed and maintained in such a manner as to:
         (i) Protect the animals inside from injury;
         (ii) Prevent the animals inside from escaping; and
         (iii) Restrict the entrance of other animals.
      b) Have adequate and reliable sources of electrical power and potable water available.

B. Housing - Enclosures generally. TAF shall ensure that each enclosure is constructed and maintained in such a manner as to:
   1. Protect the animals inside from injury and illness;
   2. Prevent the animals inside from escaping;
   3. Keep other animals out;
   4. Allow the animals inside convenient access to food and water;
   5. Enable animals inside to remain clean and dry as required by species; and
   6. Provide sufficient space for each animal inside to turn about freely and to stand, sit and lie in a comfortable normal position as appropriate for the species.

C. Housing - Indoor enclosures. TAF shall:
   1. Provide all animals with enclosures located indoors, except animals that are acclimated to the outdoor environment.
   2. Ensure that the interior of a housing facility for indoor enclosures is constructed and maintained in such a manner as to be substantially impervious to moisture as required by species and to facilitate regular cleaning.
   3. Provide a suitable method to eliminate excessive water from the interior of a housing facility for indoor enclosures. All drains must be constructed and maintained in such a manner as to avoid foul odors. Any closed system for drainage must be equipped with traps that prevent the release of sewage into the housing facility.
   4. Ensure that indoor enclosures are constructed and maintained in such a manner as to:
      a) Protect the animals inside from excessive illumination while providing an ample amount of light, by natural or artificial means or both, of a sufficient distribution and intensity to allow for routine inspection and cleaning.
      b) Provide a sufficient amount of heat when necessary to protect the animals inside from cold and to maintain their health and comfort.

c) Provide adequate ventilation at all times to maintain the health and comfort of the animal(s) inside as required by species. The system of ventilation must provide fresh air by means of windows, doors, vents or air conditioning, and be designed to maintain drafts, odors and the condensation of moisture at a minimum.

D. Housing - Outdoor enclosures. If animals are kept outdoors, TAF shall:

1. Provide a suitable method for the rapid drainage of surface water from the area where each animal is kept.
2. Provide each animal with a sufficient amount of shelter to:
   a) Remain dry from rain and snow; and protect from wind when a high wind warning has been issued by the National Weather Service;
   b) Remain sufficiently cool when a heat advisory is issued by the National Weather Service, and at all times have enough shade to protect itself from any direct sunlight that is likely to cause overheating or discomfort; and
   c) Remain warm when the atmospheric temperature falls below fifty degrees Fahrenheit. If the ambient temperature falls below this temperature, TAF shall provide such an additional amount of clean bedding material or other protection as necessary for the animal to remain warm.
3. After considering the ambient temperature, provide each animal with a sufficient amount of food and water necessary to sustain it in a healthy condition at that temperature.

E. Housing - Animals kept in enclosures together. If animals are kept in enclosures together, TAF shall ensure that:

1. Animals placed with other animals are compatible.
2. An animal that displays a vicious disposition is not placed together with any other animal.
3. A female animal is not placed together with any intact male animal during periods of estrus.
4. An immature animal is not placed together with an adult animal. except with its mother.

F. Food and water. TAF shall ensure that:

1. Clean potable water is accessible to the animal at all times or except as directed by a veterinarian to provide adequate care.
2. Each animal is fed at least once each day, except as otherwise required to provide adequate care.
3. The food provided to an animal is wholesome, palatable, free from contamination, and of sufficient quality and nutritive value to meet the normal daily requirements for the animal, based upon its condition and size.
4. Supplies of perishable food are to be adequately refrigerated or properly stored to prevent spoilage.
5. Containers of food are:
   a) Durable, except that disposable receptacles may be used if they are discarded after each feeding; and
   b) Located so as to be accessible to the animals while reducing to a minimum any contamination from excreta.

c) Containers of food and water are kept clean. Self-feeders must not be used for the feeding of dry food unless they are cleaned regularly to prevent moldings deterioration and the caking of food.

G. Sanitation. TAF shall ensure that:

1. Insects, ectoparasites and avian, mammalian and reptilian pests are kept under control.
2. Supplies of food and bedding material are stored in facilities that afford adequate protection from infestation or contamination by vermin.
3. Excreta are removed regularly from enclosures during business hours to prevent contamination and to reduce to a minimum odors and the risk of disease. An enclosure must be cleaned and disinfected regularly and before placing another animal in the enclosure. If a hosing or flushing method of cleaning is used, all animals must be removed from the enclosure and adequate measures must be taken to protect the animals in other enclosures from being contaminated with water and other wastes.
4. Pens or runs with hard surfaces, and cages and rooms, are sanitized at least once every two weeks by:
   a) Washing them with water of a temperature not less than one hundred twenty degrees Fahrenheit and with soap or detergent; or
   b) Washing all soiled surfaces with a safe and effective disinfectant; or
   c) Cleaning all soiled surfaces with live steam.
5. Pens or runs with gravel, sand or dirt surfaces are cleaned as often as necessary by removing and replacing the soiled gravel, sand or dirt.
6. Sewage, solid wastes, soiled bedding, dead animals and debris are removed from housing facilities regularly during the business day and disposed of properly.
7. Enclosures not in use are to be cleaned, washed and disinfected at least once every two weeks to prevent any accumulation of debris or excreta and to reduce to a practical minimum substances and organisms injurious to the health of animals or humans.
8. Facilities for disposal are maintained in such a manner as to reduce to a minimum odors and the risk of disease or infestation by vermin.
9. Adequate facilities, such as washrooms, basins or sinks, are provided for the cleanliness of persons handling animals.

H. Disease control and care for health. TAF shall, with the approval of a veterinarian, establish and maintain a program to control disease and care for the health of animals. As part of this program, TAF shall ensure that:

1. Employees take precautions to minimize the possibility of spread of disease form one animal to another.
2. Each animal is observed daily by the person directly responsible for its care, or by someone else under that person's direct supervision.
3. Blind, lame, injured, ill or diseased animals are provided with the appropriate veterinary care that is consistent with the purposes for which an animal is being kept or humanely euthanized.
4. Any animals under quarantine or being treated for a communicable disease are kept separate from other animals.
5. All animals, except those feral or dangerous, experience some human contact on a daily basis.

I. Examination by veterinarian. TAF shall ensure that:
   1. Upon intake, every animal, except those feral or dangerous, is checked for microchips, vaccinated and examined for any sign of illness and/or injury.
   2. Every animal is examined by a veterinarian and treatment provided, if necessary.
   3. All veterinary findings and treatment for each animal is appropriately recorded in the Chameleon system.
   4. Emergency medical care is available at all times.

J. Humane Euthanasia. When animals must be euthanized, TAF shall ensure that:
   1. All euthanasias are conducted by properly licensed personnel in accordance with the Humane Society of the United States Euthanasia Training Manual, and all federal, state, and local laws and ordinances.
   2. All controlled substances are managed in accordance with all federal, state and local laws and ordinances.

EXHIBIT "D"

Standard Operating Procedures for delivering animals to The Animal Foundation

Animal Control Officers shall comply with the following procedures while at The Animal Foundation facilities.

1. Chameleon Animal Management System:

Animal Control Officers are required to properly enter the required data into the Chameleon Animal Management System regarding *Impound*, *Hold*, and on occasion, *Outcome* for each animal they handle, in accordance with the Chameleon Software System User's Guide for The Animal Foundation Interface.

The Animal Foundation is the open admission shelter for the City of Las Vegas, the City of North Las Vegas, and Clark County. Animal Control officers and residents bring 40,000+ animals every year to the shelter – and each one must be accounted for properly. Each of these animals is *impounded* (taken into the shelter, physically and entered into the Chameleon system), stays *on hold* for a specific amount of time and leaves or is *outcomed* in a number of different ways.

2. Tagging of Deceased Animals:

Animal Control Officers are required to tag each deceased animal they bring to The Animal Foundation.

The Tag Center, in the euthanasia bay, holds all of the tags necessary for identifying whether a deceased animal should be held or immediately disposed of. There is a tag for each of the different hold types. Use your best judgment in order to determine the best tag for the circumstances of each situation. If you are not sure which tag to use, please ask the Euthanasia Manager or a Receiving Supervisor. The animal's ID number must always be included in the blank area of the tag. Animals without a tag will not be held and will be disposed of immediately.

- **HOLD**: Used as a general-purpose tag or special circumstances where other tags do not apply. Example: Animal needs to be held longer than ten days such as a Regulation Hold or an animal that needs a necropsy but is not a quarantine.
- **HAS TAGS**: Use this when a DOA (dead on arrival) has a microchip or tags. The hold should be for ten (10) days. This gives the Tag Department time to complete a tag report and an owner time to reclaim the body. Example: DOA found on the road with tags on a collar or scanned for a microchip.
- **OWNER RECLAIM**: Used primarily to indicate that an animal has an owner and the owner KNOWS the animal is at The Animal Foundation. Example: A house fire where animal control was able to identify the owners, Metro assist call where the animal was shot and has an owner that wishes to reclaim the body.
- **HEADSHIP**: When an animal needs identification for preparation for Rabies verification. After the head has been prepared, a headship tag placed by the Euthanasia staff indicates the specimen is ready for pickup.

- **10 DAY HOLD**: When an animal's body could be claim by the next of kin, if the owner is deceased or unable to claim, or the animal is deceased and animal control is unsure of who the owner is but is providing a courtesy hold. Example: House fire with no knowledge of who the owner is.

3. Disinfection Procedure and Use of Wash Bay:

Animal Control Officers are required to disinfect the cages and the animal compartments of their trucks between animals, and they must comply with the following procedures.

- Officers should wear necessary personal protective equipment while handling chemicals and cleaning their vehicles. Eye protection is highly recommended due to the possibility of being splashed while applying chemicals.
- Remove all solid waste and trash from the truck and place in the provided trash bin.
    - Solid waste must be removed by hand or by using the provided power washer and scrub brushes.
    - DO NOT wash solid waste into the drains, as this may clog the drain. Place solid waste in the provided garbage cans.
    - If a clog is clearly caused due to the negligence of a specific officer and results in damages, the responsible Jurisdiction will be billed for the repairs.
- Bleach and Trifectent are available in separate foamers in the wash bay.
    - These chemicals should not be applied until the cages or compartments are free of organic debris or other solid waste.
    - Attach the foamer to the provided hose and completely soak each surface of the truck needing to be disinfected.
    - Apply each of these chemicals SEPARATELY.
    - Each chemical must be left to soak for at least 10 minutes to fully disinfect the kennels.
    - Rinse thoroughly between chemicals.
    - DO NOT mix the chemicals! This can create a dangerous chemical reaction that may result in harmful fumes and respiratory damage.
    - Rinse the truck thoroughly before placing animals inside.
- Recoil the hose and rehang the pressure washer after use. Do not leave them on the sidewalk or on the ground, as this will cause damage. If damage is clearly caused due to the negligence of a specific officer, the responsible Jurisdiction will be billed for the repairs.
- If any chemicals or supplies are missing, empty, or damaged, please inform a Receiving Supervisor or your supervisor and a TAF staff member will rectify the issue(s).
- If there are any questions about the chemicals, how to safely apply them, or how to use any of the provided equipment, please ask a Receiving Supervisor.

EXHIBIT "E"

Shelter Capital Reserve Fund

The shelter capital reserve fund shall only be used to repair or replace the following items that serve the "Shelter" portion of the Lied Animal Shelter Building.

Major Building Components:

- Parking Lot
- Landscape/signage
- Roof
- HVAC system
- Doors
- Flooring
- Wet/dry vacuum systems
- Sprinkler / alarm system
- Access control system
- Video surveillance system
- VOIP (44)
- Exterior paint
- Interior paint
- Restroom partitions
- Garage doors in bay (6)
- Gates (at bay and at Mojave) (2)
- Gate motors (4)

Major Equipment:

- Spay/neuter surgery + prep area
  - lights (2)
  - wet tables (3)
  - dry tables (4)
  - auto clave
  - oxygen/anesthesia system (7)
  - monitors (7)
  - safe for controlled substances
- Dishwasher
- Refrigerator – chest type
- Freezers (2)
- Kennel doors/panels/hardware (1000+)
- Access to Chameleon – fire wall
- Switches for communication/data system (2)
- Commercial washers (2)
- Commercial dryers (2)
- Refrigerators – large (2)
- Dog scales (2)
- Pressure washer (for Animal Control trucks)
- Fork lift
- Receiving lobby:
  - work stations (9)
  - computers (9)
  - stools (2)
  - benches for public (4)
- Pick up lobby:
  - work stations (2)
  - computers (2)
  - stools (2)
  - benches for public (2)
- Shelter management + veterinary offices:
  - work stations (8)
  - computers (8)
- Euthanasia area
  - work stations (2)
  - computers (2)
  - light (2)
  - wet table
  - safe for controlled substances

INTERLOCAL AGREEMENT
WITH JURISDICTIONS REGARDING
REGIONAL ANIMAL SHELTER CAMPUS

This INTERLOCAL AGREEMENT (the "Agreement") is made and entered into effective as of _____, 2015 (the "Effective Date"), by and among the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("CLV"), CLARK COUNTY, a political subdivision of the State of Nevada (the "COUNTY", and together with CLV, the "Entities"), and The Animal Foundation, a Nevada nonprofit corporation ("TAF"). Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Amended Services Agreement (as defined below).

WITNESSETH

WHEREAS, the Entities hereto are empowered to enter into this Agreement under Section 277.180 of the Nevada Revised Statutes; and

WHEREAS, the Entities are responsible for providing animal control service and have jurisdictional authority within their respective territorial limits; and

WHEREAS, it is important that the Entities coordinate their efforts in order to assure their citizens that all reasonable efforts are being expended to provide them with adequate animal control service; and

WHEREAS, the Entities, together with the City of North Las Vegas ("CNLV"), are parties to that certain Interlocal Agreement with Jurisdictions Regarding Proposed Regional Animal Shelter Campus, dated as of August 20, 2003 (the "Existing Agreement"); and

WHEREAS, the Entities wish to continue to pool their collective resources in order to improve and expand animal shelter services on the Premises (as defined below); and

WHEREAS, the CLV is the owner of certain real property in the vicinity of Mojave Road and Harris Avenue in the City of Las Vegas, Nevada, consisting of approximately 8 acres and commonly referred to as Assessor's Parcel Number 139-25-405-008 (the "Premises"); and

WHEREAS, the Premises, further depicted in Exhibit "A" hereto, consist of several buildings, including the Lied Animal Shelter Building and additions thereto; and

WHEREAS, the Entities desire to continue their joint and shared use of the Shelter and related portions of the Premises, for use by each of the Entities directly or by their contractor for animal sheltering and related purposes; and

WHEREAS, on _____, 2015, TAF entered into an Amended and Restated Animal Care and Shelter Services Agreement with each of the Entities (each, an "Amended Service Agreement"), each of which requires TAF to continue to manage and operate the Shelter and related portions of the Premises; and

WHEREAS, TAF and the Entities desire to undertake certain Renovations and improvements to the Lied Animal Shelter Building and other facilities on or about the Premises and have agreed to fund the design of the Renovations, and to further seek funding for the Renovations in their entirety; and

WHEREAS, in anticipation of and in connection with the Renovations and to further promote the efficient, safe, humane and effective control and care of animals within the jurisdictional boundaries of the Entities, TAF and the Entities have agreed as set forth in this Agreement; and

WHEREAS, CNLV, which is a party to the Existing Agreement, is unable to contribute to the Renovations or increased operational funding as of the Effective Date of this Agreement, but will remain bound, along with the COUNTY and CLV, to the Existing Agreement.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants hereinafter set forth, the Entities hereto agree as follows:

1. USE OF PREMISES

The CLV has leased the Premises to TAF as a site to provide animal sheltering and related services and to serve as one central location in Southern Nevada for the surrender and retrieval of lost pets and the provision of related services. The lease retains a right for the Entities to a continued use of the Shelter should TAF default in their respective Amended Service Agreements.

2. TERM OF AGREEMENT

The term of this Agreement shall be for twenty (20) years.

Notwithstanding the term of this Agreement, upon the termination of an Entity's Amended Service Agreement with TAF, such Entity shall have the right to occupy and use a portion of the Shelter to provide animal sheltering services for such Entity, but only to the extent provided in (and subject to the terms and conditions of) such Amended Service Agreement. No Entity shall use any section or system of the Shelter in a manner that excludes use by any other Entity or TAF on a proportional basis as contemplated by the Amended Service Agreements. In the event of any inconsistency between the provisions of this paragraph and the provisions of any Amended Service Agreement, the provisions of the Amended Service Agreement shall govern as to the parties hereto which are parties to such Amended Service Agreement.

The Entities and TAF agree that, if a change in conditions warrants revision of these terms, the Entities and TAF will promptly commence good faith negotiations to establish an equitable and practical shared use of the Shelter and amend or replace this Agreement accordingly.

3. COMMENCEMENT DATE

This Agreement shall commence on the Effective Date.

4. OPERATIONS AND INFORMATION

The Entities and TAF agree that they will work cooperatively and in good faith with each other with regard to their respective use of the Shelter (and any future additions thereto, including those resulting from the Renovations) and any adjacent, related facilities that may result from the anticipated expansions thereof. The Entities and TAF further agree to share any and all relevant information about the Premises, programs and operations generally that is reasonably required by the Entities and TAF for purposes of performing their animal control and/or animal sheltering related activities.

In order to carry out the intent of this section, each Entity shall designate an Officer-in-Charge to oversee the Amended Service Agreement for its respective Entity. The Officer-in-Charge shall provide a day-to-day point of contact for the respective Entity and foster mutual cooperation between the participating Entities and TAF. The Officer-in-Charge for any Entity shall be responsible for exercising control over the personnel of the Entity such Officer-in-Charge serves.

5. SHELTER CAPITAL RESERVE

Each of the Entities acknowledges and agrees to fund a Shelter Capital Reserve in the manner described in the Amended Services Agreements. Due to CNLV's current financial situation, CNLV is unable, as of the Effective Date, to contribute to the Shelter Capital Reserve contemplated by this Agreement. Until such time as CNLV elects to pay its allocation of the Shelter Capital Reserve, or until that certain Animal Care and Shelter Services Agreement, dated as of May 21, 2008, by and between TAF and CNLV (the "2008 CNLV Agreement") expires or is otherwise terminated, whichever occurs first, the each of the Entities agrees to provide 50% of the Shelter Capital Reserve. Unless waived in writing by the Entities, TAF agrees not to enter into any extension of the 2008 CNLV Agreement beyond June 30, 2025 or any new agreement that would require TAF to provide similar services for CNLV unless CNLV has agreed in writing to pay its share of the Shelter Capital Reserve and until the Entities have determined the amount of compensation, if any, that is owed to each of the Entities for paying CNLV's portion of the Shelter Capital Reserve from the Effective Date through the date of CNLV's first contribution to the Shelter Capital Reserve.

6. RENOVATION FUNDING OBLIGATIONS

The Entities agree that the benefit from the Renovations (based on the average animal intake per Jurisdiction over the past 8 years) is as follows (i) CLV's share of benefit is 41.42%, (ii) the COUNTY's share is 42.84% and (iii) CNLV's share is 15.74%. Due to CNLV's current financial situation, CNLV is unable to contribute to funding of the Renovations as of the Effective Date. Each of the Entities agrees to pay $543,885 to fund the design of the Renovations and to further pursue full funding of 50% of the Renovation Cost. In consideration of such agreement, TAF agrees not to enter into any extension of the 2008 CNLV Agreement beyond June 30, 2025 or any new agreement that would require TAF to provide similar services for CNLV, unless CNLV has agreed in writing to reimburse the COUNTY and CLV for CNLV's proportional share of the total cost of the Renovations.

Notwithstanding anything to the contrary in this Agreement, the Amended Service Agreements or otherwise, each of the Entities hereby:

(a) acknowledges and agrees to the timely payment of such Entity's appropriated portion of the Renovation Cost in the method outlined in such Entity's Amended Service Agreement, without offset, deduction or delay for any reason, by (i) provision of immediately available funds to TAF (or such person or entity as TAF may designate from time to time) for such purpose or (ii) such other means of funding reasonably acceptable to TAF; and

(b) acknowledges and agrees that the obligations of the Entities under this section shall survive the termination of this Agreement or any of the Amended Service Agreements for any reason (including termination for breach by TAF).

7. LIMITED LIABILITY AND INDEMNIFICATION

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

TAF acknowledges that no obligation imposed upon each Entity by this Agreement shall require the payment of money by such Entity, or the performance of any action by such Entity which requires money from such Entity, except to the extent that funds are available for such performance or payment from such Entity's appropriations therefor lawfully made by such Entity.

Each of the Entities shall indemnify, hold harmless and defend, not excluding the other's right to participate, the other parties from and against all liability, claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of the indemnifying party, its officers, employees or agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation or indemnity which would otherwise exist as to any party or person described in this section.

The indemnification obligation under this section is conditioned upon receipt of written notice by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending claim of cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees and costs for the indemnified party's chosen right to participate with legal counsel.

8. THIRD PARTY BENEFICIARY

The parties hereto do not intend to benefit any person who is not named as a party to this Agreement, to assume any duty to inspect, to provide for the safety of any person, or to assume any other duty beyond that imposed by general law.

9. FURTHER ASSURANCES

Each of the parties to this Agreement shall execute and deliver such additional agreements, documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof (including Section **Error! Reference source not found.**) and give effect to the intent and purposes contemplated by this Agreement and the Renovation Financing.

10. 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, at the following addresses:

To CITY OF LAS VEGAS:	City of Las Vegas City Manager's Office 495 S. Main Street Las Vegas, NV 89101 (702) 229-1020 phone (702) 384-0527 fax
To CLARK COUNTY	Clark County 500 S. Grand Central Parkway, 6th Floor Las Vegas, NV 89155 (702) 455-3530 phone (702) 455-3558 fax
To THE ANIMAL FOUNDATION	The Animal Foundation Attn: Executive Director 655 North Mojave Road Las Vegas, NV 89101 (702) 384-3333 phone (702) 384-4563 fax

Any Entity hereto may change its address by giving ten (10) days' advance notice to the other Entities as provided herein.

11. ENTIRE AGREEMENT

This Agreement, the agreements referenced herein, and the Exhibits, if any, attached hereto, set forth the entire agreement between the Entities. All Exhibits mentioned in this Agreement are incorporated herein by reference. Any prior conversations or writings are merged herein and extinguished. The captions and article 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 paragraph or subparagraph.

12. NON-DISCRIMINATION/PUBLIC FUNDS

TAF acknowledges that the Entities have an obligation to ensure that public funds are not used to subsidize private discrimination. TAF recognizes that if TAF and its subcontractors 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 gender expression, age, disability, national origin, or any other protected status, the Entities may declare TAF in breach of the Agreement, terminate the Agreement, and designate TAF as non-responsible.

13. MODIFICATION OR AMENDMENTS

No amendment, change or modification of this Agreement shall be valid unless in writing and signed by all the parties hereto.

[*Signatures appear on the following page*.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CLARK COUNTY

By: _____
Name:
Title:

ATTEST:

_____

APPROVED AS TO FORM BY
STEVEN B. WOLFSON, DISTRICT ATTORNEY

By: _____
Name: Steven Sweikert
Title: Deputy District Attorney

CITY OF LAS VEGAS

By: _____
Name: Carolyn G. Goodman
Title: Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC, Acting City Clerk

APPROVED AS TO FORM

By: _____
Name: Teresita L. Ponticello
Title: Assistant City Attorney

THE ANIMAL FOUNDATION

By: _____
Name:
Title:

EXHIBIT "A"

The "Premises"
APN 139-25-405-008

City of Las Vegas Agenda Item No.: **56.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☐ **Consent** ☒ **Discussion**

SUBJECT:
Discussion for possible action regarding an Eighth Amendment to Option, Disposition and Development Agreement (ODDA) between the City of Las Vegas (City) and Laurich Properties, Inc., for a portion of APN's 139-21-313-021 and -023 located west of the southwest corner of West Lake Mead Boulevard and North Martin Luther King Boulevard in Las Vegas Enterprise Park - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
City Council approved an ODDA between the City and Laurich Properties, Inc., on November 2, 2011 for the Option, Disposition and Development of Commercial property located within Las Vegas Enterprise Park. There have been seven administrative extensions of time. The Eighth Amendment requests an extension of time through October 7, 2015 and allows developer to purchase a portion of Parcel A for driveway and parking improvements with the adjacent property owner (McDonalds).

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Eighth Amendment to Option, Disposition and Development Agreement

EIGHTH AMENDMENT TO
OPTION, DISPOSITION AND DEVELOPMENT AGREEMENT

THIS EIGHTH AMENDMENT TO OPTION, DISPOSITION AND DEVELOPMENT AGREEMENT ("Eighth Amendment") is entered into as of the _____ day of _____, 2015, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City"), and LAURICH PROPERTIES, INC., a Nevada corporation ("Developer"). The City and the Developer may be referred to herein individually as a "Party" and together as the "Parties."

WHEREAS:

A. The Parties have entered into that certain Option, Disposition and Development Agreement dated November 2, 2011 ("ODDA"), as amended by (i) a First Amendment to Option, Disposition and Development Agreement, (ii) a Second Amendment to Option, Disposition and Development Agreement, (iii) a Third Amendment to Option, Disposition and Development Agreement and (iv) a Fourth Amendment to Option, Disposition and Development Agreement and (v) Fifth Amendment to Option, Disposition and Development Agreement; (vi) Sixth Amendment to Option, Disposition and Development Agreement; and Seventh Amendment to Option, Disposition and Development Agreement.

B. The Parties previously have closed the sale of the DG Parcel and Parcel B2 (El Pollo Loco); and

C. The Parties mutually desire to extend the term of the closing date for the sale and purchase of Parcel A/B-1 to October 7, 2015;

NOW, THEREFORE, the parties do hereby agree to amend the ODDA and all amendments as follows:

1. This Eighth Amendment shall be effective upon its full execution by both parties. Any capitalized terms not defined in this Eighth Amendment shall have the same definition as set forth in the ODDA, as amended.

2. The Parties agree that the remaining parcels subject to the ODDA are A/B-1 as depicted on Exhibit A and legally described on Exhibit B, each attached hereto, and hereby made a part of this Eighth Amendment. The Parties further agree that the purchase price for Parcels A/B-1 is $665,088.00.

3. Developer agrees that it can only exercise an Option to acquire Parcels A/B-1 and not a portion thereof, except that Developer shall have the right to purchase a portion of Parcel A (creating parcels A-1 and A-2) for the sole purpose of constructing a driveway, parking and access improvements as shown on Exhibit "A" to this Eighth Amendment. Proposed Parcel A-2 is depicted as 9,966 square feet with a sale price of $82,917.12 (equal to the price per square foot of Parcel A/B-1). Developer will be responsible for obtaining approval of the parcel map necessary for creation of Parcel A-2 at Developer's sole cost and expense. The City shall have the right to approve any conditions of the parcel map for Parcel A-2 but the City will cooperate in the filing of such parcel map. Upon the conveyance of Parcel A-2, Developer agrees that it can only exercise an Option to acquire all of the remaining parcels.

4. The Parties acknowledge that the remaining amount of the Deposit is $12,899.83. The Parties agree that the remaining amount of the Deposit shall be applied at Closing for Parcel A/B-1 but not for the new parcel A-2.

5. Exhibits D-8 Schedule of Performance, of the ODDA, as amended, are hereby deleted in their entirety. The City and Developer agree the Project will be built in conformance with the Revised Schedule of Performance to be further defined, attached to this Eighth Amendment as Exhibit D-8.

6. Except as modified by this Eighth Amendment, the ODDA, as previously amended, remains in full force and effect in all respects.

7. This Eighth Amendment may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Amendment. Delivery of this Eighth Amendment may be accomplished by facsimile transmission. In such event, the parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Eighth Amendment.

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

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

LAURICH PROPERTIES, INC.

By: _____
HANK GORDON
Chairman

ATTEST:

_____
LuAnn D. Holmes, MMC
Acting City Clerk

APPROVED AS TO FORM:

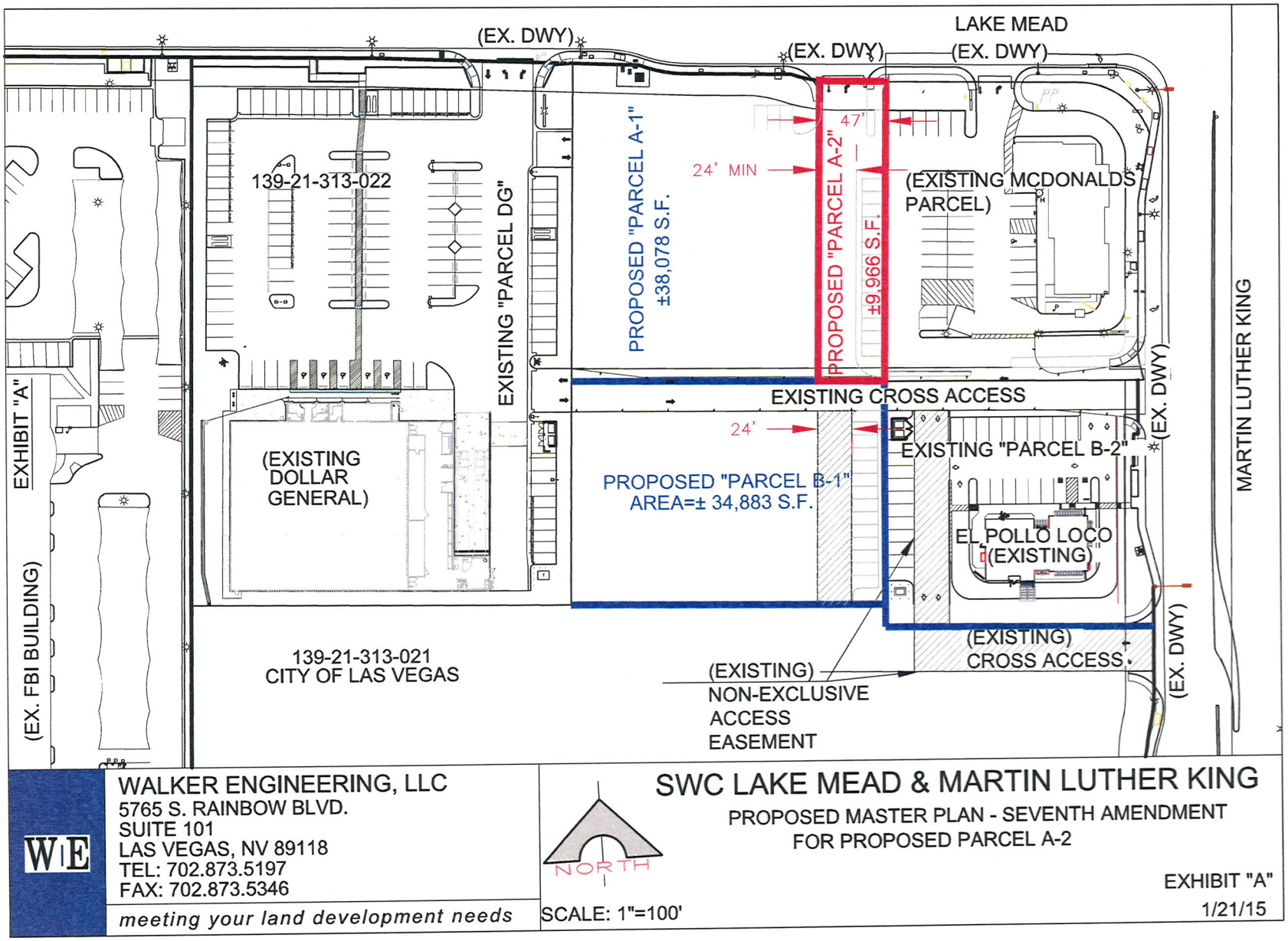
M. Nimkos Esq
Date
1-28-15

EXHIBITS

Exhibit A – Parcels Depiction

Exhibit B – Parcels Legal Description

Exhibit D-8 – Revised Schedule of Performance



WALKER ENGINEERING, LLC
5765 S. RAINBOW BLVD.
SUITE 101
LAS VEGAS, NV 89118
TEL: 702.873.5197
FAX: 702.873.5346
meeting your land development needs

NORTH

SCALE: 1"=100'

SWC LAKE MEAD & MARTIN LUTHER KING

PROPOSED MASTER PLAN - SEVENTH AMENDMENT
FOR PROPOSED PARCEL A-2

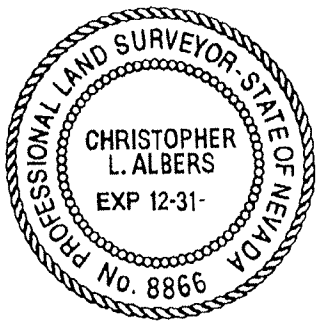
EXHIBIT "A"
1/21/15

EXHIBIT B

July 22, 2013

AREA "A" AT LV ENTERPRISE PARK

THIS DOCUMENT DESCRIBES AREA "A", A PARCEL OF LAND TO BE CREATED IN LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.



LEGAL DESCRIPTION

THAT PORTION OF LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THAT PARCEL CONVEYED TO M L K & LAKE MEAD D G L L C BY GRANT, BARGAIN AND SALE DEED RECORDED IN BOOK 20120830, INSTURMENT NUMBER 003515, CLARK COUNTY, NEVADA OFFICIAL RECORDS, ALSO SHOWN AS LOT 7-2 BY MAP THEREOF RECORDED IN FILE 187 PAGE 21 OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, SAID POINT BEING ON THE NORTHERLY LINE OF SAID AMENDED MAP AND THE SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD;

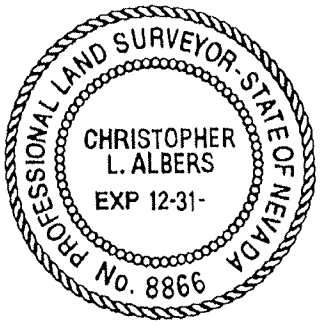
THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTHERLY RIGHT-OF-WAY, SOUTH 88°16'34" EAST, A DISTANCE OF 46.66 FEET TO THE MOST WESTERLY CORNER OF "PARCEL C", DEDICATED BY THE CITY OF LAS VEGAS FOR PUBLIC USE FOR ROADWAY, STREET AND FOR PUBLIC UTILITY PURPOSES IN THE DOCUMENT RECORDED IN BOOK 20060829, INSTRUMENT NUMBER 002701, CLARK COUNTY, NEVADA OFFICIAL RECORDS, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 00°48'42" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 18°09'43" EAST;

True Position Land Surveying-Nevada, LLC
865 Buffwood Avenue
Las Vegas, Nevada 89123

July 29, 2013

AREA "B-1" AT LV ENTERPRISE PARK

THIS DOCUMENT DESCRIBES AREA "B-1", A PARCEL OF LAND TO BE CREATED IN LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, LOCATED WITHIN A PORTION OF THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA.



LEGAL DESCRIPTION

THAT PORTION OF LOT 7 OF THE AMENDED MAP FOR LAS VEGAS ENTERPRISE PARK, A COMMERCIAL SUBDIVISION, AS SHOWN BY MAP THEREOF RECORDED IN BOOK 77, PAGE 54 OF PLATS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, LOCATED IN THE NORTHEAST QUARTER (NE ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., COUNTY OF CLARK, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THAT PARCEL CONVEYED TO M L K & LAKE MEAD D G L L C BY GRANT, BARGAIN AND SALE DEED RECORDED IN BOOK 20120830, INSTURMENT NUMBER 003515, CLARK COUNTY, NEVADA OFFICIAL RECORDS, ALSO SHOWN AS LOT 7-2 BY MAP THEREOF RECORDED IN FILE 187 PAGE 21 OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA, SAID POINT BEING ON THE NORTHERLY LINE OF SAID AMENDED MAP AND THE SOUTHERLY RIGHT-OF-WAY OF LAKE MEAD BOULEVARD;

THENCE CONTINUING ALONG SAID NORTH LINE AND SOUTHERLY RIGHT-OF-WAY, SOUTH 88°16'34" EAST, A DISTANCE OF 46.66 FEET TO THE MOST WESTERLY CORNER OF "PARCEL C", DEDICATED BY THE CITY OF LAS VEGAS FOR PUBLIC USE FOR ROADWAY, STREET AND FOR PUBLIC UTILITY PURPOSES IN THE DOCUMENT RECORDED IN BOOK 20060829, INSTRUMENT NUMBER 002701, CLARK COUNTY, NEVADA OFFICIAL RECORDS, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 95.00 FEET, A CENTRAL ANGLE OF 00°48'42" AND A POINT TO WHICH A RADIAL LINE BEARS NORTH 18°09'43" EAST;

EXHIBIT D-8
TO
EIGHTH AMENDMENT TO OPTION, DISPOSITION AND DEVELOPMENT AGREEMENT

REVISED SCHEDULE OF PERFORMANCE

The Parties shall execute and deliver two exact copies of this Agreement.	Not later than ten (10) calendar days from execution of this Agreement.
Open escrow at a title company mutually agreeable to the Parties and which is properly licensed in the State of Nevada.	Developer opened Escrow No. 423423-A with First American Title Company, 10655 Park Run Dr., Ste. 140, Las Vegas, NV 89144
Delivery of Title Report to Developer.	First American Title Company delivered to Developer September 19, 2011. **Completed**
Approval of Title Report.	Within thirty (30) calendar days of date of report **Completed**
Expiration of Feasibility Review Period.	**March 15, 2012** ("Feasibility Review Period") **Completed**
The Developer shall submit to the City for approval a set of basic concept drawings	Not later than ninety (90) calendar days from the Effective Date **Completed 11-17-11 DG Parcel** **Completed 8-12-13 Parcel B2-EPL**
Review of basic concept drawings by architectural review committee for Enterprise Park.	Not later than (120) calendar days from the Effective Date **Completed 9-27-11 approved DG Parcel** **Completed 10-14-13 approved Parcel B2-EPL**
Submission to City by Developer of site development plan application through City Planning Department.	Not later than one hundred eighty (180) calendar days after site development plan application approval **Completed 11-17-11 DG Parcel** **Completed 8-26-2013 Parcel B2-EPL**
Submission of Developer's evidence of financing the Project pursuant to Section 6.	Ten (10) days prior to closing. **Completed DG Parcel; Parcel B2 EPL**
Submittal of final architectural plans, civil plans, mechanical, electrical, and plumbing plans, landscape plans, and structural plan to City.	Not later than one hundred twenty (120) calendar days after site development plan application approval. **3-20-12 submittal DG Parcel** **11-20-13 submittal Parcel B2-EPL**

City of Las Vegas Agenda Item No.: **57.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS & COMMISSIONS:

ABEYANCE ITEM - For Possible Action - REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ADVISORY COMMITTEE ON BUS BENCH/SHELTER CONSTRUCTION AND MAINTENANCE - Vernell McNeal, Term Expires 1-21-2015; Pamella Cesena, Term Expires 2-1-2015

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Advisory Committee was created by Assembly Bill 239 to provide information and advice to the RTC concerning the construction and maintenance of benches and shelters for passengers of public mass transportation. There is no limit to the number of one-year terms which may be served and no City residency requirement. Mr. McNeal was originally appointed on January 21, 2012, he is eligible and wishes to be reappointed. Ms. Cesena was originally appointed February 1, 2014 and she no longer wishes to serve on the board. This item was held in Abeyance from the February 4, 2015 City Council meeting.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. Options are:
Reappoint Mr. McNeal OR appoint a new member to fill the seat and to appoint a new member to fill Ms. Cesena's seat.

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Recommendation Memos from David Bowers, Director of Public Works

1/22/2014

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

MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1. VERNELL PAUL McNEAL	1-4-2012 **(Effective 1/21/2012) (Reappt. 1/9/2013) (Reappt. 1/22/2014)**	1-21-2015
2. PAMELLA CESENA	2-1-2014	2-1-2015

******

AUTHORITY: NRS 277A.340 (NRS Chapter 373 repealed 2009)

TERM: 1 year term
Must fill unexpired terms
No term limit

APPOINTED: 2 members appointed by the City Council

PURPOSE: Provides information and advice to the Regional Transportation Commission concerning the construction and maintenance of benches and shelters for passengers of public mass transportation in the county.

MEETINGS: 3rd Thursday every other month at 3:00 P.M.

NOTES: **No City Residency Requirement**
No compensation, per diem, or travel expenses

CONTACTS: Jorge Cervantes, Director, Public Works, City of Las Vegas

Tina Quigley, General Manager, Regional Transportation Commission, 600 S. Grand Central Parkway, Ste. #350, Las Vegas, Nevada 89106 (676-1608)

Memorandum

City of Las Vegas
Department of Public Works
Administration

To: Beverly K. Bridges, MMC, City Clerk

From: David N. Bowers, Director of Public Works DB

CC: Vernell P. McNeal, Tina Quigley, General Manager, RTC

Date: January 7, 2015

Re: Vernell Paul McNeal – RTC Advisory Committee on Bus Bench/Shelter Construction and Maintenance Re-Appointment

---

We have contacted Mr. Vernell Paul McNeal, whose term on the Regional Transportation Commission of Southern Nevada Advisory Committee on Bus Bench/Shelter Construction and Maintenance expires on January 21, 2015. Mr. McNeal wishes to be appointed to another one-year term on the Committee. He has been regularly attending the meetings last year. I would like to recommend him for reappointment.

DNB:rc

Memorandum

City of Las Vegas
Department of Public Works
Administration

To: Beverly K. Bridges, MMC, City Clerk

From: David N. Bowers, Director of Public Works DB

CC: Pamella Cesena, Tina Quigley, General Manager, RTC

Date: January 7, 2015

Re: Pamella Cesena – RTC Advisory Committee on Bus Bench/Shelter Construction and Maintenance Re-Appointment

---

We have contacted Ms. Pamella Cesena, whose term on the Regional Transportation Commission of Southern Nevada Advisory Committee on Bus Bench/Shelter Construction and Maintenance expires on February 1, 2015. Ms. Cesena wishes to decline reappointment to this Committee.

DNB:rc

Memorandum

City of Las Vegas
Department of Public Works
Administration

To: Beverly K. Bridges, MMC, City Clerk

From: David N. Bowers, Director of Public Works DB

CC: Audrey Asselin, Tina Quigley, General Manager, RTC

Date: January 7, 2015

Re: Audrey Asselin – RTC Advisory Committee on Bus Bench/Shelter Construction and Maintenance New Appointment

---

We have contacted Ms. Audrey Asselin, who has expressed interest in serving a one-year term on the Regional Transportation Commission of Southern Nevada Advisory Committee on Bus Bench/Shelter Construction and Maintenance. Her term would commence on February 1, 2015. I would like to recommend her for appointment.

DNB:rc

City of Las Vegas Agenda Item No.: **58.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA (RTC) ADVISORY COMMITTEE ON BUS BENCH/SHELTER CONSTRUCTION AND MAINTENANCE - Pamella Cesena, Term Expires 2-1-2015

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Advisory Committee was created by Assembly Bill 239 to provide information and advice to the RTC concerning the construction and maintenance of benches and shelters for passengers of public mass transportation. There is no limit to the number of one-year terms which may be served and no City residency requirement. Ms. Cesena was originally appointed February 1, 2014 and she no longer wishes to serve on the board.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. Options are:
Appoint a new member to fill Ms. Cesena's seat.

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Recommendation Memos from David Bowers, Director of Public Works

2/4/2015

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

MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1. VERNELL PAUL McNEAL	1-4-2012 **(Effective 1/21/2012) (Reappt. 1/9/2013) (Reappt. 1/22/2014) (Reappt. 2/4/2015)**	1-21-2016
2. PAMELLA CESENA	2-1-2014	2-1-2015

******

AUTHORITY: NRS 277A.340 (NRS Chapter 373 repealed 2009)

TERM: 1 year term
Must fill unexpired terms
No term limit

APPOINTED: 2 members appointed by the City Council

PURPOSE: Provides information and advice to the Regional Transportation Commission concerning the construction and maintenance of benches and shelters for passengers of public mass transportation in the county.

MEETINGS: 3rd Thursday every other month at 3:00 P.M.

NOTES: **No City Residency Requirement**
No compensation, per diem, or travel expenses

CONTACTS: David Bowers, Director, Public Works, City of Las Vegas

Tina Quigley, General Manager, Regional Transportation Commission, 600 S. Grand Central Parkway, Ste. #350, Las Vegas, Nevada 89106 (676-1608)

Memorandum

City of Las Vegas
Department of Public Works
Administration

To: Beverly K. Bridges, MMC, City Clerk

From: David N. Bowers, Director of Public Works DB

CC: Pamella Cesena, Tina Quigley, General Manager, RTC

Date: January 7, 2015

Re: Pamella Cesena – RTC Advisory Committee on Bus Bench/Shelter Construction and Maintenance Re-Appointment

---

We have contacted Ms. Pamella Cesena, whose term on the Regional Transportation Commission of Southern Nevada Advisory Committee on Bus Bench/Shelter Construction and Maintenance expires on February 1, 2015. Ms. Cesena wishes to decline reappointment to this Committee.

DNB:rc

Memorandum

City of Las Vegas
Department of Public Works
Administration

To: Beverly K. Bridges, MMC, City Clerk

From: David N. Bowers, Director of Public Works DB

CC: Audrey Asselin, Tina Quigley, General Manager, RTC

Date: January 7, 2015

Re: Audrey Asselin – RTC Advisory Committee on Bus Bench/Shelter Construction and Maintenance New Appointment

---

We have contacted Ms. Audrey Asselin, who has expressed interest in serving a one-year term on the Regional Transportation Commission of Southern Nevada Advisory Committee on Bus Bench/Shelter Construction and Maintenance. Her term would commence on February 1, 2015. I would like to recommend her for appointment.

DNB:rc

City of Las Vegas Agenda Item No.: **59.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - HISTORIC PRESERVATION COMMISSION - Jarmilla McMillan-Arnold, Term Expiration 3-6-2015 and Jack LeVine, Term Expiration 3-8-2015

Fiscal Impact

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

PURPOSE/BACKGROUND:
Mr. Levine represents Category 4 – Experienced in Real Estate Profession and Ms. McMillan-Arnold 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 Mr. Levine OR Appoint a new member for Category 4, Experienced in Real Estate Reappoint Ms. McMillan-Arnold 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 Tom Perrigo, Acting Planning Director

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		
COSGROVE, SONDRA (Replaces Dorothy Wright – Resigned)	8/6/2014	3/24/2017
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. 5-7-2014)**	5/17/2018
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: LuAnn Holmes, Chief Deputy City Clerk

From: Tom Perrigo, Acting Director, Department of Planning

CC: Courtney Mooney, Urban Design Coordinator, Department of Planning

Date: January 12, 2015

Re: HPC Appointments

The following members' terms of office for the city of Las Vegas Historic Preservation Commission have expired or are scheduled to expire:

The term of Jarmilla McMillan-Arnold, Category 7 – at large, expires March 6, 2015. Commissioner McMillan-Arnold is eligible for reappointment and has expressed a desire to be reappointed in her existing category.

The term of Jack LeVine, Category 4 – Real Estate Professional, expires March 8, 2015. Commissioner LeVine is eligible for reappointment and has expressed a desire to be reappointed in his existing category.

Terms are 4 years, with no limit to the number of terms.

Staff has reviewed the current board interest forms and recommends both commissioners be reinstated in their current categories.

Should you need additional information, please contact Courtney Mooney at 229-5260.

TP: cm

City of Las Vegas Agenda Item No.: **60.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2015-4 - For Possible Action - Annexation No. ANX-56802 - Property location: located at 8180 North Monte Cristo Way, 7235 Racel Street, 8162 North Tioga Way, and the southeast corner of North Tioga Way and Ackerman Avenue; Petitioned by: Investor Equity Homes, LLC and Mosaic Land 2 LLC; Acreage: 11.31 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 located at 8180 North Monte Cristo Way, 7235 Racel Street, 8162 North Tioga Way, and the southeast corner of North Tioga Way and Ackerman Avenue. The annexation is at the request of the property owners. The annexation process has now been completed in accordance with the NRS and the final date of annexation (February 27, 2015) is set by this ordinance.

RECOMMENDATION:
ADOPTION at the 2/18/2015 City Council Meeting pursuant to the 2/2/2015 Recommending Committee Meeting

First Reading – 1/21/2015; First Publication – 2/5/2015

BACKUP DOCUMENTATION:
Bill No. 2015-4 and Location Map

BILL NO. 2015-4

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-56802)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described as located at 8180 North Monte Cristo Way, 7235 Racel Street, 8162 North Tioga Way, and the southeast corner of North Tioga Way and Ackerman Avenue.

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:

Those portions of the Southwest Quarter (SW 1/4) of Section 10, Township 19 South, Range 60 East, MDM, Clark County, Nevada, described as follows:

PARCEL 1
The Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 10, being that parcel of land conveyed to Investor Equity Homes, LLC, a Nevada limited liability company, and to Mosaic Land 2 L.L.C., a Nevada limited liability company, by that GRANT, BARGAIN, SALE DEED, recorded August 16, 2013 in

Book 20130816 as Instrument Number 02685 of Clark County, Nevada Records, together with those portions of RACEL STREET (30 foot half-street width), and TIOGA WAY (30 foot half-street width) conveyed to Clark County by that Grant Deed, recorded June 6, 1973 in Book 334 as Instrument Number 293766 of Clark County, Nevada Records.

PARCEL 2
The Northwest Quarter (NW 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 10, being that parcel of land conveyed to Investor Equity Homes, LLC, a Nevada limited liability company, by that GRANT, BARGAIN, SALE DEED, recorded June 21, 2013 in Book 20130816 as Instrument Number 01954 of Clark County, Nevada Records.

PARCEL 3
The North Half (N 1/2) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of said Section 10, being those parcels of land conveyed to Investor Equity Homes, LLC, a Nevada limited liability company, and to Mosaic Land 2 L.L.C., a Nevada limited liability company, by that GRANT, BARGAIN, SALE DEED, recorded December 20, 2013 in Book 20131220 as Instrument Number 01248 of Clark County, Nevada Records, together with those portions of TENAYA WAY (40 foot half-street width), RACEL STREET (30 foot half-street width), and MONTECRISTO WAY (30 foot half-street width) conveyed to Clark County by that Grant Deed, recorded September 8, 1969 in Book 976 as Instrument Number 783591 of Clark County, Nevada Records; by that GRANT, BARGAIN, SALE DEED, recorded April 30, 1984 in Book 1913 as Instrument Number 1872692 of Clark County, Nevada Records; by that Grant Deed, recorded September 6, 1973 in Book 362 as Instrument Number 321030 of Clark County, Nevada Records; by that Grant Deed, recorded October 9, 1973 in Book 370 as Instrument Number 329880 of Clark County, Nevada Records; and by that GRANT, BARGAIN, SALE DEED, recorded March 25, 1981 in Book 1373 as Instrument Number 1332552, of Clark County, Nevada Records.

Written by:
Neil Wacaser
City of Las Vegas, Department of Operations & Maintenance
333 N. Rancho Drive
Las Vegas, NV, 89106
(702) 229-2475
nwacaser@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 present or previous 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 27th day of February, 2015, 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 27th day of February, 2015, 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 27th day of February, 2015.

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.

. . .

. . .

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 _____, 2015.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LuAnn D. Holmes, Acting City Clerk

APPROVED AS TO FORM:

Val Steed 1-5-15
_____
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 _____, 2015, 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 _____, 2015, 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": _____

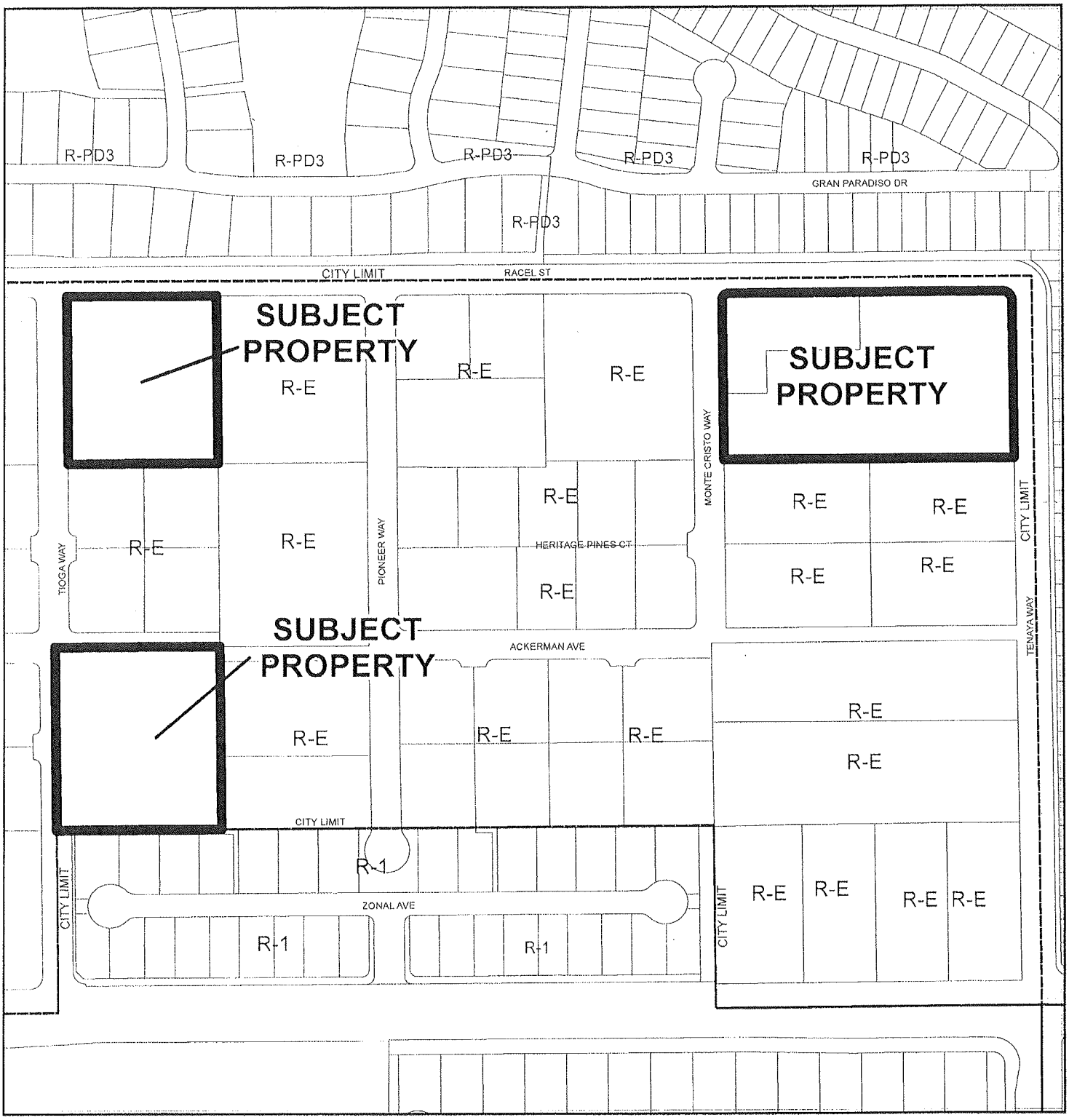
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LuAnn D. Holmes, Acting City Clerk



CASE: **ANX-56802 (PRJ-56714)**

0 200 400
Feet

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City of Las Vegas Agenda Item No.: **61.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2015-5 - For Possible Action - Annexation No. ANX-57016 - Property location: located at 8530 West Alexander Road; Petitioned by: T H M Enterprises, Inc.; Acreage: 5.10 acres; Zoned: R-E (County zoning), R-D (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 located at 8530 West Alexander Road. 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 (February 27, 2015) is set by this ordinance.

RECOMMENDATION:
ADOPTION at the 2/18/2015 City Council Meeting pursuant to the 2/2/2015 Recommending Committee Meeting

First Reading – 1/21/2015; First Publication – 2/5/2015

BACKUP DOCUMENTATION:
Bill No. 2015-5 and Location Map

BILL NO. 2015-5

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-57016)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described located at 8530 West Alexander Road.

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:

> Those portions of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 5, Township 20 South, Range 60 East M.D.M., Clark County, Nevada, described as follows:
>
> PARCEL 1
> That portion of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section 5 described as PARCEL ONE (1) by that GRANT, BARGAIN, SALE DEED, recorded September 15, 2014 in Book 20140915 as Instrument Number 02204 of Clark County, Nevada Records.

PARCEL 2
The Southeast Quarter (SE 1/4) of the of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of said Section 5, being PARCEL TWO (2) as described by that GRANT, BARGAIN, SALE DEED, recorded September 15, 2014 in Book 20140915 as Instrument Number 02204 of Clark County, Nevada Records, together with that portion of ALEXANDER ROAD dedicated to the County of Clark, a political subdivision of the State of Nevada, by that GRANT, BARGAIN, SALE DEED, recorded February 2, 2003 in Book 20030204 as Instrument Number 00290 of Clark County, Nevada Records.

Written by:
Neil Wacaser
City of Las Vegas, Department of Operations & Maintenance
333 N. Rancho Drive
Las Vegas, NV, 89106
(702) 229-2475
nwacaser@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 27th day of February, 2015, 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 27th day of February, 2015, 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 27th day of February, 2015.

SECTION 7: The described territory, which previously has been zoned R-E (County of Clark classification), is hereby classified as R-D (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.

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 _____, 2015.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LuAnn D. Holmes, Acting City Clerk

APPROVED AS TO FORM:

Val Steed 1-5-15
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 _____, 2015, 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 _____, 2015, 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": _____

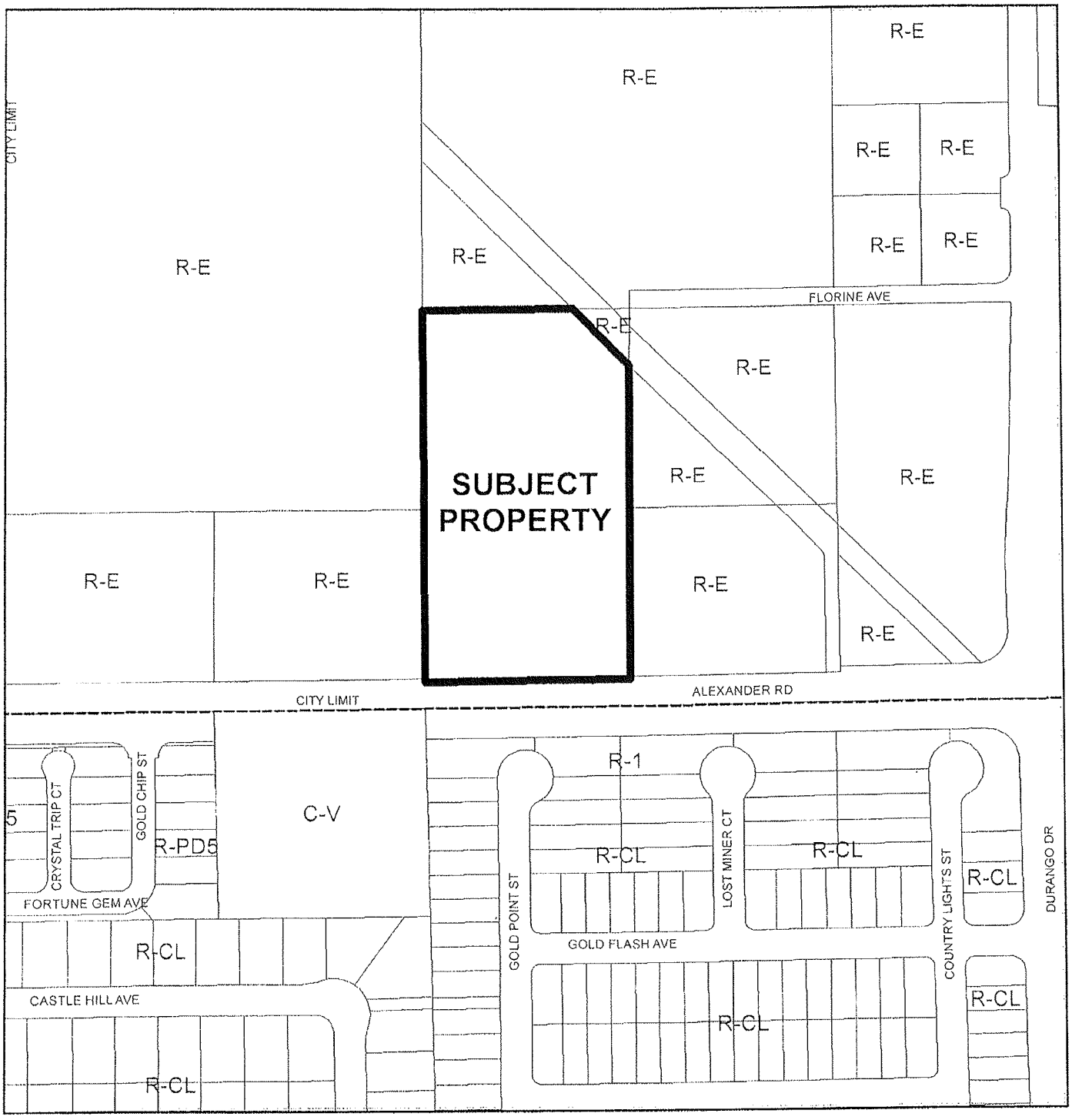
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LuAnn D. Holmes, Acting City Clerk



CASE: **ANX-57016 (PRJ-56704)**

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **62.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2015-6 - For Possible Action - Amends the Unified Development Code to establish standards for animated signs containing a changeable electronic message that are located in commercial and industrial districts. Sponsored by: Councilman Bob Beers and Councilman Bob Coffin

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 establish standards for animated signs containing a changeable electronic message that are located in commercial and industrial districts. The bill will add provisions to address transition timing and brightness. Those provisions are consistent with those applicable to supergraphic signage as well as State and Federal provisions regarding highway signage.

RECOMMENDATION:
ADOPTION at the 2/18/2015 City Council Meeting pursuant to the 2/2/2015 Recommending Committee Meeting

First Reading – 1/21/2015; First Publication – 2/5/2015

BACKUP DOCUMENTATION:
Bill No. 2015-6

BILL NO. 2015-6

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT CODE TO ESTABLISH STANDARDS FOR ANIMATED SIGNS CONTAINING A CHANGEABLE ELECTRONIC MESSAGE THAT ARE LOCATED IN COMMERCIAL AND INDUSTRIAL DISTRICTS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Beers
Councilman Bob Coffin

Summary: Amends the Unified Development Code to establish standards for animated signs containing a changeable electronic message that are located in commercial and industrial districts.

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 Section 2 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 2: Title 19, Chapter 8, Section 120, Subsection (B), is hereby amended to add a new Paragraph (11), reading as follows:

11. Animated Signs Containing a Changeable Electronic Message

a. Animated signs containing a changeable electronic message shall consist of static images that have a minimum duration of six seconds for each message. The transition time between each message shall be no more than two seconds with no motion or animation during the transition between messages.

b. Animated signs containing a changeable electronic message utilizing LED illumination shall adjust brightness automatically in response to changes in surrounding light levels so as not to be unreasonably bright. At no time shall the brightness of LED illumination exceed 300 nits. With respect to signage that is near Federal and State highways, nothing in the preceding sentence shall affect the application of more restrictive Federal and State standards governing the illumination of signs near such highways.

SECTION 3: For purposes of Section 2.100(3) of the City Charter, Section 19.08.120 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: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 6: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2015.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LuAnn D. Holmes, Acting City Clerk

APPROVED AS TO FORM:

Val Steed 1-5-15

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 _____, 2015, 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 _____, 2015, 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:

_____
LuAnn D. Holmes, Acting City Clerk

City of Las Vegas Agenda Item No.: **63.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2015-7 - For Possible Action - Establishes a procedure to hear appeals from City officers or employees regarding reprisals or retaliatory action for disclosing improper governmental action. Sponsored by: Mayor Pro Tem Stavros S. Anthony

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will establish a procedure to hear appeals from City officers or employees regarding reprisals or retaliatory action for disclosing improper governmental action. The adoption of this bill will comply with the provisions of State law on the subject.

RECOMMENDATION:
ADOPTION at the 2/18/2015 City Council Meeting pursuant to the 2/2/2015 Recommending Committee Meeting

First Reading – 1/21/2015; First Publication – 2/5/2015

BACKUP DOCUMENTATION:
Bill No. 2015-7

BILL NO. 2015-7

ORDINANCE NO. _____

AN ORDINANCE TO ESTABLISH A PROCEDURE TO HEAR APPEALS FROM CITY OFFICERS OR EMPLOYEES REGARDING REPRISALS OR RETALIATORY ACTION FOR DISCLOSING IMPROPER GOVERNMENTAL ACTION, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Pro Tem Stavros S. Anthony

Summary: Establishes a procedure to hear appeals from City officers or employees regarding reprisals or retaliatory action for disclosing improper governmental action.

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

SECTION 1: Title 3 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, consisting of the provisions set forth as Sections 2 to 6, inclusive, of this Ordinance.

SECTION 2: As used in this Chapter, unless the context otherwise requires:

"Improper governmental action" means any action taken by a City officer or City employee in the performance of his or her official duties, whether or not the action is within the scope of his or her employment, which is:

(A) In violation of any State law or regulation;

(B) In violation of a City ordinance;

(C) An abuse of authority;

(D) Of substantial and specific danger to the public health or safety; or

(E) A gross waste of public money.

"City employee" means any person who performs public duties under the direction and control of a City officer for compensation paid by or through the City.

"City officer" means a person elected or appointed to a position with the City that involves the exercise of a local governmental power, trust or duty, including:

(A) Actions taken in an official capacity which involve a substantial and material

exercise of administrative discretion in the formulation of City policy;

(B) The expenditure of City money; and

(C) The enforcement of City ordinances and regulations.

"Reprisal or retaliatory action" includes:

(A) The denial of adequate personnel to perform duties;

(B) Frequent replacement of members of the staff;

(C) Frequent and undesirable changes in the location of an office;

(D) The refusal to assign meaningful work;

(E) The issuance of letters of reprimand or evaluations of poor performance;

(F) A demotion;

(G) A reduction in pay;

(H) The denial of a promotion;

(I) A suspension;

(J) A dismissal;

(K) A transfer;

(L) Frequent changes in working hours or workdays; or

(M) If the employee is licensed or certified by an occupational licensing board, the filing with that board, by or on behalf of the employer, of a complaint concerning the employee, if such action is taken, in whole or in part, because the City officer or employee disclosed information concerning improper governmental action.

SECTION 3: A City officer or City employee who has disclosed information concerning improper governmental action and believes that, as a result of that disclosure, a reprisal or retaliatory action has been taken against the officer or employee, may file an appeal to determine whether reprisal or retaliatory action has been taken. The appeal must be filed not later than two years after the information is disclosed and not later than sixty days after the alleged reprisal or retaliatory action was taken against the officer or employee.

SECTION 4: An appeal filed pursuant to Section 3 of this Ordinance must be filed in writing with the City Manager. The appeal must include or contain a statement that sets forth with particularity:

(A) The facts and circumstances under which the disclosure of improper governmental action was made; and

(B) The reprisal or retaliatory action that is alleged to have been taken against the City officer or City employee.

Upon receipt of a timely appeal, the matter shall be assigned to a hearing officer appointed pursuant to Section 7 of this Ordinance. The hearing officer shall set a hearing date that is not later than twenty working days after the appeal was filed, unless the time limitation is waived, in writing, by the City officer or City employee or the hearing officer is unable to schedule a hearing within that period, in which case the hearing must be scheduled for the earliest possible date thereafter. Written notice of the time and place of the hearing must be given at least ten calendar days in advance.

SECTION 5: At a hearing held pursuant to Section 4 of this Ordinance:

(A) The person filing the appeal may represent himself at the hearing or be represented by an attorney or other representative;

(B) Technical rules of evidence do not apply;

(C) The hearing officer may determine the order and conduct of the hearing, administer oaths and affirmations, and examine witnesses;

(D) The hearing may be continued or recessed for good cause shown;

(E) Upon application by the person filing the appeal or the person alleged to have taken reprisal or retaliatory action, the hearing officer may:

(1) Issue subpoenas requiring the attendance and testimony of witnesses at the proceeding;

(2) Direct that the person filing the appeal or the person alleged to have taken reprisal or retaliatory action participate in a discovery conference at which both persons and their counsel

may put questions, receive answers, or request and receive copies of relevant documents or examine relevant documents and records and any other physical evidence which is intended to be used at the hearing.

SECTION 6: After the hearing and consideration of the evidence, the hearing officer shall render a decision in writing, setting forth the reasons therefor. If the hearing officer determines that the action taken was a reprisal or retaliatory action, he or she may issue an order directing the proper person to desist and refrain from engaging in such action.

SECTION 7: Title 2, Chapter 22, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 100, reading as follows:

2.22.100: The City Manager or City Attorney may appoint one or more hearing officers to conduct hearings and render decisions concerning appeals under Sections 2 to 6, inclusive, of this Ordinance. Any hearing officer so appointed shall receive such compensation as is considered appropriate by the appointing authority, and shall serve at the pleasure of the appointing authority.

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 _____, 2015.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LuAnn D. Holmes, Acting City Clerk

APPROVED AS TO FORM:

Val Steed 1-5-15
_____
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 _____, 2015, 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 _____, 2015, 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:

_____
LuAnn D. Holmes, Acting City Clerk

City of Las Vegas Agenda Item No.: **64.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2015-8 - For Possible Action - Amends Code provisions regarding the activation of parking meters to authorize additional means of activation. Sponsored by: Councilman Bob Coffin

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will amend Code provisions regarding the activation of parking meters to authorize additional means of activation. The amendment will 1) provide more flexibility regarding the payment of meter fees by electronic means, and 2) authorize the use of metered spaces by means of displaying a permit designed and issued for that purpose. The bill will also authorize the City to charge a convenience fee for electronic payments and a fee for the issuance of the type of parking permit authorized by the bill.

RECOMMENDATION:
ADOPTION at the 2/18/2015 City Council Meeting pursuant to the 2/2/2015 Recommending Committee Meeting

First Reading – 1/21/2015; First Publication – 2/5/2015

BACKUP DOCUMENTATION:
Bill No. 2015-8

BILL NO. 2015-8

ORDINANCE NO. _____

AN ORDINANCE TO AMEND CODE PROVISIONS REGARDING THE ACTIVATION OF PARKING METERS TO AUTHORIZE ADDITIONAL MEANS OF ACTIVATION, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Coffin

Summary: Amends Code provisions regarding the activation of parking meters to authorize additional means of activation.

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

SECTION 1: Title 11, Chapter 54, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.54.060: (A) Except in a period of emergency determined by an officer of the Department of Fire and Rescue or the Las Vegas Metropolitan Police Department, or in compliance with the directions of a police officer or traffic-control sign or signal, when any vehicle shall be parked in any parking space controlled by a parking meter, the operator of such vehicle shall, upon entering the parking meter space, immediately activate the meter in accordance with this Section. Failure to activate a meter in accordance with this Section is a violation of this Chapter.

(B) For purposes of this Section, activation of the meter consists of paying the amount required to set in operation the timing function of the meter[. Payment of the amount required for activation of the meter, and its activation,] or activating the meter by the alternate means described in Subsection (C) of this Section. Activation by payment may be accomplished by one of the following means:

(1) Deposit of the required amount in United States coin;

(2) An approved debit or credit payment; or

(3) [Insertion of an authorized key or card; or

(4) Other authorized electronic means.] Activation of the meter by electronic means established and approved by the City.

(C) As an alternative to meter activation by means of payment described in Subsection (B), a meter in a particular meter zone may be activated by the display of a valid permit that has been authorized, designated and issued by the City for use in that meter zone. The City may charge a fee for such a permit under the authority described in LVMC 11.54.100(A).

(D) In connection with authorizing payment by electronic means as described in Paragraph (3) of Subsection (B), the City is authorized to charge a convenience fee.

[(C)] (E) Upon activation of the parking meter in accordance with this Section, the parking space may be lawfully occupied by such vehicle during the period of time which has been prescribed for the part of the street in which said parking space is located and for the period during which the parking meter is activated.

SECTION 2: Title 11, Chapter 54, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

11.54.100: Parking or standing a vehicle in a parking meter space on the streets and parts of streets that are designated in Schedule 3-I, as the same is established pursuant to LVMC 11.54.020, or in any City-owned parking lot, is permissible in accordance with the rates and time limits which have been:

(A) Established by the [Traffic Engineer] Parking Services Division of the Department of Economic and Urban Development, and approved by the City Manager; and

(B) Indicated upon the parking meter or by means of a duly-posted sign.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases,

sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

SECTION 5: 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.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2015.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 1-8-15
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 _____, 2015, 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 _____, 2015, 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:

_____
LuAnn D. Holmes, MMC
City Clerk

City of Las Vegas Agenda Item No.: **65.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2015-9 - For Possible Action - Annexation No. ANX-57277 - Property location: located at 5620 North Rainbow Boulevard; Petitioned by: Thomas Lozzi and Valerie Adair; Acreage: 1.38 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 located at 5620 North Rainbow Boulevard. The annexation is at the request of the property owners. The annexation process has now been completed in accordance with the NRS and the final date of annexation (February 27, 2015) is set by this ordinance.

RECOMMENDATION:
Bill being heard at the Recommending Committee Meeting of February 17, 2015 and will be eligible for adoption on this February 18, 2015 City Council Meeting.

First Reading – 2/4/2015; First Publication – 2/5/2015

BACKUP DOCUMENTATION:
Bill No. 2015-9 and Location Map

BILL NO. 2015-9

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-57277)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described as located at 5620 North Rainbow Boulevard.

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 Southwest Quarter (SW 1/4) of Section 26, Township 19 South, Range 60 East, MDM, Clark County, Nevada, being LOT 9 in BLOCK 1 of the plat of RAINBOW GARDENS SUBDIVISION, on file in Book 17 of Plats, Page 6, of Clark County, Nevada Records, together with the adjoining portions of ANN ROAD and RAINBOW BOULEVARD, described as follows:
>
> BEGINNING at the southwest corner of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 26; thence along the west line of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 26, North 00°50'29" East, 166.19 feet to the westerly projection of the north line of

said LOT 9; thence along said westerly projection and along said northerly line, South 88°45'34" East, 318.59 feet to the northeast corner of said LOT 9; thence along the east line of said LOT 9 and along the southerly projection of said east line, South 01°14'26" West, 214.48 feet to the south line of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 26; thence along said south line, North 80°06'30" West, 321.09 feet to the POINT OF BEGINNING.

The Basis of Bearings for this land description is North 80°06'30" West, being the south line of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of Section 26, Township 19 South, Range 60 East, MDM, as shown on the plat of RAINBOW GARDENS SUBDIVISION, on file in Book 17 of Plats, Page 6, of Clark County, Nevada Records.

Written by:
Neil Wacaser
City of Las Vegas, Department of Operations & Maintenance
333 N. Rancho Drive
Las Vegas, NV, 89106
(702) 229-2475
nwacaser@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 27th day of February, 2015, 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 27th day of February, 2015, 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 27th day of February, 2015.

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 _____, 2015.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
Acting City Clerk

APPROVED AS TO FORM:

Val Steed 1-21-15
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 _____, 2015, 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 _____, 2015, 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": _____

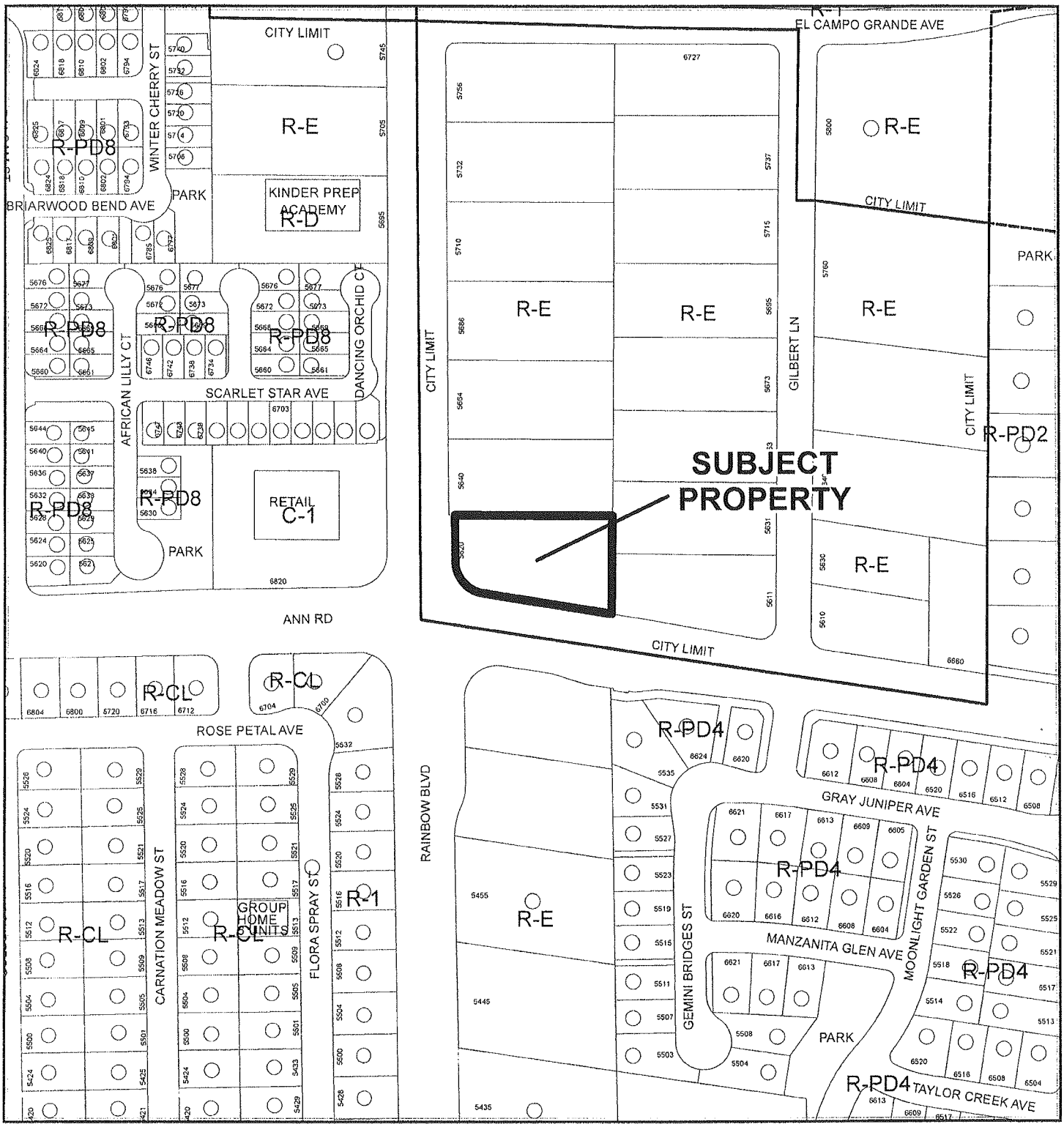
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
Acting City Clerk



CASE: **ANX-57277 (PRJ-57104)**

0 200 400 Feet

N

City of Las Vegas Agenda Item No.: **66.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2015-10 - Amends the Downtown Centennial Plan and the Symphony Park Design Standards Manual to authorize commercial recreation/amusement uses within the Parkway Center District and Symphony Park. Sponsored by: Councilman Ricki Y. Barlow

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will amend the Downtown Centennial Plan and the Symphony Park Design Standards Manual to authorize commercial recreation/amusement uses within the Parkway Center District and Symphony Park. The occasion for the bill is the possibility of a stadium in Symphony Park, but the bill's primary purpose is to make the "permitted uses" language of the Downtown Centennial Plan and the Symphony Park Design Standards consistent with that used in the City's Unified Development Code.

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. 2015-10

BILL NO. 2015-10

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE DOWNTOWN CENTENNIAL PLAN AND THE SYMPHONY PARK DESIGN STANDARDS MANUAL TO AUTHORIZE OUTDOOR COMMERCIAL RECREATION/AMUSEMENT USES WITHIN THE PARKWAY CENTER DISTRICT AND SYMPHONY PARK, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Ricki Y. Barlow

Summary: Amends the Downtown Centennial Plan and the Symphony Park Design Standards Manual to authorize commercial recreation/amusement uses within the Parkway Center District and Symphony Park.

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

SECTION 1: The Downtown Centennial Plan, as adopted by Ordinance No. 6051 and as subsequently amended, is hereby further amended as set forth in Section 2 of this Ordinance.

SECTION 2: Section VII(E)(2)(d) is hereby amended to read as follows, with deleted material indicated by bracketing and new material by underlining:

d. Recreation, Entertainment and Amusement Uses

- Casino/Hotels (only within Gaming Enterprise Overlay District)
- Commercial Recreation/Amusement (Outdoor)
- [Nightclub] Night Club
- [Sports Stadium]

SECTION 3: The Symphony Park Design Standards Manual, as adopted by Ordinance No. 6311, is hereby amended as set forth in Sections 4 and 5 of this Ordinance.

SECTION 4: Page 103 of the Symphony Park Design Standards Manual is hereby amended by deleting the phrase "Permitted Uses—Parkway Center" as it appears at the bottom of the first column, and by deleting the phrase "Development Standards" as it appears at the top of the second column.

SECTION 5: Page 103 of the Symphony Park Design Standards Manual is hereby amended by adding to the list of uses under the heading "Commercial/Retail, including without limitation:"

the following use:

Commercial Recreation/Amusement (Outdoor)

SECTION 6: The Department of Planning is authorized and directed to incorporate or cause to be incorporated into the Downtown Centennial Plan and the Symphony Park Design Standards Manual the amendments contained in this Ordinance.

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: 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 _____, 2015.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
Acting City Clerk

APPROVED AS TO FORM:

Val Steed 1-27-15
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 _____, 2015, 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 _____, 2015, 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:

_____
LUANN D. HOLMES, MMC
Acting City Clerk

City of Las Vegas Agenda Item No.: **67.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
NEW BILLS:

Bill No. 2015-11 - Annexation No. ANX-57239 - Property location: located at the northeast corner of West Tropical Parkway and North Monte Cristo Way; Petitioned by: Craig Johnson; Acreage: 1.26 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 the northeast corner of West Tropical Parkway and North Monte Cristo Way. The annexation is at the request of the property owners. The annexation process has now been completed in accordance with the NRS and the final date of annexation (March 27, 2015) 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. 2015-11 and Location Map

BILL NO. 2015-11

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-57239)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described generally as located at the northeast corner of West Tropical Parkway and North Monte Cristo Way.

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

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

> That portion of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 27, Township 19 South, Range 60 East, M.D.M., of Clark County Nevada, being LOT 2 and LOT 3 of Parcel Map in File 65, Page 12 as shown on GRANT BARGAIN, SALE DEED recorded February 28, 2014 in Book 20140228 as Instrument Number 02340 of Clark County Nevada records, together with the adjoining 40.00 foot half street right of way of Tropical Parkway and the adjoining 30.00 foot half street right of way of Monte Cristo Way, as dedicated by Parcel Map in File 4, Page 60 recorded January 17, 1975 in Book 488 as Document

Number 447644 of Clark County Nevada records.

BASIS OF BEARINGS: North 86°19'48" West, being the south line of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 27, Township 19 South, Range 60 East M.D.M., as shown on Parcel Map in File 4, Page 60 of Clark County Nevada Records.

Prepared by:
Brian Yu, PLS
Dept. of Operations 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 27th day of March, 2015, 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 27th day of March, 2015, 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 27th day of March, 2015.

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.

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 _____, 2015.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC
Acting City Clerk

APPROVED AS TO FORM:

Val Steed 1-29-15
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 _____, 2015, 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 _____, 2015, 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": _____

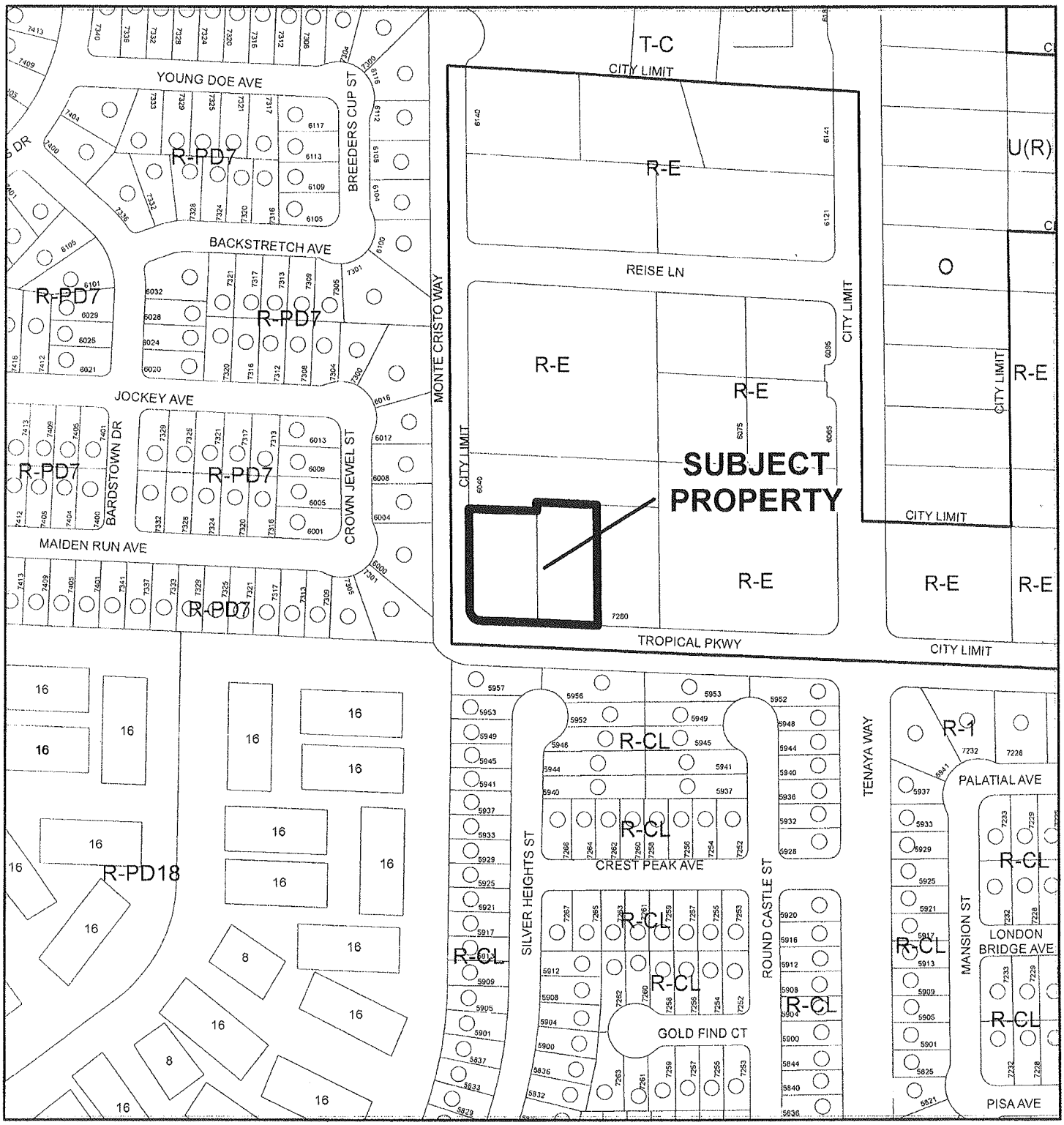
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC
Acting City Clerk



CASE: **ANX-57239 (PRJ-57092)**

0 200 400

Feet

N

City of Las Vegas Agenda Item No.: **68.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
NEW BILLS:

Bill No. 2015-12 - Updates provisions regarding the Parks and Recreation Advisory Commission. Sponsored by: Councilman Steven D. Ross

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will update provisions regarding the Parks and Recreation Advisory Commission. The update will conform Code provisions to reflect the current name of the Department of Parks and Recreation, current practice regarding the appointment of commission members, and current commission operation and responsibilities.

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. 2015-12

BILL NO. 2015-12

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE PROVISIONS REGARDING THE PARKS AND RECREATION ADVISORY COMMISSION, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Steven D. Ross

Summary: Updates provisions regarding the Parks and Recreation Advisory Commission.

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

SECTION 1: Title 2, Chapter 42, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.42.020: The Parks and Recreation Advisory Commission shall be appointed as follows:

(A) All members shall be appointed by the City Council. The Mayor shall have the right to nominate three persons to serve on the Commission. Each of the remaining members of the City Council shall have the right to nominate two persons to serve on the Commission.

(B) Members of the Commission shall serve for a period of three years.

(C) Vacancies in the Commission, occurring for reasons other than the expiration of a term, shall be filled by appointment by the City Council for the remainder of the term. The Parks and Recreation Advisory Commission may submit to the Council its recommendations for appointments and reappointments to the Advisory Commission.

SECTION 2: Title 2, Chapter 42, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.42.030: (A) The officers of the Parks and Recreation Advisory Commission shall be a Chairman, a Vice Chairman and a Secretary.

(B) Within fifteen days after the appointment of the Commission, the members shall meet in regular session and select from their members the Chairman and the Vice Chairman.

(C) The Secretary, who shall be the Director of [the Department of Parks and Leisure

Activities of the City,] Parks and Recreation or a designee, shall have no vote on the Commission.

(D) The duties of the officers of the Commission shall respectively be as are usually carried by such officers.

(E) The officers shall hold office for one year, or until their successors are selected.

SECTION 3: Title 2, Chapter 42, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.42.040: The Commission shall adopt [rules and regulations] bylaws to govern procedures and shall, by vote, set a time for regular meetings and shall determine the manner in which special meetings may be called, held, and the notice given.

SECTION 4: Title 2, Chapter 42, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

2.42.080: The duties of the Parks and Recreation Advisory Commission shall be:

(A) To make recommendations, in cooperation with the Director of [the Department of Parks and Leisure Activities,] Parks and Recreation, to the City Council on matters pertaining to public parks and public recreation and to cooperate with other governmental agencies and civic groups to facilitate sound park and recreation planning;

(B) To aid in coordinating the parks and recreation services with other governmental agencies and other voluntary organizations;

(C) To [assist in the functions of the Department of Parks, and Leisure Activities] advise the Department of Parks and Recreation regarding departmental functions which involve or affect the public; and

(D) To make recommendations to the City Council on matters pertaining to [the Municipal Golf Course, including, but not limited to capital improvements and green fees or any other charges to the public for use of the facilities.] golf courses that may be owned and operated by the City.

SECTION 5: Title 2, Chapter 42, Sections 50 and 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition (pertaining respectively to meeting minutes and removal of members),

are hereby repealed in their entirety.

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 _____, 2015.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC
Acting City Clerk

APPROVED AS TO FORM:

Val Steed 1-29-15
_____
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 _____, 2015, 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 _____, 2015, 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:

_____
LuAnn D. Holmes, MMC
Acting City Clerk

City of Las Vegas Agenda Item No.: **69.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
NEW BILLS:

Bill No. 2015-13 - Amends the animal control regulations to update the license fee exemption for certain types of animals. Proposed by: Michele E. Freeman, Director of Detention and Enforcement

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will amend the animal control regulations to update the license fee exemption for certain types of animals. The update will expand the existing exemption for guide dogs to include other animals that provide assistance.

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. 2015-13

BILL NO. 2015-13

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE ANIMAL CONTROL REGULATIONS TO UPDATE THE LICENSE FEE EXEMPTION FOR CERTAIN TYPES OF ANIMALS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Michele E. Freeman, Director of Detention and Enforcement

Summary: Amends the animal control regulations to update the license fee exemption for certain types of animals.

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

SECTION 1: Title 7, Chapter 4, Section 280, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition (pertaining to guide dogs), is hereby repealed in its entirety.

SECTION 2: Title 7, Chapter 8, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

7.08.070: The fee provisions of Section 7.08.060 shall not apply to [a dog which has been trained and is actually being used to act as a guide for the blind or deaf.] an animal:

(A) Which has been trained, and is actually being used, as a guide animal, hearing animal, assistance animal, or seizure alert animal; and

(B) Whose qualification under Subsection (A) has been documented to the satisfaction of the Animal Control Officer.

SECTION 3: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

. . .

SECTION 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2015.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC
Acting City Clerk

APPROVED AS TO FORM:

Val Steed 1-29-15
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 _____, 2015, 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 _____, 2015, 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:

_____
LuAnn D. Holmes, MMC
Acting City Clerk

City of Las Vegas Agenda Item No.: **70.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

SUBJECT:
NEW BILLS:

Bill No. 2015-14 - Authorizes officers of the Department of Detention and Enforcement to enforce or assist in the enforcement of LVMC Chapter 6.75 pertaining to short-term residential rentals. Sponsored by: Councilwoman Lois Tarkanian

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will authorize officers of the Department of Detention and Enforcement to enforce or assist in the enforcement of LVMC Chapter 6.75 pertaining to short-term residential rentals. That chapter primarily will be enforced by licensing officers, but this proposal will allow for assistance by Detention and Enforcement.

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. 2015-14

BILL NO. 2015-14

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING OFFICERS OF THE DEPARTMENT OF DETENTION AND ENFORCEMENT TO ENFORCE OR ASSIST IN THE ENFORCEMENT OF LVMC CHAPTER 6.75 PERTAINING TO SHORT-TERM RESIDENTIAL RENTALS, AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Lois Tarkanian

Summary: Authorizes officers of the Department of Detention and Enforcement to enforce or assist in the enforcement of LVMC Chapter 6.75 pertaining to short-term residential rentals.

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

SECTION 1: Title 6, Chapter 75, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 120, reading as follows:

6.75.120: Officers of the Department of Detention and Enforcement are authorized to enforce or assist in the enforcement of this Chapter.

SECTION 2: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

. . .

. . .

. . .

. . .

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2015.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
Acting City Clerk

APPROVED AS TO FORM:

Val Steed 1-29-15
_____
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 _____, 2015, 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 _____, 2015, 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:

_____
LUANN D. HOLMES, MMC
Acting City Clerk

City of Las Vegas Agenda Item No.: **71.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:

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

City of Las Vegas Agenda Item No.: **72.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $5,264.50 in out of pocket costs, and $19,500 in daily civil penalties for a total of $24,764.50 recorded against the property located at 556 East Oakey Boulevard PROPERTY OWNER: ABEL R. & MARIA L. PARENTE - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Today's hearing is a request from Marybel & John Martin, prior owner, to consider a request for a waiver and/or reduction of fees that have been assessed for failed inspection fees and penalties. The case originated on April 10, 2014 from a complaint from the Las Vegas Fire Rescue after a fire at the location. On April 10, 2014 Code Enforcement verified this residential property was open, accessible, with high weeds and grass, dead vegetation, and refuse and waste in all yards. A correction notice was posted and mailed to the owner at the time, Marybel & John Martin. A Notice and Order was issued on May 13, 2014. As a result of no response from the property owner, Code Enforcement proceeded with contractor abatement on July 22, 2014. A total of eight inspections were conducted until the case was closed August 4, 2014. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated November 26, 2014 from Marybel & John Martin, prior owner, requesting the fees and civil penalties be waived.

RECOMMENDATION:
That the City Council deny the request for a waiver and/or reduction of fees.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Case Information

Request for a Waiver and/or Reduction of Civil Penalties
Application

BUILDING AND SAFETY Development Services Center

SUBMIT APPLICATION TO:
City of Las Vegas / Code Enforcement Division
Attn: Michael Bouse, Manager
333 N. Rancho Dr.
Las Vegas, NV 89107
Voice: 702-229-4888 -- Fax: 702-382-4341

Please type and/or print
Submit only one signed original

Date of Application: 11-26-2014

Location and/or address of subject property:

Nearest major intersection: st louis and Maryland

Street Address: 556 E Oakey Blvd Las Vegas NV 89104

Parcel Number: 162-03-314-068

Applicant's Address/Contact Information:
Name Marybel & John Martin
(please check the following the applies)
■ Owner □ Purchaser □ Agent □ Other *(explain)*
Street Address/PO Box: 18371 SW Florendo Ln
City: Beaverton State: OR Zip Code: 97007
Phone No: 702-754-5551 E-mail: Fax No:

Property Owner's Address/Contact Information: (If different from applicant):
Name:
Street Address/PO Box:
City: State: Zip Code:
Phone No: E-mail: Fax No:

Amount of City of Las Vegas Lien on the Property: $ 24,644.50

Amount requested to be considered for waiving and/or reduced? $ 24,644.50

Signature of Applicant: Marybel Martin John Martin Date: 12-03-14

Signature of Owner: Date:

For Office Use Only:
Council Ward: ; Case/File Number: 139958; Council Action date of Lien:

81581

#33

Describe why the applicant is requesting a waiver/reduction:
(You may attach additional sheets if needed.)

The seller current status is no the best, divorce was involved seller no longer live on the home, home is currently under short sale and we need the fees waived in order to close and the bank to forgive the debt with the sale.

Describe the existing condition/situation of the subject property:
(You may attach additional sheets if needed.)

The property is currently vacant since its about to close, we have a short sale approval and the new owner will rehab the home and sell it to a new owner who can live there happily.

Describe the immediate plans for the property, including any planned improvements: *(You may attach additional sheets if needed.)*

At this time we do not have any plans of improvements, we have a short sale approval that expires on December, in order for this to take place we need the fees waived for the transaction to be completed, upon closing, the new owner will rehab the home completely and a new family will be placed to enjoy the home.

Code Enforcement Agenda Item Information Sheet

WARD 3: Councilman Coffin

Address: 556 E OAKEY BLVD

Description: SFR/ Vacant

Major Cross Street: Maryland & St. Louis

Zipcode: 89104

Current Ownership: PARENTE ABEL R & MARIA L

Since: 12/25/2014

Case 81581

Ownership at Time of Abatement: MARTIN MARYBEL & JOHN,

Case Opened:	9/4/2009
Case Closed:	10/15/2009

# of Inspections Completed: Total (4); Failed (2); Status Check (1); Passed (1)

Violations of: Vehicle over 1 ton stored on property and refuse/waste in yard areas.

OUT-OF-POCKET COSTS	ASSESSED	PAID	OUTSTANDING
INSPECTION COSTS RECOVERY FEE	$120.00	$0.00	$120.00
SUB-TOTAL OUT-OF-POCKET COSTS:	$120.00	$0.00	$120.00
CIVIL PENALTIES			
DAILY CIVIL PENALTIES	$0.00	$0.00	$0.00
TOTAL ALL COSTS, LATE FEE AND PENALTIES			**$120.00**

Case 139958

Case Opened:	4/10/2014
Notice & Order Issued:	5/12/2014
Case Closed:	8/4/2014
City Council Approved Lien:	9/23/2014

Certified Mail Receipt Signed by:

# of Inspections Completed: Total (8); Failed (6); Status Check (1); Passed (1)

Abatement Completed: 8/4/2014

Abatement of: Secured property by boarding all open doors and windows, removal of all refuse, waste and high dead vegetation from all yard areas.

Case 139958 Continued

OUT-OF-POCKET COSTS	ASSESSED	PAID	OUTSTANDING
ABATEMENT CONTRACT PRICE	$3,670.00	$0.00	$3,670.00
ADMINISTRATIVE COSTS RECOVERY FEE	$550.50	$0.00	$550.50
INSPECTION COSTS RECOVERY FEE	$840.00	$0.00	$840.00
LATE FEE	$84.00	$0.00	$84.00
SUB-TOTAL OUT-OF-POCKET COSTS:	$5,144.50	$0.00	$5,144.50
CIVIL PENALTIES			
DAILY CIVIL PENALTIES	$19,500.00	$0.00	$19,500.00
TOTAL ALL COSTS, LATE FEE AND PENALTIES			**$24,644.50**

Total Combined:

OUT-OF-POCKET COSTS	ASSESSED	PAID	OUTSTANDING
ABATEMENT CONTRACT PRICE	$3,670.00	$0.00	$3,670.00
ADMINISTRATIVE COSTS RECOVERY FEE	$550.50	$0.00	$550.50
INSPECTION COSTS RECOVERY FEE	$960.00	$0.00	$960.00
LATE FEE	$84.00	$0.00	$84.00
SUB-TOTAL OUT-OF-POCKET COSTS:	$5,264.50	$0.00	$5,264.50
CIVIL PENALTIES			
DAILY CIVIL PENALTIES	$19,500.00	$0.00	$19,500.00
TOTAL ALL COSTS, LATE FEE AND PENALTIES			**$24,764.50**

Property Value Per Zillow.com: $145,349 As of: 01/12/2015

STAFF RECOMMENDATION: DENIAL OF THE WAIVER REQUEST

If the Hearing Officer desires to approve a waiver of 90%, below are the amounts that would be owed:

Out of Pocket Costs		**$5,264.50**
10% of Civil Penalty	**+**	**$1,950.00**
Total Due		**$7,214.50**

Condition of Waiver: Amount to be paid within 30 days or reverts back to original amount due.

Consideration of Waiving Fees and/or Penalties

Code Enforcement Staff Report

Case #139958

556 East Oakey Blvd

Las Vegas, Nevada 89104 (Ward 3)

Requestor: Marybel & John Martin

Property Currently Owned by: Marybel & John Martin

Property Owner Time at Case: Marybel & John Martin

Request:

The owner Marybel & John Martin has requested a waiver and/or reduction of fees that have been assessed for failed inspection fees, abatement costs and penalties for 556 East Oakey Blvd.

The current property owner is Marybel & John Martin. The property owner is attempting to short sale the residence due to a divorce and is requesting to discuss the waiver of the fees and penalties outstanding on this property.

Background Information:

This case originated on April 10th, 2014, from a complaint from the Las Vegas Fire Rescue after a fire at the location. On April10th, 2014, the Code Enforcement officer responded to a single family home that had high weeds and grass, dead vegetation, along with refuse and waste in all yards. The officer also found on the west side of the residence where the property was open and accessible. The officer mailed a correction notice to the owner of record as listed with Clark County Assessor at the time Marybel & John Martin also contacted and faxed a copy of the correction notice to the realtor posted on site. Code Enforcement did not receive a response from the owner nor had any action been taken by the realtor to correct the violations. A Notice and Order was issued on May 13th, 2014 and a copy of the Notice and order was faxed to the Realtor. As a result of no response from the property owner, Code Enforcement proceeded with contractor abatement on July 22nd, 2014. A total of eight inspections were conducted until the case was closed August 4th, 2014.

Conclusion:

Code Enforcement received communication from the owner Marybel & John Martin on November 26th, 2014. All mail on this case was returned undeliverable; no responsible party located to abate violations resulted in Code Enforcement having a contractor perform the abatement. Total outstanding for both cases is $5264.50in out of pocket costs and $19,500 in Daily Civil Penalties. Total owed on both cases is $24,764.50. As of January 21, 2015, no payments have been received.

Staff Recommendation:

Staff recommends denial of waiver request.

Attachments:

A. Case 81581- Summary
B. Notices
C. Inspection Pictures
D. Case 139958 – Summary
E. Notices
F. Inspection Pictures

Attachment A

Case 81581 – Summary

City of Las Vegas
Department of Planning Department
Code Enforcement Case Report

Case # 81581

556 E OAKEY BLVD - Map # 02525-54 Parcel 16203314068

Owner Information:

MARTIN MARYBEL & JOHN
7104-178 ST PLACE
BEAVERTON, OR 97007

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: LONG COMMERCIAL MOVING VAN PARKED ON PROPERTY OVER A MONTH

Case Assigned To: Follow Up Inspection Date:

Date Case Opened: September 04, 2009 Ward: 3

Date Case Resolved: October 15, 2009 Source: CITZ

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

Violations:

Violation

Violation Date	Status/Completed Date	Location

Comments

AN-003: 9.04.010 (4) REFUSE & WASTE
9/16/09 COMPLIED 10/15/09 Front area by drive way
Remove all refuse and waste from front area of property. Maintain at all times. Remove tires and palm branches by driveway.

AN-015: 9.12.030 STORED MATERIALS
9/29/09 OPEN Driveway
Remove wood and tables from driveway. Keep front area free of storage.

AZ-003E: 19.04.010 (4) VEH 1 TON/REPAIR
9/16/09 OPEN Driveway
Remove vehicle from property that is in excess of allowed carrying capacity. Remove Whi Commercial Van NV/TAT2MAN commercial vehicles not permited in R-1 (Residential zoned area) .

Chronology of Events:

September 16, 2009 **Insp#: 886467**

33) Observed Commercial vehicle in drive way and tires and palm branches in front yard by driveway. Posted notice and mailed copy to owner in Oregon. Call back set for 09/28/09.

September 29, 2009 **Insp#: 890367**

33) Commercial vehicle removed , still palm branches and tires, also now wood and tables stored in driveway, Failed inspection, mailed notice to owner and tenant, assessed $120 fee photo's taken.

October 07, 2009 **MISCELLANEOUS**

Owners Martin & John Marybel have not lived at 7104 S 178th Place, Beaverton, OR for 5 yrs.

October 09, 2009 **Insp#: 896651**

33) Met with Realtor who is handling eviction 09E-15694, tenants moved out and they are cleaning the property. Will check back on 10/15/09. Realtor Martin 433-6442, fax- 383-8145

October 12, 2009 **TELEPHONE CONVERSATION**

33) Spoke with owner Mary Bell Martin, 503-356-6796 or 503-913-0065, Address 18371 SW Florenda Lane, Beaverton, Oregon 97007, advised of violations, mailed copies of violations. Tried several times to fax notice to Martin Prop care taker.

33) Clean, closed, secure.

Attachment B

Notices

City of Las Vegas
Neighborhood Services Department
Neighborhood Response - Code Enforcement
416 N. 7th Street - Las Vegas, Nevada 89101
GENERAL CORRECTION NOTICE
1st NOTICE

Case # 81581 **Location: 556 E OAKEY BLVD**

LVMC 9.04.010 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

9.04.010 "Responsible party" means any tenant occupant, lessor, lessee, manager, licensee or other person having control over a structure or parcel of land in the City.

I have this day inspected this property and have found the following violation(s) of the City of Las Vegas Municipal Code(s):

19.04.010 (4) VEH OVER 1 TON

LVMC 19.04.010 LAND USE TABLES

The use of buildings, structures and land shall be permitted only in accordance with the following Land Use Tables, and subject to all other applicable requirements of this Title.

Vehicle Parking,Storage or Repair in Residential Zoning Districts

Description:The parking, storage or repair of vehicles as an accessory use in residential zoning districts Vehicle Parking,
Storage or Repair in Residential Zoning Districts

Conditional Use Regulations:

4. Any vehicle being repaired, stored or parked for more than 4 hours on property in a residential district shall have a manufacturers rated carrying capacity not to exceed one ton, and any vehicle being repaired must be owned by a permanent resident at the location where the repair takes place, except as provided in Regulation 9 below.

Remove vehicle from property that is in excess of allowed carrying capacity. Remove Whi Commercial Van NV/TAT2MAN commercial vehicles not permited in R-1 (Residential zoned area) .

9.04.010 (4) REFUSE & WASTE

LVMC 9.04.010 (4) Any refuse, waste, litter or other material, regardless of its market value, which, by reason of its location or character, is unsightly or interferes with the reasonable use and enjoyment of adjacent properties, has a detrimental effect upon adjacent property values, or would hamper or interfere with the containment of fire upon the premises. Examples include, without limitation, decaying or non-decaying solid and semi-solid wastes, whether or not combustible, such as old lumber, tin, wire, cans, barrels, cartons, boxes, rags, tires, inner tubes, brush, grass and hedge clippings, rocks, bricks, cinders, scrap iron, buckets, tubs, windows, screens, glass, bottles, wastepaper, bedsprings, mattresses, discarded furniture and appliances, bedding and material cleaned from animal or fowl pens, automobile parts, scrap paving material, and piles of earth mixed with other waste material which may harbor insect or rodent infestations or may become a fire hazard.

Remove all refuse and waste from front area of property. Maintain at all times.

Remove tires and palm branches by driveway.

Any repeat violation within next 12 months will be subject to immediate fee of $120.

Property must be in compliance with the LVMC before the re-inspection date of **September 28, 2009**
If after this date, the property is not brought into compliance, criminal and civil prosecution may be sought concurrently in accordance with L.V.M. C 9.04.020. The penalty for such criminal violation(s), upon conviction, is a fine not exceeding one thousand dollars or imprisonment for a term not exceeding six (6) months, or any combination of such fine and imprisonment. Furthermore, each day that a violation continues to exist constitutes a separate offense.

Fee's and civil penalties assessed today: **No Fee**

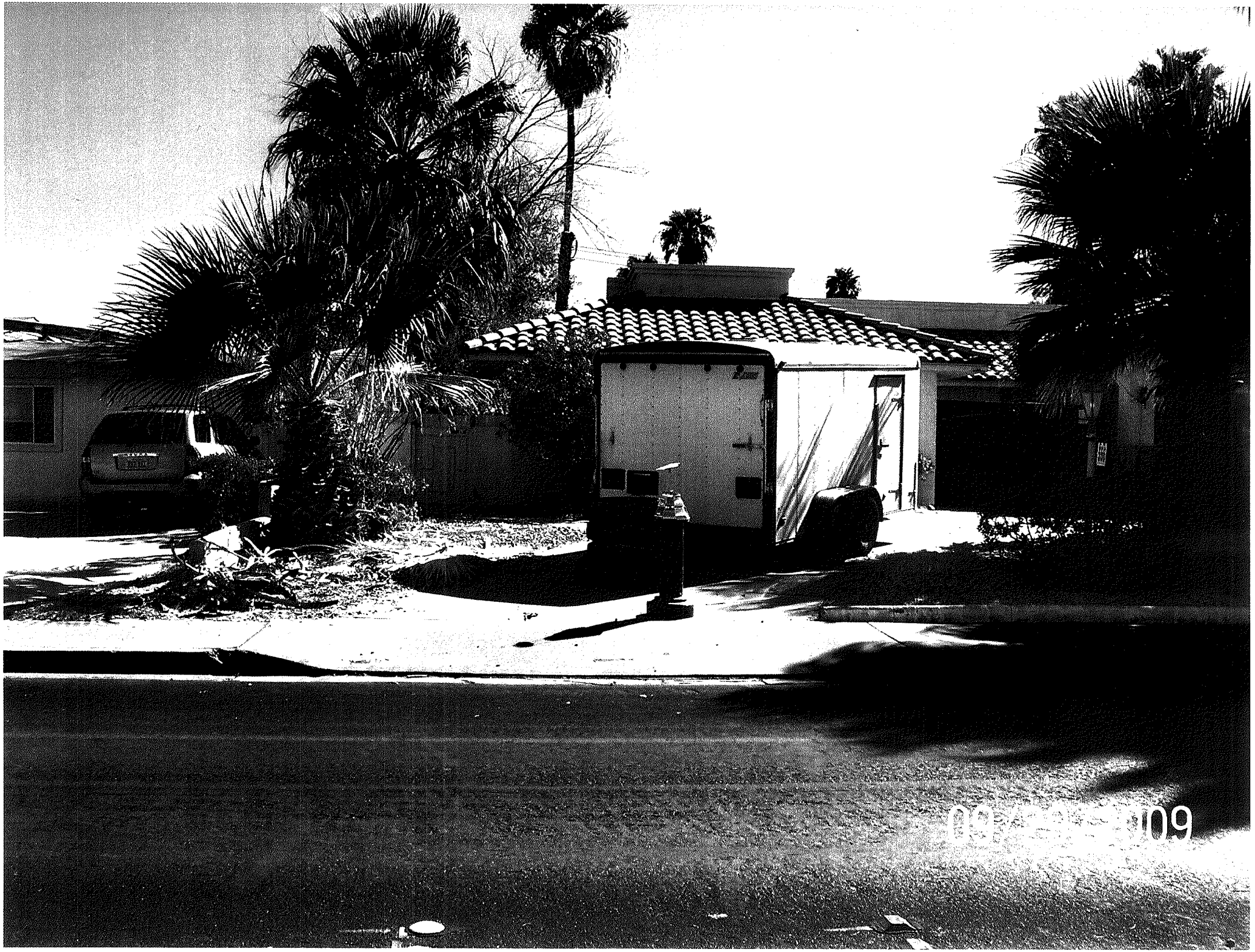
If you have any questions, please call officer at **(702)229-4917**

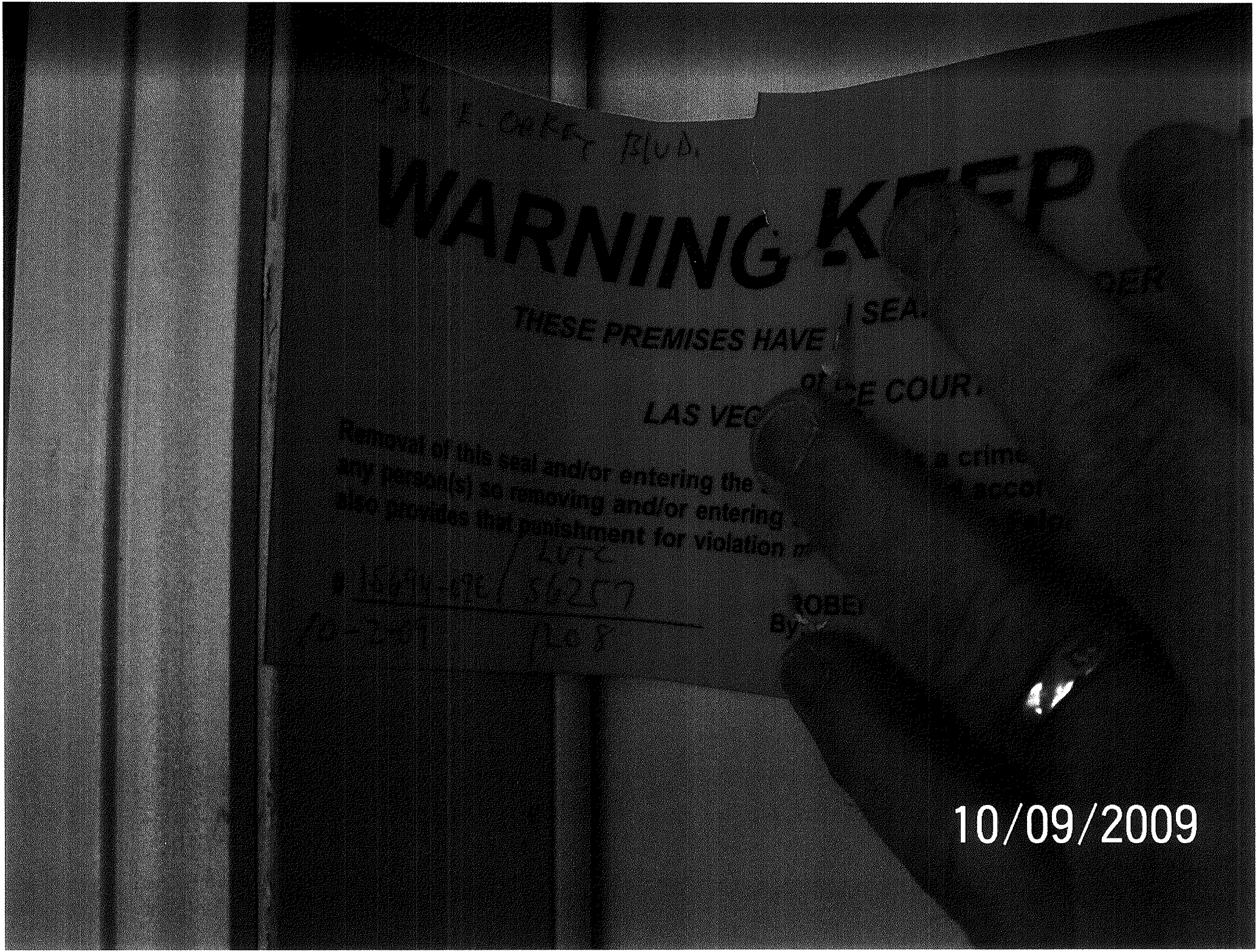
33, ROGERS	**September 16, 2009**	**September 28, 2009**
Officer	Date	Reinspection Date

Additional Comments: N/A

Attachment C

Inspection Pictures


09


WARNING KEEP
THESE PREMISES HAVE
SEA.
LAS VEG
Removal of this seal and/or entering the
any person(s) so removing and/or entering
also provides that punishment for violation
By
10/09/2009

10/09/2009

10/09/2009

Attachment D

Case 139958- Summary

City of Las Vegas
Department of Planning Department
Code Enforcement Case Report

Case # 139958

556 E OAKEY BLVD - Map # 02525-54 Parcel 16203314068

Owner Information:

MARTIN MARYBEL & JOHN
18371 SW FLORENDO LN
BEAVERTON, OR 97007-9057

Zoning Information: R-1(SINGLE FAMILY RESIDENTIAL)

Case Comments: vacant- recent fire please check for security, does it need to be demolished.

Case Assigned To:

Follow Up Inspection Date:

Date Case Opened: April 10, 2014

Ward: 3

Date Case Resolved: August 04, 2014

Source: FD

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

Violations:

Violation

Violation Date	Status/Completed Date	Location
Comments		

AB-006: 16.08.010 UDB SEC 403
4/10/14 OPEN Property
Secure all structures to City of Las Vegas specifications. Secure all windows, doors and openings.

AN-003: 9.04.010 (4) REFUSE & WASTE
4/10/14 OPEN Property
Remove all refuse and waste from all areas of property. Maintain at all times. Remove all trash, refuse and branches.

AN-006: 9.04.010(7)(A) HIGH VEGETATION
4/10/14 OPEN Entire Property
Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.

AN-007: 9.04.010(7)(B) DEAD VEGETATION
4/10/14 OPEN Property
Remove all dead vegetation from all areas of property. Maintain free of dead debris at all times.

Chronology of Events:

April 10, 2014 **Insp#: 1599518**

33) Observed refuse and weeds through out property, property secured by fire, only opening to rear is on west side,. Several dead branches in front and rear, appears possible cause was from power theft from power pole all is now disconnected. For sale sign in fron shows Realtor Nora Aguirre 721-7789 motion properties. Fire contained mostly to rear of the property. Obvious signs on inside of transients living on inside. Placed call to agent spoke with jaun provided me with fax # of 359-0038

April 10, 2014 **CORRECTION NOTICE ISSUED**

April 21, 2014 **Insp#: 1599714**

33) Property is still unsecure, failed inspection, photo's taken, rear slider is now unsecure, is a safeguard sticker on rear door, will send notice of failed inspection to them also and start research and do Notice and Order.

April 21, 2014 **CORRECTION NOTICE ISSUED**

May 08, 2014	**SEWER INFORMATION RESEARCH**	
	33) In old owners Name. Delinquent.	
May 08, 2014	**TREASURER INFORMATION RESEARCH**	
	33) Still in owners name.	
May 08, 2014	**FORECLOSURE REGISTRY INFO**	
	33) Property is not registered.	
May 08, 2014	**MERS INFORMATION RESEARCH**	
	33)Nothing located.	
May 08, 2014	**NOTICE AND ORDER REQUEST**	
	33) Case prepared for review by 21.	
May 08, 2014	**NOTICE AND ORDER PROCESSING**	
	33) All correction notices faxed to realto, no response, search of internet, nothing to add to case.	
May 12, 2014	**NOTICE AND ORDER PROCESSING**	
	21)refer file to 33 to post and enter cert. mail info.	
May 12, 2014	**NOTICE AND ORDER ISSUED**	
May 13, 2014	**Insp#: 1604071**	
	33) No change in the property, photo's taken of posting, posted on boarded front door, will fax copy to realtor. Call back set for 05/27/14. Affidavit of posting completed.	
May 15, 2014	**RECORDED DOCUMENT**	
	Ld) Recorded N&O dated 5/13/14	
May 22, 2014	**PHONE CALL**	
	33) Received call from Nora, cell-610-9574, 6226886, left my e-mail and cell advised I need time line as to when property was going to be cleaned or sold and new owner was going to clean.	
June 04, 2014	**Insp#: 1616096**	
	33) Even after giving agent time more time, nothing has been done except piles have been made, but now windows are open in front and the property is even more unsecure. Moving forward with abatement.	
June 09, 2014	**BID REQUEST BY OFFICER**	
	21)refer to office staff JR for bids	
June 09, 2014	**BID PREPERATION**	
	bid prep	
June 09, 2014	**BID REQUEST SENT**	
	RFQ sent to contractors. Bids due 6/12	
June 16, 2014	**BID RECEIVED**	
	recorded & scanned bids received: 1)CGI=$3670; 2)Weaver=$3840	
June 16, 2014	**ADMINSTRATIVE**	
	bid approval given to #21	
June 16, 2014	**10 DAY NOTICE PROCESSING**	
	10 day sent. File given to #33 for posting.	
June 16, 2014	**10 DAY BEFORE ABATEMENT NOTICE**	

June 17, 2014	**Insp#: 1627965**	
	33) No change to the property, found transients living in the rear, residence is open and accessible front windows were wide open, Photo's taken. While completing affidavit observed 2 males and 2 females leave the property. Notice was posted on the front window. E-mail sent to COP to have patrol check on occasion until can be secured, will also fax copy to realtor.	
July 01, 2014	**FORECLOSURE REGISTRY INFO**	
	33) No listing in foreclosure registry.	
July 01, 2014	**RECORDERS RESEARCH**	
	33) Only new recording is the Notice and Order.	
July 01, 2014	**TREASURER INFORMATION RESEARCH**	
	33) Still in owners name.	
July 01, 2014	**SEWER INFORMATION RESEARCH**	
	33) Still in owners name.	
July 01, 2014	**SEWER INFORMATION RESEARCH**	
	33) Still in owners name.	
July 01, 2014	**MERS INFORMATION RESEARCH**	
	33) No information found.	
July 01, 2014	**PROCEED WITH ABATEMENT**	
	33) Research completed and photo's completed file forwarded to 21 for review and to procede with abatement.	
July 01, 2014	**Insp#: 1634540**	
	33) Property still unsecure, still refuse, high weeds, and dead vegetation. Transients still encamping on rear of the property will move forwardwith abatement.	
July 02, 2014	**PROCEED WITH ABATEMENT**	
	21)AAR- refer file to office staff JR to proceed.	
July 02, 2014	**ADMINSTRATIVE**	
	PO requested. Pending MB approval	
July 15, 2014	**ADMINSTRATIVE**	
	start date requested	
July 16, 2014	**BID AWARDED TO CONTRACTOR**	
	award letter sent to contractor	
July 16, 2014	**VIDEO REQUEST**	
	before video requested from #21	
July 16, 2014	**AWARD OF BID**	
July 17, 2014	**PRE-ABATEMENT VIDEO**	
	21)photos in f drive	
July 17, 2014	**Insp#: 1642593**	
	21)Front appears secure at this time- several windows and slider accessible in rear- persons camping inside.Debris in all yards- largest amount in rear. Palm tree fronds hanging to ground level-dear dry. Refer CGI.	
July 28, 2014	**VIDEO REQUEST**	
	after video requested from #21	

August 04, 2014	**POST-ABATEMENT VIDEO**	
	21)photos in f drive	
August 04, 2014	**Insp#: 1651605**	
	21)All doors and windows now boarded/secured.Debris removed all yards. Overgrown palms trimmed in frontyard- persons camping underneath. CGI/ close	
August 18, 2014	**ADMINSTRATIVE**	
	recorded & scanned invoice	
August 18, 2014	**ADMINSTRATIVE**	
	recorded & scanned eval	
September 17, 2014	**CITY COUNCIL AGENDA PREP**	
	Ld) Scheduled to go before Hearing Officer 9/23/14, sent report of expenses letter to owner	
September 18, 2014	**NOTICE OF PUBLIC HEARING POST**	
	33) Posted on front boarded window, photo's taken, and affidavit of posting completed.	
November 18, 2014	**PAYOFF REPORT**	
January 14, 2015	**PAYOFF REPORT**	

Attachment E

Notices

City of Las Vegas
Department of Building and Safety
Code Enforcement Division
333 N. Rancho Dr.- 2nd Floor -
Las Vegas, Nevada 89106

2nd CORRECTION NOTICE

Case # 139958 **Location: 556 E OAKEY BLVD**

LVMC 9.04.010 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

LVMC 9.04.010 "Responsible party" means any tenant occupant, lessor, lessee, manager, licensee or other person having control over a structure or parcel of land in the City.

I have this day inspected this property and have found the following violation(s) of the City of Las Vegas Municipal Code(s):

16.08.010 UDB SEC 403

LVMC 16.08.010 Uniform Dangerous Building Code
Section 403 - Repair, Vacation and Demolition

The following standards shall be followed by the building official(and by the board of appeals if an appeal is taken) in ordering the repair, vacation and demolition of any dangerous building or structure:

1. Any building declared a dangerous building under this code shall be made to comply with one of the following:

1.1 The building shall be repaired in accordance with the current building code or other current code applicable to the type of substandard conditions requiring repair; or

1.2 The building shall be demolished at the option of the building owner; or

1.3 If the building does not constitute an immediate danger to the life, limb, property or safety of the public it may be vacated, secured and maintained against entry.

2. If the building or structure is in such condition as to make it immediately dangerous to the life, limb property or safety of the public or its occupants, it shall be ordered to be vacated.

3. If any building is vacated in order for repairs to be made in compliance with an order issued under this Code, a certificate of occupancy must be obtained upon completion of the repairs before reoccupancy will be permitted.

4. Whenever required permits are not taken out for repairs ordered to be made under this Code within the time specified therefor, or repair work is done without the benefit of any required permit, the building official is authorized to charge and collect, in connection with the issuance of permits, an administrative fee of one hundred dollars for each noncomplying single family dwelling unit and fifty dollars for each noncomplying dwelling unit within a multiple family dwelling.

Location	Comments
Property	*Secure all structures to City of Las Vegas specifications. Secure all windows, doors and openings.*

9.04.010 (4) REFUSE & WASTE

LVMC 9.04.010 (4) Any refuse, waste, litter or other material, regardless of its market value, which, by reason of its location or character, is unsightly or interferes with the reasonable use and enjoyment of adjacent properties, has a detrimental effect upon adjacent property values, or would hamper or interfere with the containment of fire upon the premises. Examples include, without limitation, decaying or non-decaying solid and semi-solid wastes, whether or not combustible, such as old lumber, tin, wire, cans, barrels, cartons, boxes, rags, tires, inner tubes, brush, grass and hedge clippings, rocks, bricks, cinders, scrap iron, buckets, tubs, windows, screens, glass, bottles, waste paper, bedsprings, mattresses, discarded furniture and appliances, bedding and material cleaned from animal or fowl pens,

automobile parts, scrap paving material, and piles of earth mixed with other waste material which may harbor insect or rodent infestations or may become a fire hazard.

Location	Comments
Property	*Remove all refuse and waste from all areas of property. Maintain at all times. Remove all trash, refuse and branches.*

9.04.010(7)(A) HIGH VEGETATION

LVMC 9.04.010 (7) Any other act or condition, other than those permitted by NRS 40.140 and 202.450, which, by reason of its nature, character or location, interferes with the reasonable use and enjoyment of adjacent properties, or which has a detrimental effect upon adjacent property values. Such nuisances include without limitation the following:

(a) Weeds, turf grass, or uncultivated plant growth exceeding eight inches in height, either on a vacant parcel or on a developed parcel at a location visible from public property;

Location	Comments
Entire Property	*Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.*

9.04.010(7)(B) DEAD VEGETATION

LVMC 9.04.010 (7) Any other act or condition, other than those permitted by NRS 40.140 and 202.450, which, by reason of its nature, character or location, interferes with the reasonable use and enjoyment of adjacent properties, or which has a detrimental effect upon adjacent property values. Such nuisances include without limitation the following:

(b) Dead trees, plants and other vegetation that present a fire hazard or are otherwise a threat to property or to the health and safety of the public or a segment thereof;

Location	Comments
Property	*Remove all dead vegetation from all areas of property. Maintain free of dead debris at all times.*

Property must be in compliance with the LVMC before the re-inspection date of **April 30, 2014**.
If after this date, the property is not brought into compliance, criminal and civil prosecution may be sought concurrently in accordance with L.V.M.C. 9.04.030. The penalty for such criminal violation(s), upon conviction, is a fine not exceeding one thousand dollars or imprisonment for a term not exceeding six (6) months, or any combination of such fine and imprisonment. Furthermore, each day that a violation continues to exist constitutes a separate offense.

Any repeat violation within next 12 months will be subject to immediate fee of $120.

Fees and Civil Penalties assessed today: **$120.00**

Total Fees and Civil Penalties assessed to date: **$120.00**

If you require an extension of time or if you have any questions, please call officer at (702)229-4917 before the next re-inspection date or fees may be assessed.

33, ROGERS	04/21/2014	4/30/2014
Officer	Date	Reinspection Date

Additional Comments: N/A

City of Las Vegas
Department of Building and Safety
Code Enforcement Division
333 N. Rancho Dr.- 2nd Floor -
Las Vegas, Nevada 89106

1st CORRECTION NOTICE

Case # 139958 **Location: 556 E OAKEY BLVD**

LVMC 9.04.010 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection. In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. On the 2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed; on the 3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed; on the 4th re-inspection and any future re-inspections will be assessed a $180 re-inspection fee + a $500.00 civil penalty. Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance (1) shall be guilty of a misdemeanor; (2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day, or for commercial properties; civil penalties of not more than one thousand ($1000.00) per day, for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. The $500.00 or $1000 daily civil penalty will be determined at the discretion of the city council. Any and all unpaid fees are subject to collection and/or liens.

LVMC 9.04.010 "Responsible party" means any tenant occupant, lessor, lessee, manager, licensee or other person having control over a structure or parcel of land in the City.

I have this day inspected this property and have found the following violation(s) of the City of Las Vegas Municipal Code(s):

16.08.010 UDB SEC 403

LVMC 16.08.010 Uniform Dangerous Building Code
Section 403 - Repair, Vacation and Demolition

The following standards shall be followed by the building official(and by the board of appeals if an appeal is taken) in ordering the repair, vacation and demolition of any dangerous building or structure:

1. Any building declared a dangerous building under this code shall be made to comply with one of the following:

1.1 The building shall be repaired in accordance with the current building code or other current code applicable to the type of substandard conditions requiring repair; or

1.2 The building shall be demolished at the option of the building owner; or

1.3 If the building does not constitute an immediate danger to the life, limb, property or safety of the public it may be vacated, secured and maintained against entry.

2. If the building or structure is in such condition as to make it immediately dangerous to the life, limb property or safety of the public or its occupants, it shall be ordered to be vacated.

3. If any building is vacated in order for repairs to be made in compliance with an order issued under this Code, a certificate of occupancy must be obtained upon completion of the repairs before reoccupancy will be permitted.

4. Whenever required permits are not taken out for repairs ordered to be made under this Code within the time specified therefor, or repair work is done without the benefit of any required permit, the building official is authorized to charge and collect, in connection with the issuance of permits, an administrative fee of one hundred dollars for each noncomplying single family dwelling unit and fifty dollars for each noncomplying dwelling unit within a multiple family dwelling.

Location	Comments
Property	*Secure all structures to City of Las Vegas specifications. Secure all windows, doors and openings.*

9.04.010 (4) REFUSE & WASTE

LVMC 9.04.010 (4) Any refuse, waste, litter or other material, regardless of its market value, which, by reason of its location or character, is unsightly or interferes with the reasonable use and enjoyment of adjacent properties, has a detrimental effect upon adjacent property values, or would hamper or interfere with the containment of fire upon the premises. Examples include, without limitation, decaying or non-decaying solid and semi-solid wastes, whether or not combustible, such as old lumber, tin, wire, cans, barrels, cartons, boxes, rags, tires, inner tubes, brush, grass and hedge clippings, rocks, bricks, cinders, scrap iron, buckets, tubs, windows, screens, glass, bottles, waste paper, bedsprings, mattresses, discarded furniture and appliances, bedding and material cleaned from animal or fowl pens,

automobile parts, scrap paving material, and piles of earth mixed with other waste material which may harbor insect or rodent infestations or may become a fire hazard.

Location	Comments
Property	*Remove all refuse and waste from all areas of property. Maintain at all times. Remove all trash, refuse and branches.*

9.04.010(7)(A) HIGH VEGETATION

LVMC 9.04.010 (7) Any other act or condition, other than those permitted by NRS 40.140 and 202.450, which, by reason of its nature, character or location, interferes with the reasonable use and enjoyment of adjacent properties, or which has a detrimental effect upon adjacent property values. Such nuisances include without limitation the following:

(a) Weeds, turf grass, or uncultivated plant growth exceeding eight inches in height, either on a vacant parcel or on a developed parcel at a location visible from public property;

Location	Comments
Entire Property	*Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.*

9.04.010(7)(B) DEAD VEGETATION

LVMC 9.04.010 (7) Any other act or condition, other than those permitted by NRS 40.140 and 202.450, which, by reason of its nature, character or location, interferes with the reasonable use and enjoyment of adjacent properties, or which has a detrimental effect upon adjacent property values. Such nuisances include without limitation the following:

(b) Dead trees, plants and other vegetation that present a fire hazard or are otherwise a threat to property or to the health and safety of the public or a segment thereof;

Location	Comments
Property	*Remove all dead vegetation from all areas of property. Maintain free of dead debris at all times.*

Property must be in compliance with the LVMC before the re-inspection date of **April 21, 2014**.
If after this date, the property is not brought into compliance, criminal and civil prosecution may be sought concurrently in accordance with L.V.M.C. 9.04.030. The penalty for such criminal violation(s), upon conviction, is a fine not exceeding one thousand dollars or imprisonment for a term not exceeding six (6) months, or any combination of such fine and imprisonment. Furthermore, each day that a violation continues to exist constitutes a separate offense.

Any repeat violation within next 12 months will be subject to immediate fee of $120.

Fees and Civil Penalties assessed today: **$0.00**

Total Fees and Civil Penalties assessed to date: **$0.00**

If you require an extension of time or if you have any questions, please call officer at (702)229-4917 before the next re-inspection date or fees may be assessed.

33, ROGERS	04/10/2014	4/21/2014
Officer	Date	Reinspection Date

Additional Comments: N/A

(4)

Inst #: 20140515-0002738
Fees: $20.00
N/C Fee: $0.00
05/15/2014 04:06:58 PM
Receipt #: 2026349
Requestor:
CITY OF LAS VEGAS, BUILDING
Recorded By: ANI Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

BUILDING AND SAFETY DEPARTMENT
DIRECTOR
CHRIS KNIGHT

NOTICE AND ORDER

APN: 162-03-314-068
Date: May 13, 2014

Case # 139958

Certified/Regular Mail
Return Receipt Requested

MARTIN MARYBEL & JOHN
18371 SW FLORENDO LN
BEAVERTON OR 97007-9057

NUISANCE NOTICE AND ORDER TO COMPLY

You are hereby notified as owner(s) of the property located at 556 E OAKEY BLVD., Las Vegas, NV, Parcel #(s) 162-03-314-068, that you are in violation of Las Vegas Municipal Code, Title 9 Nuisance, and Title 16 Building code, dealing with nuisance and building violations. **You must correct the following violations by May 22, 2014 at 5:00 p.m.**

The following violations have been verified:
(See attachment for applicable municipal code section descriptions)

16.08.010 UDB SEC 403

Case #	Violation Location	Violation Comments
139958	Property	Secure all structures to City of Las Vegas specifications. Secure all windows, doors and openings.

9.04.010 (4) REFUSE & WASTE

Case #	Violation Location	Violation Comments

LAS VEGAS CITY COUNCIL
MAYOR CAROLYN G. GOODMAN
MAYOR PRO TEM STAVROS S. ANTHONY • LOIS TARKANIAN • STEVEN D. ROSS
RICKI Y. BARLOW • BOB COFFIN • BOB BEERS
CITY MANAGER ELIZABETH N. FRETWELL

Return to: CITY OF LAS VEGAS • 495 S. MAIN STREET • LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 • FAX 702.382.4341 • TTY 702.386.9108 • www.lasvegasnevada.gov

139958	Property	Remove all refuse and waste from all areas of property. Maintain at all times. Remove all trash, refuse and branches.

9.04.010(7)(A) HIGH VEGETATION

Case #	Violation Location	Violation Comments
139958	Entire Property	Remove all high grass or weeds over 8" inches from all visible areas of property and maintain.

9.04.010(7)(B) DEAD VEGETATION

Case #	Violation Location	Violation Comments
139958	Property	Remove all dead vegetation from all areas of property. Maintain free of dead debris at all times.

You are hereby ordered to correct the nuisance no later than **May 22, 2014, 5:00 p.m. Re-inspection of the property will occur on May 23, 2014** the eleventh day after the day of mailing, servicing or posting of this Notice and Order.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection.

In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. Penalties are assessed as follows:

2nd re-inspection a $180 re-inspection fee + a $150.00 civil penalty will be assessed;
3rd re-inspection a $180 re-inspection fee + a $300.00 civil penalty will be assessed;
4th re-inspection and additional re-inspections will be assessed a $180 re-inspection fee + a civil penalty. Residential ($500) or Commercial ($750)

If you do not correct these violations within the designated time frame, the City may issue a criminal misdemeanor citation for violation for each and every day the violation exists, with a penalty of up to Five Hundred ($500.00) Dollars or fine of up to six (6) months in jail or both for each violation, or the City may direct a licensed contractor to remove the nuisance described below, or both. Be advised, the contractor will collect all debris at this location and will not separate those items which you may consider useful or valuable. If you wish to salvage any

items, please have them removed.

Additionally, every person who causes or maintains a public nuisance, or who willfully omits or refuses to perform any legal duty relating to the abatement of such nuisance:

(1) shall be guilty of a misdemeanor citation;
(2) shall be liable civilly to the City and, upon such findings shall be responsible to pay civil penalties of not more than five hundred ($500.00) dollars per day for residential properties, or seven hundred and fifty ($750) dollars for commercial properties.

Civil penalties may be assessed for each day that any nuisance remained unabated after the date specified for abatement in the notice of violation. Any and all unpaid fees are subject to collection and/or liens.

Upon correction of violation(s), the responsible party; being resident, tenant, owner, or manager, licensee or other person having control over a structure or parcel of land, must maintain the property in compliance or face possible fees, fines, and any such enforcement as permitted by this code.

Responsible party must provide contact information to this department. Contact area Code Enforcement Officer **Rogers** at **(702) 229-4917** to supply your current phone number, email address, fax number, or additional mailing address.

If you disagree with the assessment of Code Enforcement, then within ten days after service of the notice of violation, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within fifteen days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal.

The appeal shall be heard by the City council or by the Council's designee, with a right of final appeal to the Council. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. An owner or responsible party failing to appeal as provided in this Section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such nuisance.

Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

It is recommended that you contact the Code Enforcement Officer **Rogers** at **(702) 229-4917** or the Department of Building and Safety, Code Enforcement Division, by telephoning (702)

229-6615 concerning your intentions with regard to the referenced property at your earliest convenience.

Sincerely,

Michael W. Bouse

Michael W. Bouse, Manager
Code Enforcement Division
Department of Building and Safety

Enclosures: City of Las Vegas General Conditions of Abatement

CC:

NATIONAL DEFAULT SERVICES,

Attachment F

Certified Mail Information

****
*** FAX TX REPORT ***
****

TRANSMISSION OK

JOB NO.	1788
DESTINATION ADDRESS	7023590038
PSWD/SUBADDRESS	
DESTINATION ID	
ST. TIME	05/13 16:48
USAGE T	03'02
PGS.	7
RESULT	OK

CITY OF LAS VEGAS

BUILDING AND SAFETY - CODE ENFORCEMENT UNIT

FAX: 702-382-4341 PHONE 702-229-6515

FACSIMILE TRANSMITTAL SHEET

TO:
Juan

FROM:
Tony Rogers
Desk (702) 229-4917 Cell (702) 604-0305
Fax (702) 382-4341
E-Mail: ANROGERS@LASVEGASNEVADA.GOV

COMPANY:
Motion Properties

DATE:
05/13/14

FAX NUMBER:
(702) 359-0038

TOTAL NO. OF PAGES, INCLUDING COVER:

PHONE NUMBER:

SENDER'S REFERENCE NUMBER:

RE:
556 East Oakey

YOUR REFERENCE NUMBER:
139958

X URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ATIONAL DEFAULT SERVICES
20 N 16TH ST
JITE# 300
HOENIX, AZ 85020

139958 33

2. Article Number
(Tra 7013 2630 0001 5560 9648

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) P. CARDY C. Date of Delivery 5/15/14

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

PS Form 3811, July 2013 Domestic Return Receipt

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Case #139958 #33

MARTIN MARYBEL & JOHN
18371 SW FLORENDO LN
BEAVERTON, OR 97007-9057

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail® ☐ Priority Mail Express™
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Collect on Delivery

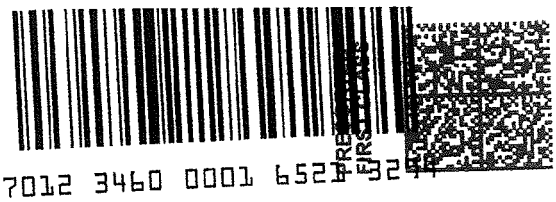
4. Restricted Delivery? *(Extra Fee)* ☐ Yes

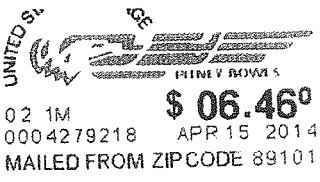
2. Article Number *(Transfer from service label)* 7013 1090 0001 2099 3261

PS Form 3811, July 2013 Domestic Return Receipt

of LAS VEGAS

SAFETY
RCEMENT DIVISION
RANCHO DR. 2ND FLOOR
NEVADA 89106





Case #139958 #33

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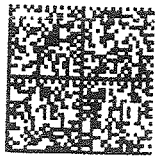

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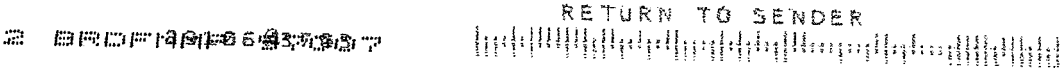

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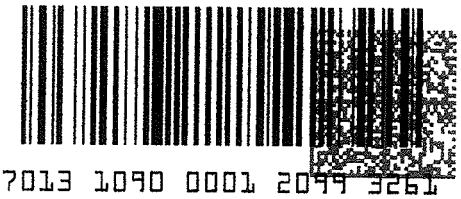

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BEAVERTON OR 97007-8235

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RCEMENT DIVISION
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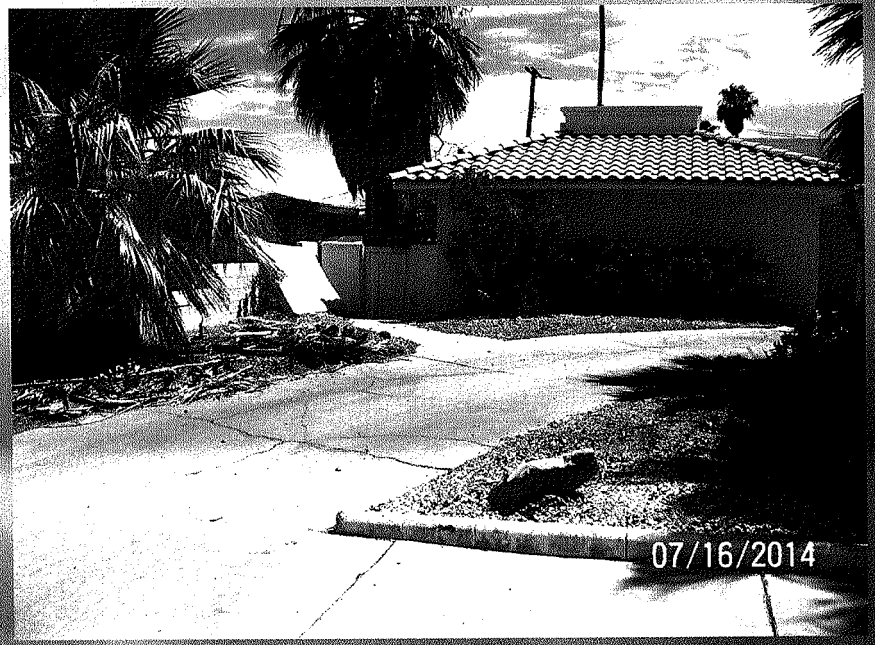
Attachment G

Inspection Pictures

556 Oakey Bl.

MENT

POST ABATEMENT



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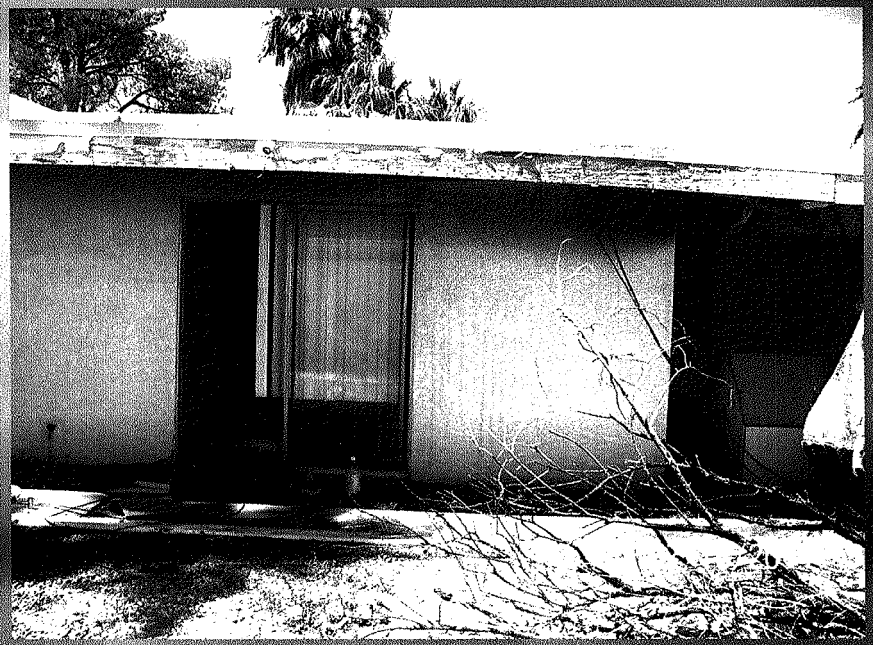
POST ABATEMENT



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POST ABATEMENT

556 Oakey Bl.

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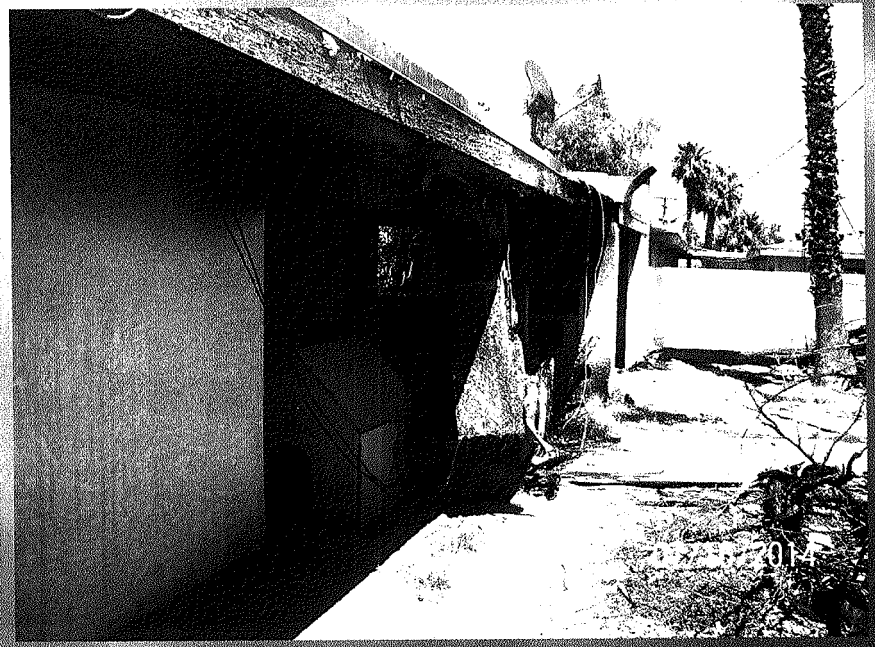
POST ABATEMENT



556 Oakey Bl.

ENT

POST ABATEMENT

Attachment H

Abatement Hearing and Lien Approval Decision

City of Las Vegas
Department of Building & Safety
Code Enforcement Division
333 N. Rancho Dr. 2nd Floor
Las Vegas, NV 89106

ABATEMENT HEARING AND LIEN APPROVAL DECISION

CASE#:139958 **SCHEDULED DATE OF HEARING: September 23, 2014**

TIME SCHEDULED: 8:30 a.m.

PROPERTY OWNER'S NAME: MARTIN MARYBEL & JOHN

ADDRESS: 556 Oakey Blvd

APN #:162-03-314-068

I certify that on the date set forth below, I heard the above matter as Hearing Officer for the City of Las Vegas, Clark County, Nevada, pursuant to Las Vegas Municipal Code, Title 9 Nuisances.

After hearing/consideration, the decision is entered as follows:

☒ Approved lien for all out-of-pocket costs in the amount of $ 5,144.50

☒ Approved lien for proposed daily civil penalties in the amount of $ 19,500.00

☐ Approved lien for reduced daily civil penalties in the amount of $_____.__

Property Owner: ☐ Appeared ☒ Failed to appear after being duly notified.

Hearing Officer

Sept 23, 2014
Date

Comments:

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: FEBRUARY 18, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: Public Hearing for possible action to consider a request for a waiver and/or reduction of fees totaling $5,264.50 in out of pocket costs, and $19,500 in daily civil penalties for a total of $24,764.50 recorded against the property located at 556 East Oakey Boulevard PROPERTY OWNER: ABEL R. & MARIA L. PARENTE – Ward 3 (Coffin)

Today's hearing is a request from Marybel & John Martin, prior owner, to consider a request for a waiver and/or reduction of fees that have been assessed for failed inspection fees and penalties. The case originated on April 10, 2014 from a complaint from the Las Vegas Fire Rescue after a fire at the location. On April 10, 2014 Code Enforcement verified this residential property was open, accessible, with high weeds and grass, dead vegetation, and refuse and waste in all yards. A correction notice was posted and mailed to the owner at the time, Marybel & John Martin. A Notice and Order was issued on May 13, 2014. As a result of no response from the property owner, Code Enforcement proceeded with contractor abatement on July 22, 2014. A total of eight inspections were conducted until the case was closed August 4, 2014. Building and Safety received a Request for Waiver and/or Reduction of Civil Penalties Application dated November 26, 2014 from Marybel & John Martin, prior owner, requesting the fees and civil penalties be waived.

City of Las Vegas Agenda Item No.: **73.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

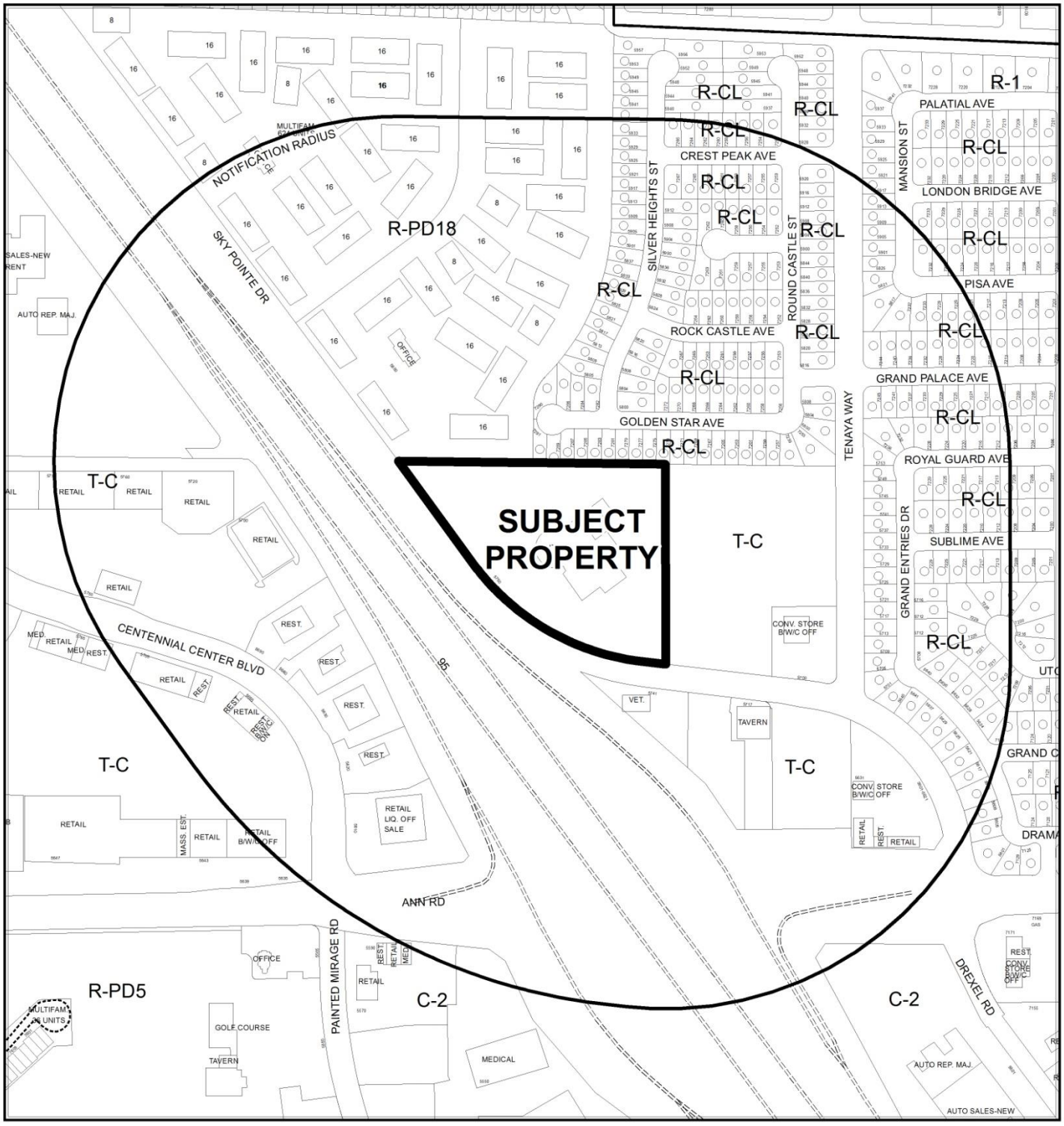
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
EOT-57098 - EXTENSION OF TIME - NONCONFORMING - PUBLIC HEARING - APPLICANT/OWNER: GARDEN CITY, LLC - For possible action on a request for an Extension of Time FOR A NONCONFORMING USE MOTOR VEHICLE DEALERSHIP (NEW) at 5750 Sky Pointe Drive (APN 125-27-402-005), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation], Ward 6 (Ross) [PRJ-57095]. 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. Photo(s)
5. City Council Approval Letter – EOT-52243 [PRJ-52161]
6. Justification Letter



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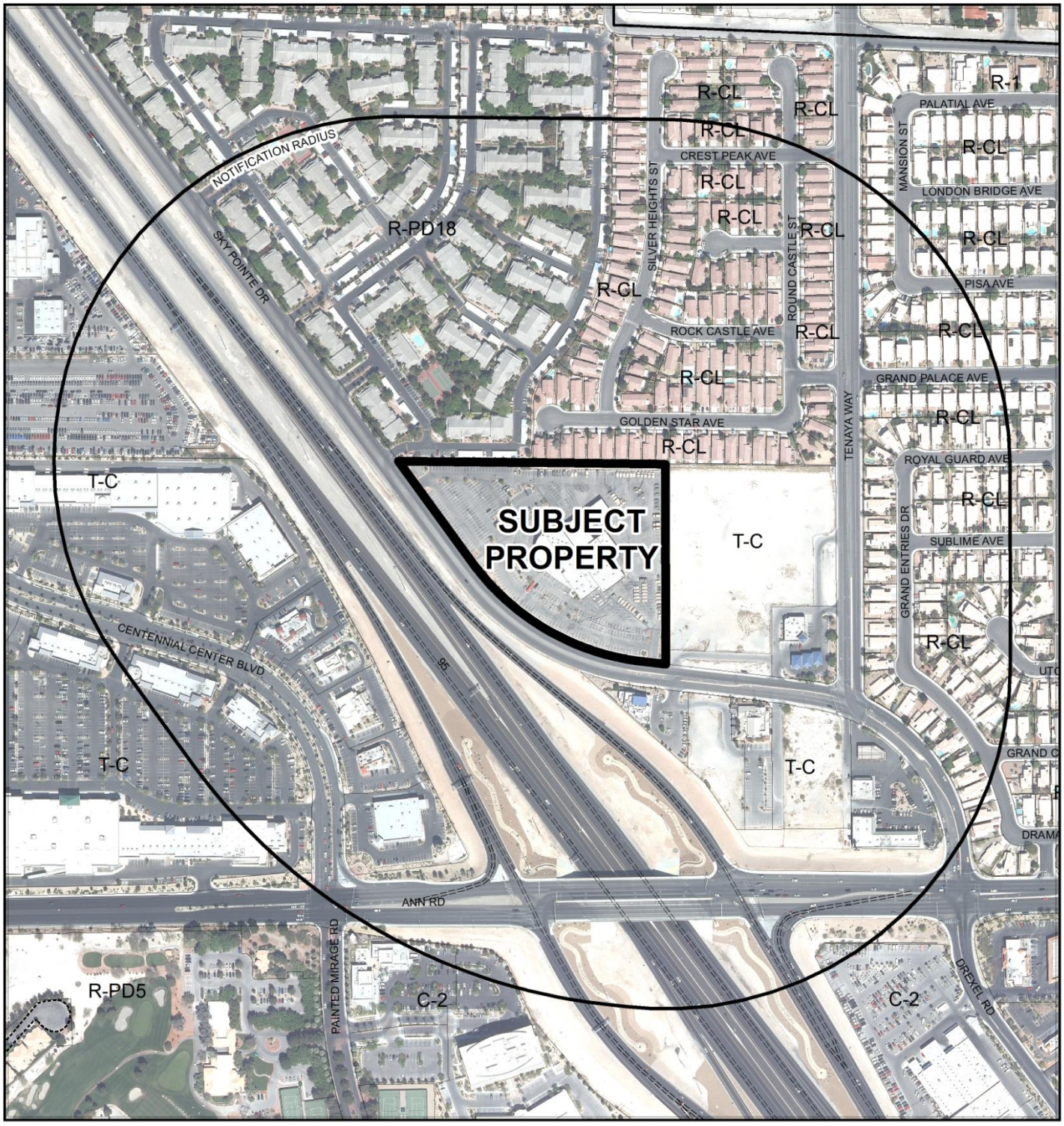
CASE: **EOT-57098 (PRJ-57095)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER) [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIALI LAND USE DESIGNATION]

N



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CASE: **EOT-57098 (PRJ-57095)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER) [SC-TC (SERVICE COMMERCIAL - TOWN CENTER) SPECIALI LAND USE DESIGNATION]

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: FEBRUARY 18, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: GARDEN CITY, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-57098	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

EOT-57098 CONDITIONS

Planning

1. This request for an Extension of Time of a nonconforming use for a Motor Vehicle Dealership (New) at 5750 Sky Pointe Drive shall expire on January 8, 2016 unless another Extension of Time is approved by the City Council.

JG

** STAFF REPORT **

PROJECT DESCRIPTION

This is the fifth request for an Extension of Time of a nonconforming use for a former Motor Vehicle Dealership (New) within the SC-TC [(Service Commercial- Town Center) Special Land Use Designation] at 5750 Sky Pointe Drive. On January 8, 2010, business license A16-01272 for an Automobile Dealership was classified as out of business with no subsequent licenses applied for at the subject site. On October 6, 2010, the City Council adopted 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 be extended through an Extension of Time application. If approved, the Extension of Time request is not to exceed the duration of the applicable abandonment period, which is one year.

The applicant is requesting an Extension of Time as the economic climate in the area is not conducive to warrant the opening of a new Automobile Dealership at this time. The applicant has a five-year lease with The Army Corps of Engineers, with one-year remaining on the lease. As the request does not jeopardize public health, safety and welfare and falls within the intent of Ordinance 6114, staff is recommending approval with a one-year time limit.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/18/96	The City Council approved a request for an Aesthetic Review (AR-0022-96) on property located on the east side of Rancho Road, north of Ann Road for a proposed 43,134 square-foot Auto Dealership. The Planning Commission and staff recommended approval.
10/27/97	The City Council approved a request for Rezoning (Z-0088-97) from R-E (Residence Estates) to C-2 (General Commercial) of property located at 5750 Sky Pointe Drive. The Planning Commission and staff recommended approval.
12/07/98	The City Council approved a request for Rezoning (Z-0076-98) on property located within the area designated Town Center on the northwest amendment to the General Plan from U, R-E, R-PD7, R-PD11, R-PD13, R-PD18, R-CL, C-1, C-2, C-V, and PD to T-C (Town Center). The Planning Commission and staff recommended approval.
07/26/00	The Department of Planning approved a request for an Administrative Site Development Plan Review [Z-0076-98(8)] on property located approximately 1,320 feet west of US-95 and 1,320 feet south of Centennial Parkway to allow a proposed Auto Dealership.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/09/02	The Planning Commission approved a request for a Site Development Plan Review [Z-0076-98(32)] for a proposed 48,562 square-foot new Auto Dealership and a reduction in the amount of required perimeter and parking lot landscaping on 7.11 acres located adjacent to the west side of Centennial Center Boulevard, approximately 2,400 feet north of Tropical Parkway. Staff recommended approval.
06/27/02	The Planning Commission approved a request for a Site Development Plan Review [Z-0076-98(33)] for a new Auto Dealership and a reduction of perimeter and landscape planter island requirements on 3.99 acres located adjacent to the northwest corner of centennial Center Boulevard and Oso Blanca Road. Staff recommended approval.
08/19/03	A Code Enforcement case (1651) was processed for trash and debris at 5750 Sky Pointe Drive. The case was resolved on 07/28/03.
02/20/04	A Code Enforcement case (10255) was processed for an Off-Premise Sign at 5750 Sky Pointe Drive. The case was resolved on 06/22/04.
02/02/05	A Code Enforcement case (25637) was processed for unpermitted signage at 5750 Sky Pointe Drive. The case was resolved on 07/06/05.
01/30/07	A Code Enforcement case (49864) was processed for temporary signs, banners and balloons on vehicles at 5750 Sky Pointe Drive. The case was resolved on 03/19/07.
05/14/07	A Code Enforcement case (53229) was processed for balloons on vehicles at 5750 Sky Pointe Drive. The case was resolved on 11/07/07.
06/05/07	The Centennial Hills Architectural Design Committee approved a request for a Master Sign Plan (ARC-22217) for an approved Auto Dealership at 5750 Sky Pointe Drive. Staff recommended approval.
06/06/08	A Code Enforcement case (66398) was processed for unpermitted signage at 5750 Sky Pointe Drive. The case was resolved on 06/27/08.
08/08/10	A Code Enforcement case (93424) was processed for graffiti on all sides of the building at 5750 Sky Pointe Drive. The case was resolved on 08/24/10.
02/16/11	The City Council approved a request for an Extension of Time (EOT-40646) of a nonconforming use for a Motor Vehicle Dealership (New) at 5750 Sky Pointe Drive. Staff recommended approval.
04/04/12	The City Council approved a request for an Extension of Time (EOT-44638) of a nonconforming use for a Motor Vehicle Dealership (New) at 5750 Sky Pointe Drive. Staff recommended approval.
07/19/12	A Code Enforcement case (117343) was processed for trash and debris in a rear drainage area at 5750 Sky Pointe Drive. The case was resolved on 08/23/12.
02/20/13	The City Council approved a request for an Extension of Time (EOT-47938) of a nonconforming use for a Motor Vehicle Dealership (New) at 5750 Sky Pointe Drive. Staff recommended approval.

12/10/13	A Code Enforcement case (136099) was processed for trash and debris in a rear drainage area at 5750 Sky Pointe Drive. The case was resolved on 12/11/13.
02/19/14	The City Council approved a request for an Extension of Time (EOT-52243) of a nonconforming use for a Motor Vehicle Dealership (New) at 5750 Sky Pointe Drive. Staff recommended denial.
Most Recent Change of Ownership	
01/05/11	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/10/97	A building permit (97014214) was issued for a Certificate of Occupancy for a Retail Auto Sales at 5750 Sky Pointe Drive. The permit was finalized on 03/31/98.
07/10/97	A building permit (97014215) was issued for on-sites only at 5750 Sky Pointe Drive. The permit was finalized on 02/06/98.
08/13/97	A building permit (97016641) was issued for retaining walls, chain link fencing and trash enclosure at 5750 Sky Pointe Drive. The permit was finalized on 10/27/97.
08/23/06	A business license (A16-01272) was issued for an Automobile Dealership at 5750 Sky Pointe Drive. The license was classified as out of business on 01/08/10.
01/06/09	A business license (R10-00934) was issued for a café/deli at 5750 Sky Pointe Drive. The license was classified as out of business on 01/08/10.
06/04/12	A building permit (212570) was process for chain link fencing and two 20-foot drive gates. The permit was never issued.
05/13/13	A building permit (235756) was processed for iron fence and gates at 5750 Sky Pointe Drive. The permit was finalized on 06/19/13.
08/08/13	A building permit (242351) was issued for a monument sign at 5750 Sky Pointe Drive. The permit has not been finalized.
12/12/13	A building permit (250623) was issued for electrical/opening switch gear for cleaning at 5750 Sky Pointe Drive. The permit was finalized on 12/18/13.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
01/06/15	Staff conducted a field check of the subject site and found the area surrounding the property neat and clean in appearance with no discrepancies noted.

Details of Application Request	
Site Area	
Net Acres	7.02

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Government Facility	SC-TC [(Service Commercial- Town Center) Special Land Use Designation]	T-C (Town Center)
North	Single Family, Detached	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
	Multi-Family Residential	M (Medium Density Residential)	R-PD18 (Residential Planned Development-18 Units per Acre)
South	Animal Hospital, Clinic or Shelter (with no Outside Pens)	SC-TC [(Service Commercial- Town Center) Special Land Use Designation]	T-C (Town Center)
East	General Retail Store, Other than Listed/Undeveloped	SC-TC [(Service Commercial- Town Center) Special Land Use Designation]	T-C (Town Center)
West	US-95 Freeway	ROW (Right-of-Way)	ROW (Right-of-Way)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area			
Town Center Master Plan	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
T-C (Town Center) District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

On January 8, 2010, the nonconforming Motor Vehicle Dealership (New) closed with no subsequent licenses applied for. The Motor Vehicle Dealership (New) is considered a nonconforming use within the SC-TC [(Service Commercial- Town Center) Special Land Use Designation] as the use pre-dates the creation of Town Center regulations and standards.

On October 6, 2010, the City Council adopted Ordinance 6114 that allow the owner of property deemed abandoned for a period of time greater than the applicable abandonment period to request the abandonment period be 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 of the opportunity for comment.

FINDINGS

The applicant is requesting an Extension of Time to preserve the nonconforming use as the economic climate in the area is not conducive to warrant the opening of a new Automobile Dealership and has one-year on the current lease with The Army Corps of Engineers. Ordinance 6114 allows for an Extension of Time when the request is due to an economic hardship based on market conditions or other circumstances beyond the applicant's control. As the request does not jeopardize public health, safety and welfare and falls within the intent of the ordinance, staff is recommending approval with a one-year time limit.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 31

NOTICES MAILED 245

APPROVALS 0

PROTESTS 0

PRJ57095
SF001

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

EOT-57098

Case Number: PRJ 57095 APN: 125-27-402-005

Name of Property Owner: Garden City, LLC

Name of Applicant: Renaldo M. Tiberti

Name of Representative: David Maffey

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: Renaldo M Tiberti

Print Name: Renaldo M. Tiberti

State of Nevada County of Clark
Subscribed and sworn before me

This 8th day of December, 2014

Erika Harris
Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ERIKA HARRIS
Appt. No. 07-2307-1
My Appt. Expires June 21, 2016

PRJ-57095
12/08/14

CLV Planning - Application Form

Application Number:	PRJ-57095
Application/Petition For:	Extension of Time of a NonConforming use FOR A MOTOR VEHICLE DEALERSHIP (NEW) at 5750 Sky Pointe Drive
ProjectAddress (Location):	5750 SKY POINTE DRIVE
Project Name	UNITED DODGELAND
Assessors Parcel #(s):	12527402005
Ward #:	WARD 6 (STEVEN D. ROSS)
Is the Application Information Correct:	Yes
If no, ...change what	
General Plan Designation: Proposed:	Select
Zoning District: Proposed:	Select
Gross Acres:	7.02
Lots/Units:	N/A
Additional Information:	Closed Auto Dealership
Applicant First Name:	Renaldo
Applicant Last Name:	Tiberti
Applicant Address:	1806 Industrial Road
Applicant City:	Las Vegas
Applicant State:	Nevada
Applicant Zip:	89102
Applicant Phone:	(702) 248-4000
Applicant Fax:	(702) 382-5361
Applicant Email:	rmt@tiberti.com
Rep First Name:	David
Rep Last Name:	Maffey
Rep Address:	1806 Industrial Road
Rep City:	Las Vegas
Rep State:	Nevada
Rep Zip:	89102
Rep Phone:	7023490777
Rep Fax:	(702) 382-5361
Rep Email:	dmaffey@tiberti.com

PRJ-57095
12/08/14

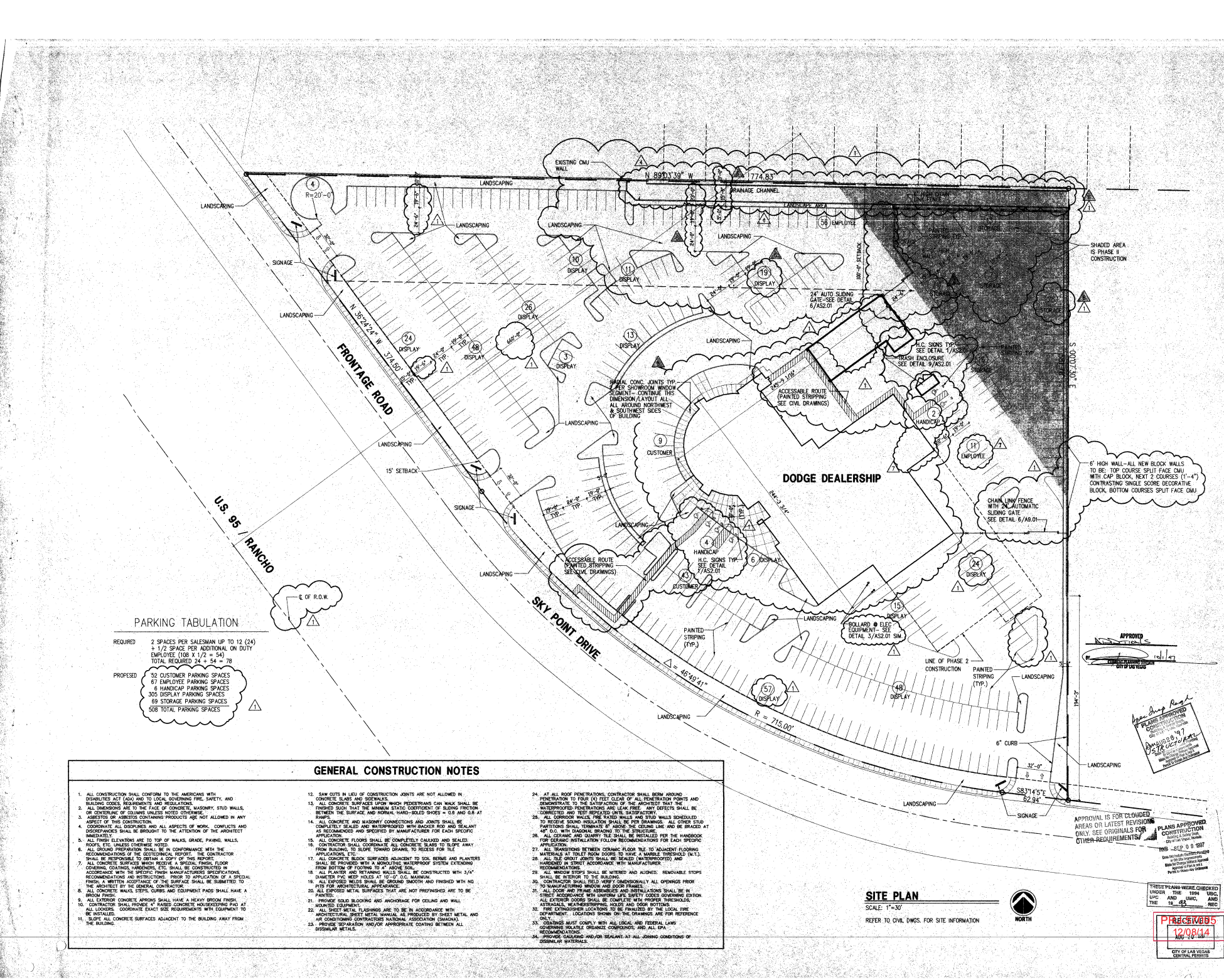
CLV Planning - Application Form

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. I Accept:	Yes
Is the Owner Information Correct:	Yes
If no, ...change what	

Owner(s)	ADDR1	ADDR2
GARDEN CITY L L C	1806 INDUSTRIAL RD	LAS VEGAS, NV 89102-2618

CLVEPLAN Applicant	Company	Title	Email
David Maffey	Tiberti Management	Project Manager	dmaffey@tiberti.com

PRJ-57095
12/08/14



PARKING TABULATION

REQUIRED: 2 SPACES PER SALESMAN UP TO 12 (24) + 1/2 SPACE PER ADDITIONAL ON DUTY EMPLOYEE (108 X 1/2 = 54) TOTAL REQUIRED 24 + 54 = 78

PROPESED:
- 52 CUSTOMER PARKING SPACES
- 67 EMPLOYEE PARKING SPACES
- 6 HANDICAP PARKING SPACES
- 305 DISPLAY PARKING SPACES
- 69 STORAGE PARKING SPACES
- 508 TOTAL PARKING SPACES

GENERAL CONSTRUCTION NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT (ADA) AND TO LOCAL GOVERNING FIRE, SAFETY, AND BUILDING CODES, REQUIREMENTS AND REGULATIONS.
2. ALL DIMENSIONS ARE TO THE FACE OF CONCRETE, MASONRY, STUD WALLS, OR CENTERLINE OF COLUMNS UNLESS NOTED OTHERWISE.
3. ASBESTOS OR ASBESTOS CONTAINING PRODUCTS ARE NOT ALLOWED IN ANY ASPECT OF THIS CONSTRUCTION.
4. COORDINATE ALL DISCIPLINES AND ALL ASPECTS OF WORK. CONFLICTS AND DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT IMMEDIATELY.
5. ALL FINISH ELEVATIONS ARE TO TOP OF WALKS, GRADE, PAVING, WALLS, ROOFS, ETC. UNLESS OTHERWISE NOTED.
6. ALL GROUND PREPARATION SHALL BE IN CONFORMANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL REPORT. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN A COPY OF THIS REPORT.
7. ALL CONCRETE SURFACES WHICH RECEIVE A SPECIAL FINISH, FLOOR COVERING, COATINGS, HARDENERS, ETC. SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SPECIFIC FINISH MANUFACTURERS SPECIFICATIONS, RECOMMENDATIONS AND INSTRUCTIONS. PRIOR TO APPLICATION OF A SPECIAL FINISH, A WRITTEN ACCEPTANCE OF THE SURFACE SHALL BE SUBMITTED TO THE ARCHITECT BY THE GENERAL CONTRACTOR.
8. ALL CONCRETE WALKS, STEPS, CURBS, AND EQUIPMENT PADS SHALL HAVE A BROOM FINISH.
9. ALL EXTERIOR CONCRETE APRONS SHALL HAVE A HEAVY BROOM FINISH.
10. CONTRACTOR SHALL PROVIDE 4" RAISED CONCRETE HOUSEKEEPING PAD AT ALL LOCKERS. COORDINATE EXACT SIZE REQUIREMENTS WITH EQUIPMENT TO BE INSTALLED.
11. SLOPE ALL CONCRETE SURFACES ADJACENT TO THE BUILDING AWAY FROM THE BUILDING.
12. SAW CUTS IN LIEU OF CONSTRUCTION JOINTS ARE NOT ALLOWED IN CONCRETE SLABS AND SIDEWALKS.
13. ALL CONCRETE SURFACES UPON WHICH PEDESTRIANS CAN WALK SHALL BE FINISHED SUCH THAT THE MINIMUM STATIC COEFFICIENT OF SLIDING FRICTION BETWEEN THE SURFACE AND NORMAL HARD-SOLED SHOES = 0.6 AND 0.8 AT RAMPS.
14. ALL CONCRETE AND MASONRY CONNECTIONS AND JOINTS SHALL BE COMPLETELY SEALED AND WATERPROOFED WITH BACKER ROD AND SEALANT AS RECOMMENDED AND SPECIFIED BY MANUFACTURER FOR EACH SPECIFIC APPLICATION.
15. ALL CONCRETE FLOORS SHALL BE COMPLETELY CAULKED AND SEALED.
16. CONTRACTOR SHALL COORDINATE ALL CONCRETE SLABS TO SLOPE AWAY FROM BUILDING, TO SLOPE TOWARD DRAINS, TO RECESS FOR TILE APPLICATIONS, ETC.
17. ALL CONCRETE BLOCK SURFACES ADJACENT TO SOIL BERMS AND PLANTERS SHALL BE PROVIDED WITH A MONOLITHIC WATERPROOF SYSTEM EXTENDING FROM BOTTOM OF FOOTING TO 4" ABOVE SOIL.
18. ALL PLANTER AND RETAINING WALLS SHALL BE CONSTRUCTED WITH 3/4" DIAMETER PVC WEEP HOLES AT 10'-0" O.C. MAXIMUM.
19. ALL EXPOSED WELDS SHALL BE GROUND SMOOTH AND FINISHED WITH NO PITS FOR ARCHITECTURAL APPEARANCE.
20. ALL EXPOSED METAL SURFACES THAT ARE NOT PREFINISHED ARE TO BE PAINTED.
21. PROVIDE SOLID BLOCKING AND ANCHORAGE FOR CEILING AND WALL MOUNTED EQUIPMENT.
22. ALL SHEET METAL FLASHINGS ARE TO BE IN ACCORDANCE WITH ARCHITECTURAL SHEET METAL MANUAL AS PRODUCED BY SHEET METAL AND AIR CONDITIONING CONTRACTORS NATIONAL ASSOCIATION (SMACNA).
23. PROVIDE SEPARATION AND/OR APPROPRIATE COATING BETWEEN ALL DISSIMILAR METALS.
24. AT ALL ROOF PENETRATIONS, CONTRACTOR SHALL BERM AROUND PENETRATION TO FOUR (4) FEET CLEAR OF ALL PENETRATION POINTS AND DEMONSTRATE TO THE SATISFACTION OF THE ARCHITECT THAT THE WATERPROOFED PENETRATIONS ARE LEAK FREE. ANY DEFECTS SHALL BE CORRECTED AND TEST REPEATED UNTIL SATISFACTORY.
25. ALL CORRIDOR WALLS, FIRE RATED WALLS AND STUD WALLS SCHEDULED TO RECEIVE SOUND INSULATION SHALL BE PER DRAWINGS. ALL OTHER STUD PARTITIONS SHALL TERMINATE 6" ABOVE THE CEILING LINE AND BE BRACED AT 48" O.C. WITH DIAGONAL BRACING TO THE STRUCTURE.
26. ALL CERAMIC AND QUARRY TILE SHALL BE INSTALLED PER THE HANDBOOK FOR CERAMIC INSTALLATION FOLLOW RECOMMENDATIONS FOR EACH SPECIFIC APPLICATION.
27. ALL TRANSITIONS BETWEEN CERAMIC FLOOR TILE TO ADJACENT FLOORING MATERIALS AT TOILET ROOM DOORS TO HAVE A MARBLE THRESHOLD (M.T.).
28. ALL TILE GROUT JOINTS SHALL BE SEALED (WATERPROOFED) AND HARDENED IN STRICT ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS.
29. ALL WINDOW STOPS SHALL BE MITERED AND ALIGNED. REMOVABLE STOPS SHALL BE INTERIOR TO THE BUILDING.
30. CONTRACTOR SHALL FIELD VERIFY DIMENSIONALLY ALL OPENINGS PRIOR TO MANUFACTURING WINDOW AND DOOR FRAMES.
31. ALL DOOR AND FRAME ASSEMBLIES AND INSTALLATIONS SHALL BE IN STRICT ACCORDANCE WITH UNIFORM LIFE SAFETY CODES GOVERNING EGRON. ALL EXTERIOR DOORS SHALL BE COMPLETE WITH PROPER THRESHOLDS, ASTRAGALS, WEATHERSTRIPPING, HOLDS AND DOOR BOTTOMS.
32. FIRE EXTINGUISHER LOCATIONS TO BE FINALIZED BY THE LOCAL FIRE DEPARTMENT. LOCATIONS SHOWN ON THE DRAWINGS ARE FOR REFERENCE ONLY.
33. COATINGS MUST COMPLY WITH ALL LOCAL AND FEDERAL LAWS GOVERNING VOLATILE ORGANIC COMPOUNDS, AND ALL EPA RECOMMENDATIONS.
34. PROVIDE CAULKING AND/OR SEALANT AT ALL JOINING CONDITIONS OF DISSIMILAR MATERIALS.

SITE PLAN

SCALE: 1"=30'

REFER TO CIVIL DWGS. FOR SITE INFORMATION

NORTH

THESE PLANS WERE CHECKED UNDER THE 1994 UBC, UPC AND UMC, AND THE 19 93 NEC

REVISION
- 1 5/16/97 Δ 7/8/97
- 2 6/06/97 Δ 6/16/97
- 3 7/24/97 CHANGES IN OTHER FEATURES

TOM SAITTA'S DODGE DEALERSHIP

SITE PLAN

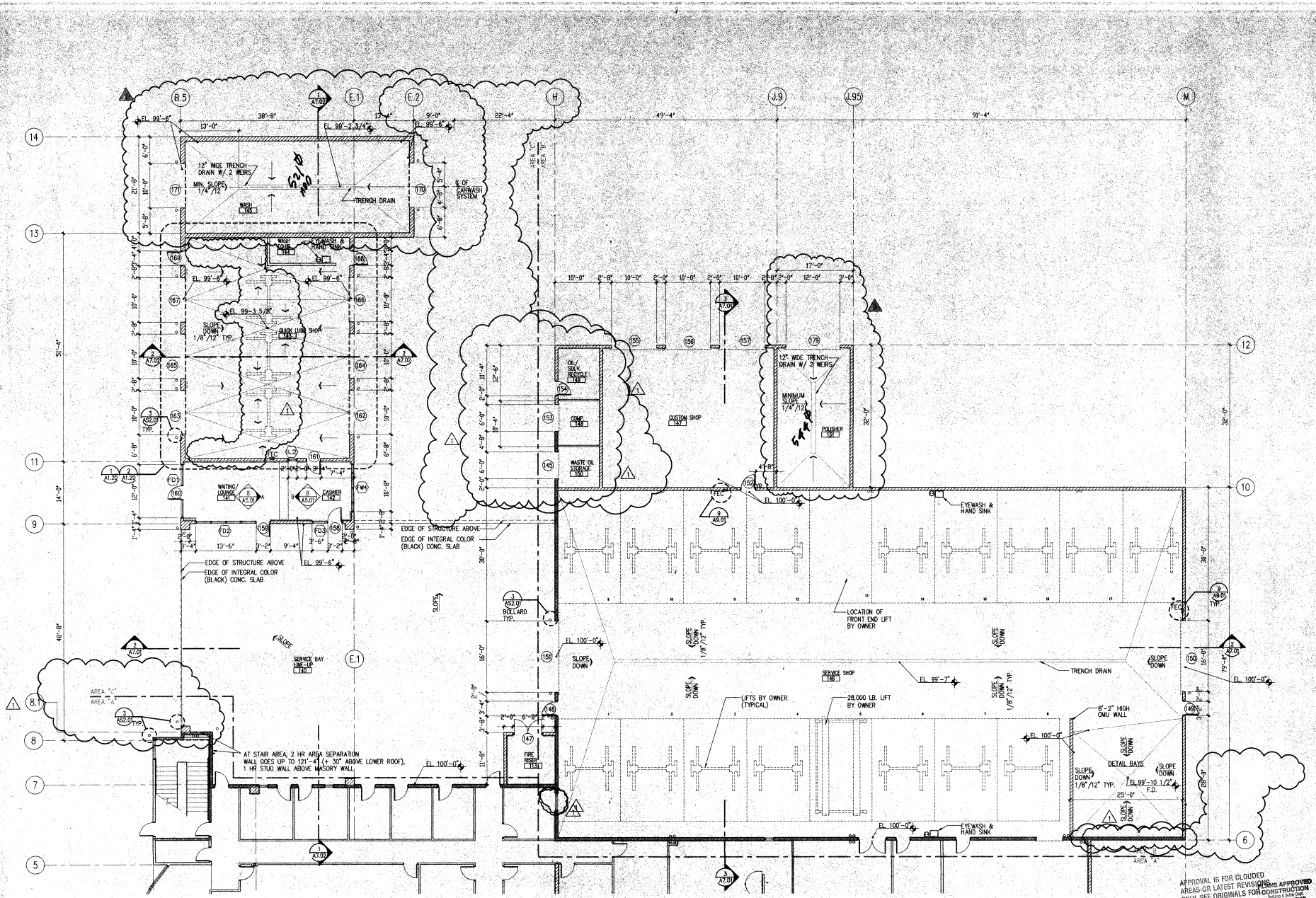
C-113-97 CV

Architecture Design Planning
2480 EAST TOMPKINS AVENUE SUITE 222
LAS VEGAS, NEVADA 89121
(702) 435-1150
WELLS · PUGSLEY ARCHITECTS

PROJECT NO. WP-9616
DATE 03/14/97
DRAWN BY: TGO
CHECKED BY: DP

SHEET NO.
AS1.01

EOT-57098



FLOOR PLAN - AREAS "B" & "C"

SCALE 1/8"=1'-0"

NOTE: FINISH FLOOR @ THIS AREA = 100'-0" = 64.5' ON CIVIL DWGS.

NORTH

LEGEND:

CMU WALL-(2 HR RATED SOLID GROUTED AREA SEPARATION WALL ASSEMBLY WHERE SHOWN SHADED ON PLANS PER UBC TABLE 7-B # 6) PROVIDE 5/8" GYP. BD. OVER 2" STUDS AND RIGID INSULATION @ INTERIOR SURFACE WHERE SHOWN ON PLANS. SPLIT FACE @ EXTERIOR SURFACE. - SEE STRUCTURAL DWGS. FOR SIZE & REINF.

INTERIOR STUD WALLS WITH 5/8" TYPE "X" GYPSUM BOARD BOTH SIDES OF 2X4 STUDS @ 16" O.C. (1 HR RATED ASSEMBLY WHERE SHOWN SHADED ON PLANS, PER UBC TABLE 7-B # 17-1.3) INSTALL SOUND BATT INSULATION @ ALL RESTROOMS & OFFICES - PROVIDE FINISHES PER FINISH SCHEDULE.

STUD WALLS - 2X6 WOOD STUDS @ 16" O.C. WITH 7/8" STUCCO FINISH OVER WOOD SHEATHING @ EXTERIOR LOCATIONS; 5/8" TYPE "X" GYPSUM BOARD @ INTERIOR LOCATIONS (1 HR RATED ASSEMBLY WHERE SHOWN SHADED ON PLANS PER UBC TABLE 7-B # 17-1.3) INSTALL SOUND BATT INSULATION @ ALL RESTROOMS & OFFICES - PROVIDE FINISHES PER INTERIOR FINISH SCHEDULE.

APPROVAL IS FOR CLOUDED AREAS OR LATEST REVISIONS ONLY, SEE ORIGINALS FOR OTHER REQUIREMENTS.

PLANS APPROVED FOR CONSTRUCTION
Building & Safety Dept.
City of Las Vegas, Nevada
RKB SEP 0 9 1997

Does Not Include Electrical, Plumbing or Off-Site Improvements
Must Be Cleared Where Required
Approved in Part Subject to Corrections Noted

DAVID G. PUGSLEY REGISTERED ARCHITECT STATE OF NEVADA

REVISION	
1	05/16/97
2	08/15/97

TOM SAITTA'S
DODGE DEALERSHIP

FLOOR PLAN - AREAS "B" & "C"

Architecture Design Planning
2480 EAST TOMPKINS AVENUE SUITE 222
LAS VEGAS, NEVADA 89121
(702) 435-1150
WELLES-PUGSLEY ARCHITECTS

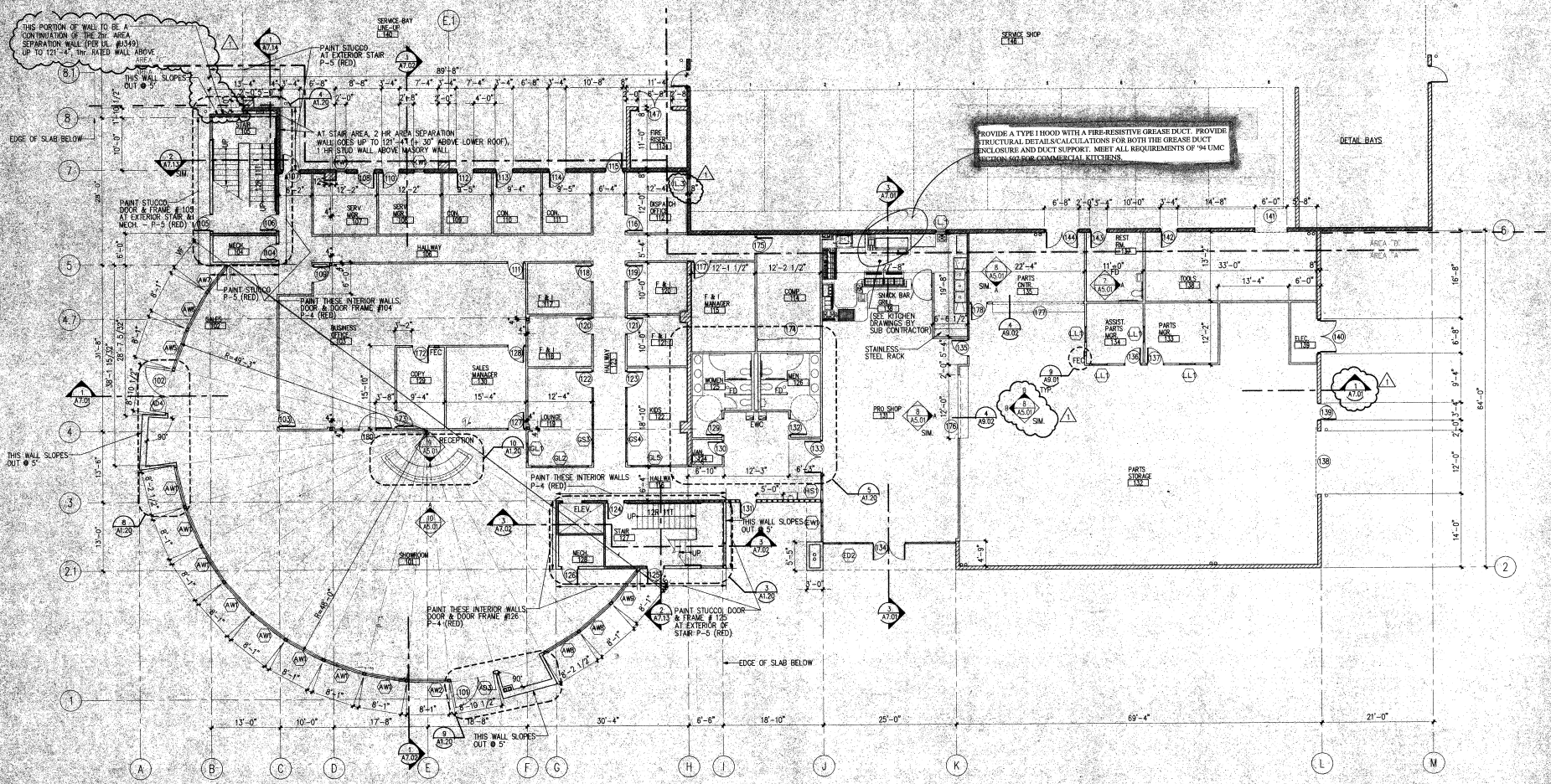
PROJECT NO.	WP-9616
DATE:	03/14/97
DRAWN BY:	IBARRA
CHECKED BY:	DP

SHEET NO.

A1.11

PRJ-57095
12/08/14

EOT-57098



FLOOR PLAN - AREA "A"

SCALE: 1/8"=1'-0"

NOTE: FINISH FLOOR @ THIS AREA = 100'-0" = 64.5' ON CIVIL DWGS.

NORTH

LEGEND:

CMU WALL-(2 HR RATED SOLID GROUTED AREA SEPARATION WALL ASSEMBLY WHERE SHOWN SHADED ON PLANS PER UBC TABLE 7-B # 6). PROVIDE 5/8" GYP. BD. OVER 2" STUDS AND 2" RIGID INSULATION @ INTERIOR SURFACE WHERE SHOWN ON PLANS. SPLIT FACE @ EXTERIOR SURFACE. - SEE STRUCTURAL DWGS. FOR SIZE & REINF.

INTERIOR STUD WALLS WITH 5/8" TYPE "X" GYPSUM BOARD BOTH SIDES OF 2X4 STUDS @ 16" O.C. (1 HR RATED ASSEMBLY WHERE SHOWN SHADED ON PLANS, PER UBC TABLE 7-B # 17-1.3) INSTALL SOUND BATT INSULATION @ ALL RESTROOMS & OFFICES - PROVIDE FINISHES PER FINISH SCHEDULE.

STUD WALLS - 2X6 WOOD STUDS @ 16" O.C. WITH 7/8" STUCCO FINISH OVER WOOD SHEATHING @ EXTERIOR LOCATIONS; 5/8" TYPE "X" GYPSUM BOARD @ INTERIOR LOCATIONS. (1 HR RATED ASSEMBLY WHERE SHOWN SHADED ON PLANS PER UBC TABLE 7-B # 17-1.3) INSTALL SOUND BATT INSULATION @ ALL RESTROOMS & OFFICES - PROVIDE FINISHES PER INTERIOR FINISH SCHEDULE.

STEEL STUD WALL - 6" METAL STUDS @ 16" O.C. W/ 7/8" STUCCO FINISH OVER SHEATHING @ EXTERIOR, 5/8" TYPE "X" GYP. BD. @ INTERIOR LOCATIONS. (1 HR RATED ASSEMBLY WHERE SHOWN SHADED ON PLANS PER UBC TABLE 7-B # 16 - PROVIDE FINISHES PER FINISH SCHEDULE SEE STRUCTURAL DWGS. FOR ADDITIONAL REQUIREMENTS.

PLANS APPROVED CONSTRUCTION
BID - JUN 02 1997

RECEIVED
MAY 23 1997
CLARK COUNTY
BUILDING DEPARTMENT
CENTRAL PERMITS

PR-57085
12/08/14

EOT-57098

DAVID G. PUGSLEY REGISTERED ARCHITECT STATE OF NEVADA

REVISION	
1	10/16/97

TOM SAITTA'S DODGE DEALERSHIP

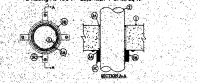
FLOOR PLAN - AREA "A"

WELLS · PUGSLEY ARCHITECTS
Architecture Planning Design
2480 EAST TOMPKINS AVENUE, SUITE 222
LAS VEGAS, NEVADA 89121
(702) 435-1150

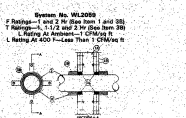
PROJECT NO.	WP-9618
DATE	03/14/97
DRAWN BY	IBARRA
CHECKED BY	DP

SHEET NO.

A1.10

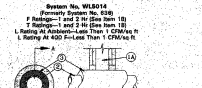


COMBUSTABLE PENATRANT THRU RATED MASONRY WALL

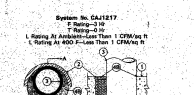


COMBUSTABLE PENATRANT THRU RATED STUD WALL

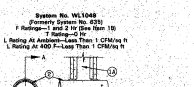
INSULATED PENATRANT THRU RATED MASONRY WALL



INSULATED PENATRANT THRU RATED STUD WALL

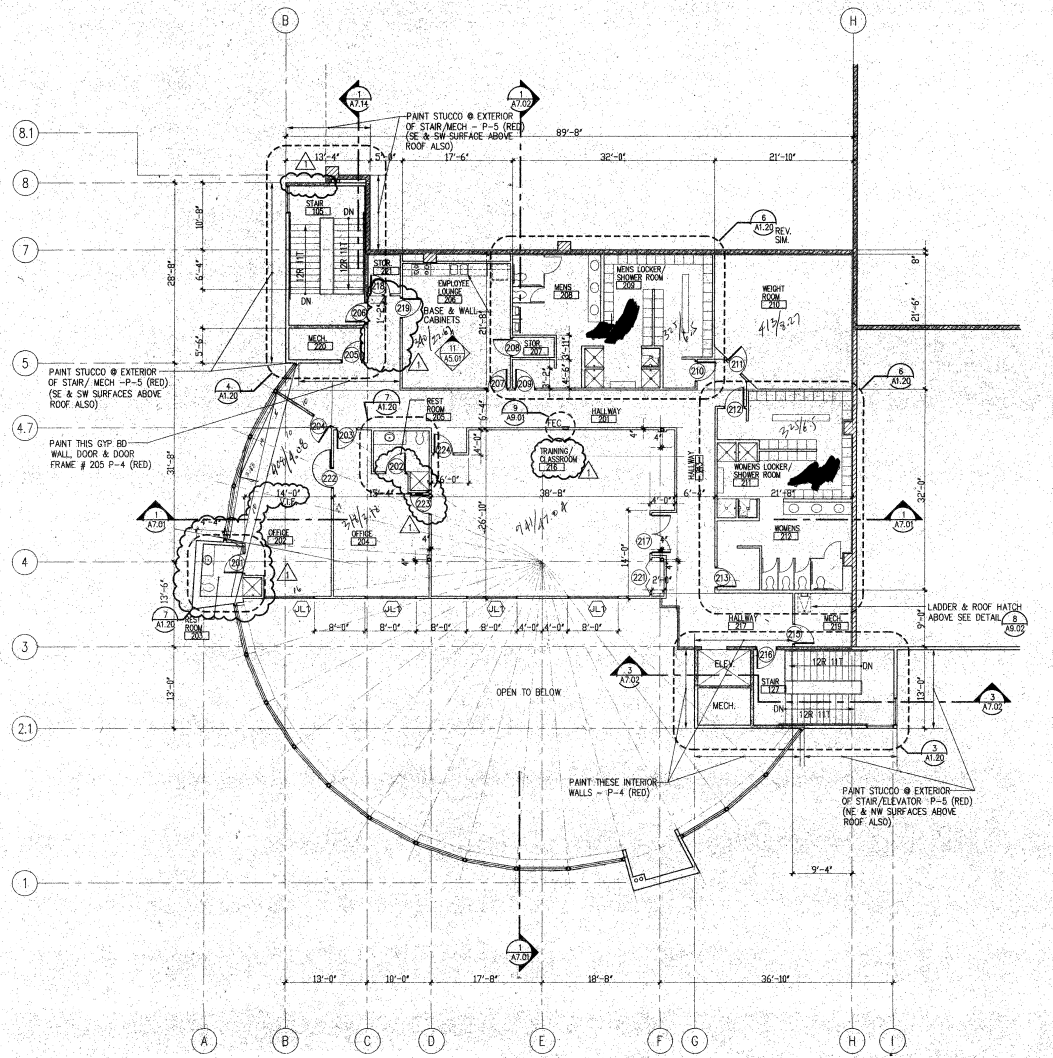


NON COMBUSTABLE PENATRANT THRU RATED MASONRY WALL



NON COMBUSTABLE PENATRANT THRU RATED STUD WALL

RATED PENETRATION DETAILS



APPROVED U.L. LISTED (OR APPROVED EQUAL) HEAD OF WALL DETAILS ARE REQUIRED FOR ALL RATED WALL TERMINATIONS AT FLOOR/CEILING, CEILING, AND/OR ROOF/CEILING ASSEMBLIES.

FLOOR PLAN - SECOND LEVEL

SCALE 1/8"=1'-0"

NORTH

LEGEND:

CMU WALL–(2 HR RATED SOLID GROUTED AREA SEPARATION WALL ASSEMBLY WHERE SHOWN SHADED ON PLANS PER UBC TABLE 7-B # 6) PROVIDE 5/8" GYP. BD. OVER 2" STUDS AND RIGID INSULATION @ INTERIOR SURFACE WHERE SHOWN ON PLANS. SPLIT FACE @ EXTERIOR SURFACE. – SEE STRUCTURAL DWGS. FOR SIZE & REINF.

INTERIOR STUD WALLS WITH 5/8" TYPE "X" GYPSUM BOARD BOTH SIDES OF 2X4 STUDS @ 16" O.C. (1 HR RATED ASSEMBLY: WHERE SHOWN SHADED ON PLANS, PER UBC TABLE 7-B # 17-1.) INSTALL SOUND BATT INSULATION @ ALL RESTROOMS & OFFICES – PROVIDE FINISHES PER FINISH SCHEDULE.

STUD WALLS – 2X6 WOOD STUDS @ 16" O.C. WITH 7/8" STUCCO FINISH OVER ½" GYP. SHEATHING @ EXTERIOR LOCATIONS; 5/8" TYPE "X" GYPSUM BOARD @ INTERIOR LOCATIONS (1 HR RATED ASSEMBLY WHERE SHOWN SHADED ON PLANS PER UBC TABLE 7-B # 17-4.) INSTALL SOUND BATT INSULATION @ ALL RESTROOMS & OFFICES – PROVIDE FINISHES PER INTERIOR FINISH SCHEDULE.

PLANS APPROVED CONSTRUCTION Subject to field inspection. Date of Issuance 6/6/97 RAS JUN 0 2 1997 Approval does not include the Building Official's approval of any Change Orders and does not relieve the applicant of the responsibility of complying with all City ordinances and regulations.

DAVID G. PUGSLEY REGISTERED ARCHITECT STATE OF NEVADA

REVISION
05/16/97

TOM SAITTA'S DODGE DEALERSHIP

FLOOR PLAN - SECOND LEVEL

WELLES · PUGSLEY ARCHITECTS
Architecture Design Planning
2480 EAST TOMPKINS AVENUE, SUITE 222
LAS VEGAS, NEVADA 89121
(702) 435-1150

PROJECT NO. WP-9616
DATE: 03/14/97
DRAWN BY: IBARRA
CHECKED BY: DP

SHEET NO.
A1.12

BP-157095
6/2/97

CITY OF LAS VEGAS CENTRAL PERMITS

EOT-57098

EOT-57098 [PRJ-57095] - APPLICANT/OWNER: GARDEN CITY, LLC
5750 SKY POINTE DRIVE

01/06/15

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 20, 2014

Mr. Renaldo M .Tiberti
Garden City, LLC
1806 Industrial Road
Las Vegas, Nevada 89102

RE: EOT-52243 [PRJ-52161]
CITY COUNCIL MEETING OF FEBRUARY 19, 2014

Dear Mr. Tiberti:

The City Council at a regular meeting held February 19, 2014, APPROVED the request for an Extension of Time of a Non-Conforming use FOR A MOTOR VEHICLE DEALERSHIP (NEW) at 5750 Sky Pointe Drive (APN 125-27-402-005), T-C (Town Center) Zone [SC-TC (Service Commercial - Town Center) Special Land Use Designation]. The Notice of Final Action was filed with the Las Vegas City Clerk on February 20, 2014. This approval is subject to:

Planning

1. This request for an Extension of Time of a non-conforming use for a Motor Vehicle Dealership at 5750 Sky Pointe Drive shall expire on January 8, 2015, unless another Extension of Time is approved by the City Council.

Sincerely,

Gabriela P. Brenner

Gabriela Portillo-Brenner
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

RECEIVED
FEB 21

PRJ-57095
12/08/14

EOT-57098

PRJ 57095_JTF

December 8, 2014

Doug Rankin, AICP
City of Las Vegas
Department of Planning and Development
333 North Rancho Drive
3rd Floor
Las Vegas, Nevada 89106

RE: **PRJ 57095**
5750 Sky Pointe Drive
Assessors Parcel #125-27-407-005
Lot 3-1, Parcel Map File 87, Page 61

Dear Mr. Rankin,

Please accept this letter as my request to **Extension of Time** of **the Non-Conforming Use** for **Motor Vehicle Sales (New)**. The city is aware that the Chrysler Corporation revoked the dealership as a part of their bankruptcy. Now would not be timely due to economic and other reasons to institute a new car dealership at this location. We are making this request to preserve our use and viability of this property. I have enclosed the fee for the extension of time. I would request a minimum of two (2) years until our next review.

Thanking you in advance for your attention to this matter. You may feel free to contact me at the following numbers:

1. (702) 248-4000 p.m.
2. (702) 405-3101 a.m.
3. (702) 501-4545 cell

Sincerely,

Renaldo M. Tiberti

RMT/dcm

PRJ-57095
12/08/14

EOT-57098

City of Las Vegas Agenda Item No.: **74.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

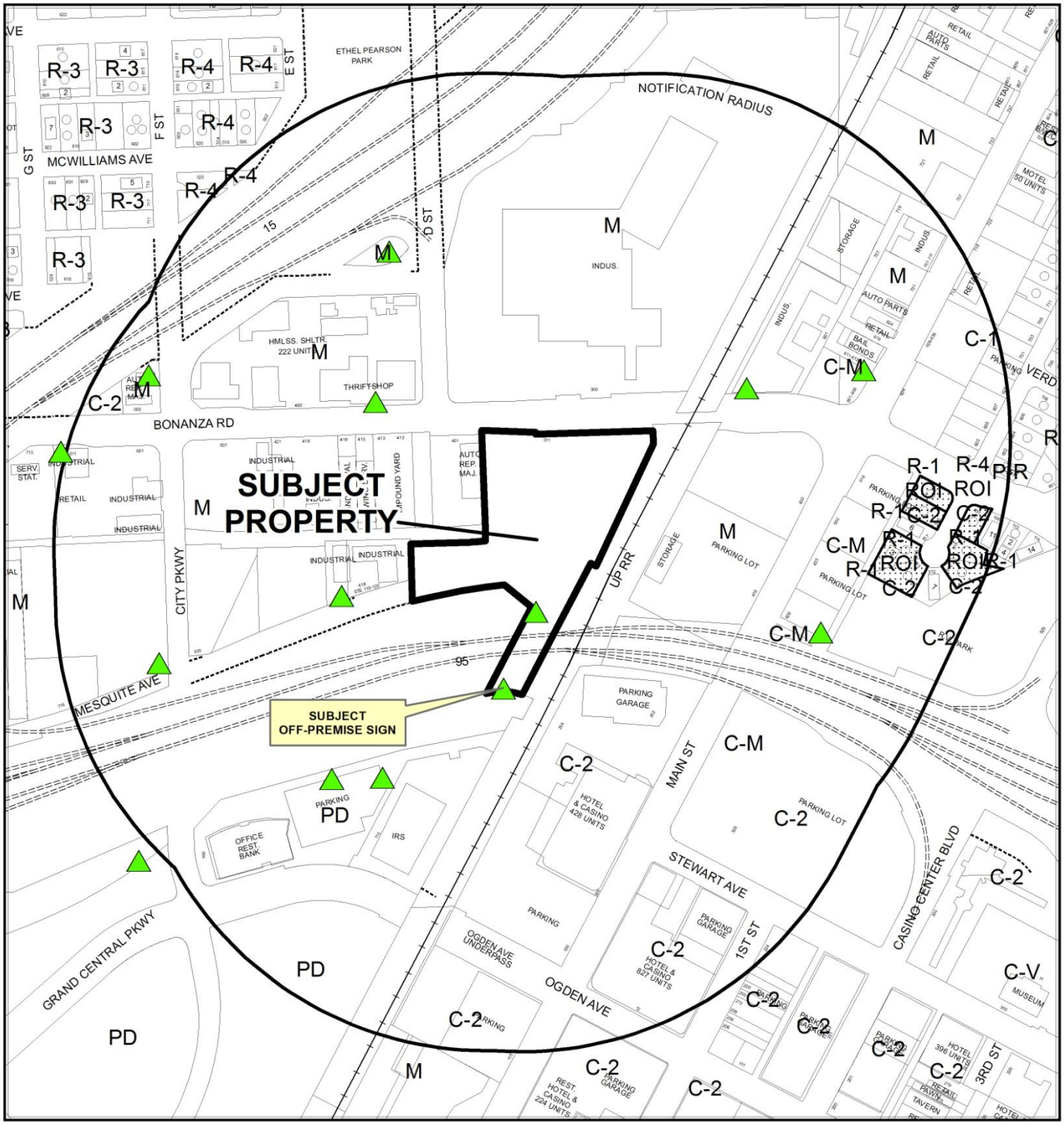
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-56771 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: CITY PARKWAY V, INC. - For possible action on a Required Review of an approved Special Use Permit (U-0238-91) FOR AN EXISTING 65-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 301 Mesquite Avenue (APN 139-27-401-031), M (Industrial) 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. Photo(s)
5. Planning Commission Approval Letter - RQR-44052



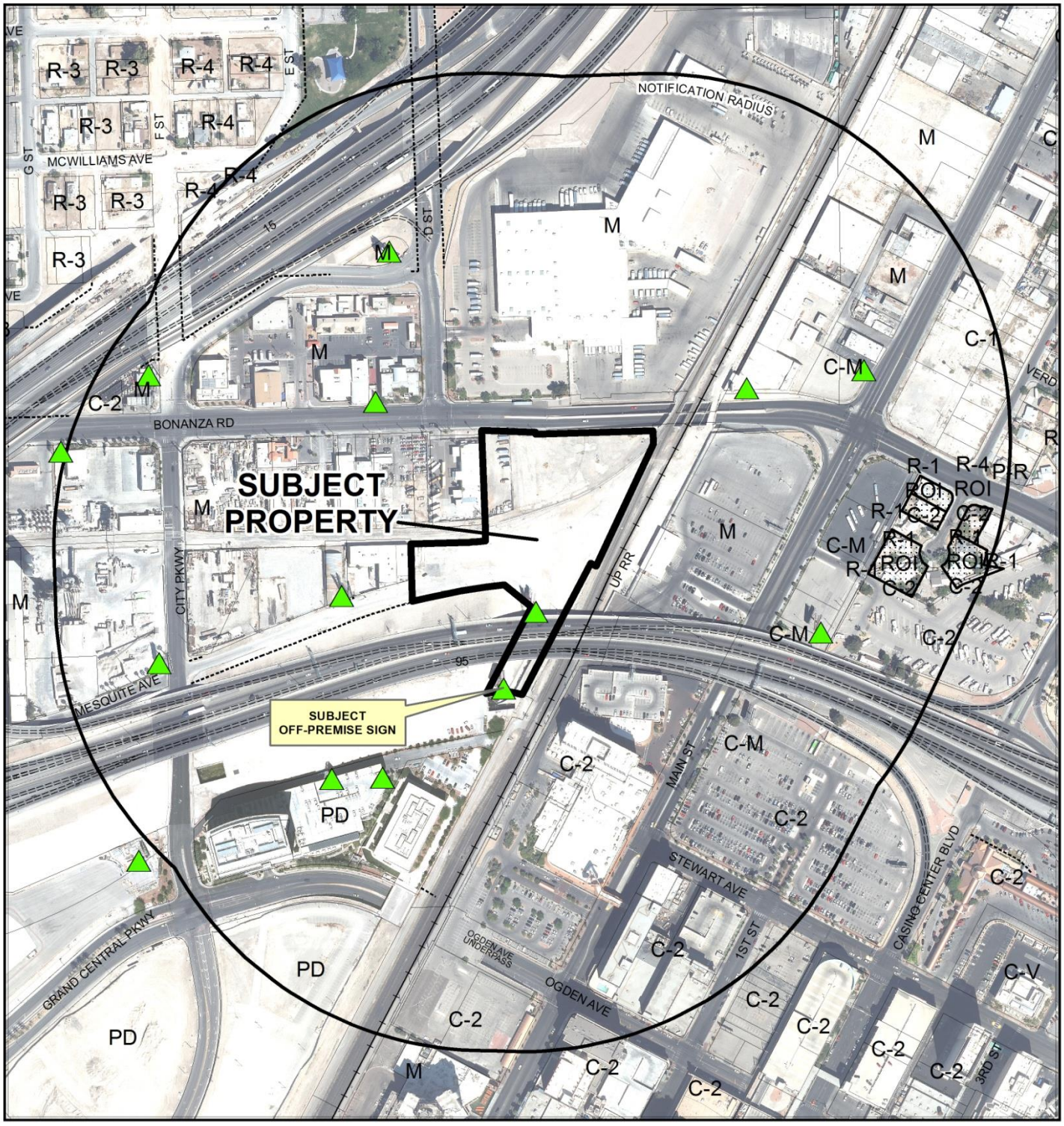
0 300 600 Feet

CASE: **RQR-56771**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N



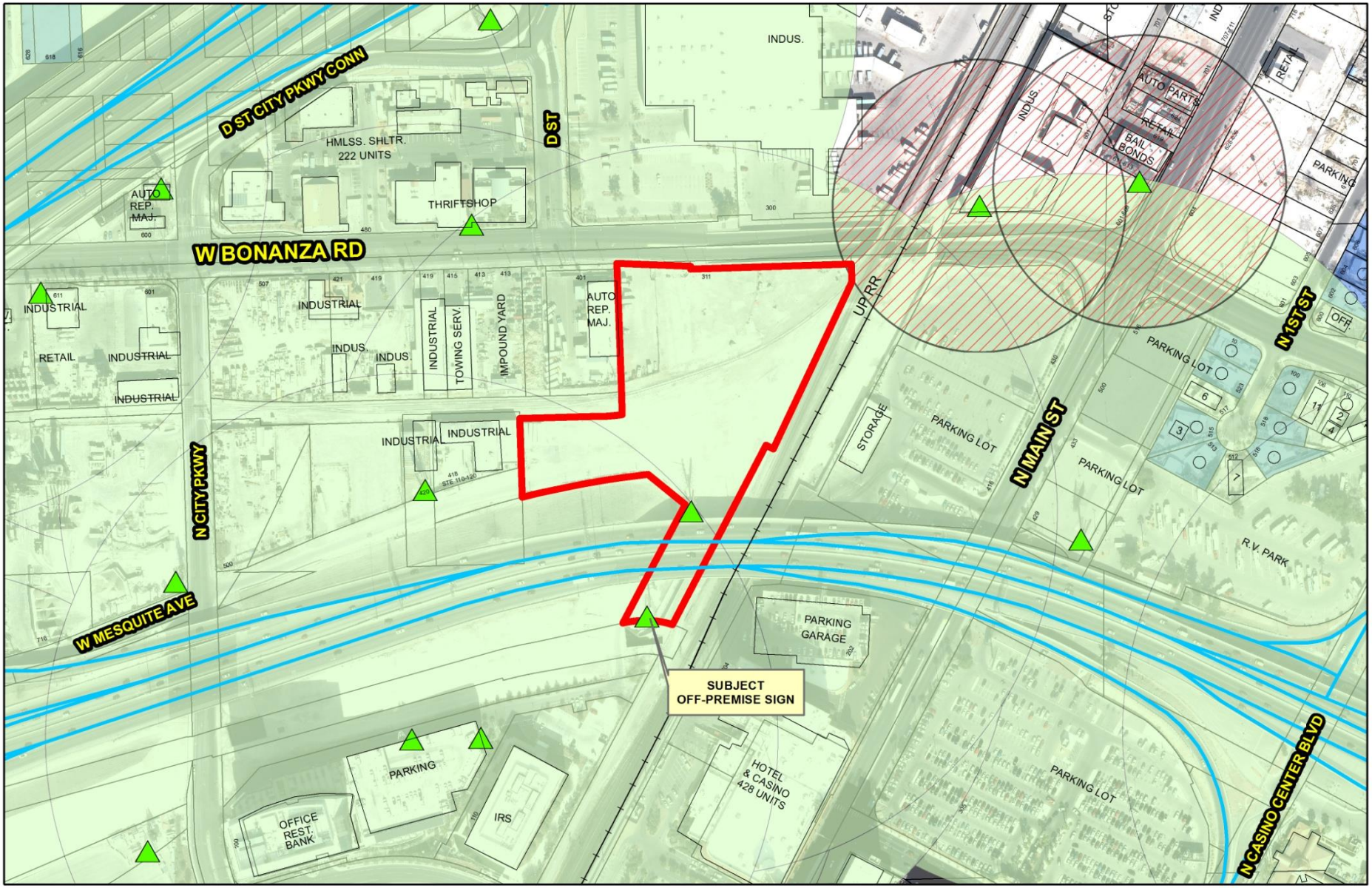
0 300 600 Feet

CASE: **RQR-56771**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N



RQR-56771

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: Tuesday, January 06, 2015

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: FEBRUARY 18, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: CITY PARKWAY V, INC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-56771	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

RQR-56771 CONDITIONS

Planning

1. Conformance to the Conditions of Approval for Special Use Permit (U-0238-91).

2. This Special Use Permit shall be reviewed in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

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 Review of an approved Special Use Permit (U-0238-91) for an existing 65-foot tall, 14-foot by 48-foot Off-Premise Sign at 301 Mesquite Avenue. Research of building permit activity found that a permit (92149979) was issued on 06/22/92 for the installation of a 65-foot tall, 14-foot by 48-foot Off-Premise Sign at 254 F Street; the permit was finalized on 09/09/92. The address was changed to 301 West Mesquite Avenue, as Parcel Map (PM-0043-00) was approved to consolidate five parcels into three parcels generally located at the southwest corner of Bonanza Road and the Union Pacific Railroad right-of-way, including the railroad right-of-way. There have not been any significant changes in development or land use in the surrounding area; therefore; staff finds no adverse impact regarding the continued use of the Off-Premise Sign and is recommending approval of this request, subject to a three-year review.

ISSUE

- The Off-Premise Sign was issued a building permit under the address of 254 F Street in 1992. Since then Parcel Map (PM-0043-00) was approved to consolidate five parcels into three parcels generally located at the southwest corner of Bonanza Road and the Union Pacific Railroad right-of-way, including the railroad right-of-way. The address that is legally associated with this Off-Premise Sign is 301 West Mesquite Avenue.
- The Off-Premise Sign was approved with a condition that limited the sign to a maximum height of 30 feet above the elevation of the adjacent freeway roadway surface. This has led to the subject Off-Premise Sign being depicted at different heights as the height was measured from the natural grade level to the bottom of the sign and to the top of the sign. The actual overall height is 65 feet tall, with 30 foot of the sign above the elevation of the adjacent freeway roadway surface.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/20/92	The City Council approved a request for a Special Use Permit (U-0238-91) for a 14-foot by 48-foot Off-Premise Sign on the south side of Oran K. Gragson Highway (US-95) between "F" Street and Main Street. The Board of Zoning Adjustment and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/20/92	The City Council approved an appeal of a denial from the Board of Zoning Adjustment of Variance (V-0046-92) for a 14-foot by 48-foot Off-Premise Sign and to allow the sign to be 690 feet from another existing Off-Premise Sign, where 750 feet is the minimum separation required on property located on the north side of Oran K. Gragson Highway (US-95) between Bonanza Road and Grand Central Parkway, 150 feet west of the centerline of the Union Pacific Railroad tracks. The Department of Planning staff recommended denial.
05/27/97	The City Council approved a Required Review [U-0238-91(1)] of an approved Special Use Permit (U-0238-91) for a 14-foot by 48-foot Off-Premise Sign on the south side of Oran K. Gragson Highway (US-95) between "F" Street and Main Street. The Board of Zoning Adjustment and staff recommended approval.
	The City Council approved an appeal of a denial from the Board of Zoning Adjustment of a Required Review [V-0046-92(1)] of an approved Variance (V-0046-92) for a 14-foot by 48-foot Off-Premise Sign and to allow the sign to be 690 feet from another existing Off-Premise Sign, where 750 feet is the minimum separation required on property located on the north side of Oran K. Gragson Highway (US-95) between Bonanza Road and Grand Central Parkway, 150 feet west of the centerline of the Union Pacific Railroad tracks. The Department of Planning staff recommended approval.
06/28/99	The City Council approved a Required Review [U-0238-91(2)] of an approved Special Use Permit (U-0238-91) for a 14-foot by 48-foot Off-Premise Sign on the south side of Oran K. Gragson Highway (US-95) between "F" Street and Main Street. The Planning Commission and staff recommended approval.
07/12/99	The City Council approved a Required Review [V-0046-92(2)] of an approved Variance (V-0046-92) for a 14-foot by 48-foot Off-Premise Sign and to allow the sign to be 690 feet from another existing Off-Premise Sign, where 750 feet is the minimum separation required on property located on the north side of Oran K. Gragson Highway (US-95) between Bonanza Road and Grand Central Parkway, 150 feet west of the centerline of the Union Pacific Railroad tracks. The Board of Zoning Adjustment and staff recommended approval.
12/20/00	The City Council approved a Required Review [V-0046-92(3)] of an approved Variance (V-0046-92) for a 14-foot by 48-foot Off-Premise Sign and to allow the sign to be 690 feet from another existing Off-Premise Sign, where 750 feet is the minimum separation required on property located on the north side of Oran K. Gragson Highway (US-95) between Bonanza Road and Grand Central Parkway, 150 feet west of the centerline of the Union Pacific Railroad tracks. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/22/00	A Parcel Map (PM-0043-00) was approved to consolidate five parcels into three parcels generally located at the southwest corner of Bonanza Road and the Union Pacific Railroad right-of-way, including the railroad right-of-way. The Parcel Map was recorded on 12/27/00, as Book 20001227, File 99 and Page 68.
02/21/01	The City Council approved a Required Review [U-0238-91(3)] of an approved Special Use Permit (U-0238-91) for a 14-foot by 48-foot Off-Premise Sign on the south side of Oran K. Gragson Highway (US-95) between "F" Street and Main Street. The Planning Commission and staff recommended approval.
04/03/02	The City Council approved a Required Review [U-0238-91(4)] of an approved Special Use Permit (U-0238-91) for a 14-foot by 48-foot Off-Premise Sign on the south side of Oran K. Gragson Highway (US-95) between "F" Street and Main Street. The Planning Commission and staff recommended approval.
	The City Council approved a Required Review [V-0046-92(4)] of an approved Variance (V-0046-92) for a 14-foot by 48-foot Off-Premise Sign and to allow the sign to be 690 feet from another existing Off-Premise Sign, where 750 feet is the minimum separation required on property located on the north side of Oran K. Gragson Highway (US-95) between Bonanza Road and Grand Central Parkway, 150 feet west of the centerline of the Union Pacific Railroad tracks. The Planning Commission and staff recommended approval.
05/21/03	The City Council approved a Required Review (RQR-1993) of an approved Special Use Permit (U-0238-91) for a 14-foot by 48-foot Off-Premise Sign on the south side of Oran K. Gragson Highway (US-95) between "F" Street and Main Street. The Planning Commission and staff recommended approval.
06/04/03	The City Council approved a Required Review (RQR-1909) of an approved Variance (V-0046-92) for a 14-foot by 48-foot Off-Premise Sign and to allow the sign to be 690 feet from another existing Off-Premise Sign, where 750 feet is the minimum separation required on property located on the north side of Oran K. Gragson Highway (US-95) between Bonanza Road and Grand Central Parkway, 150 feet west of the centerline of the Union Pacific Railroad tracks. The Planning Commission and staff recommended approval.
07/06/05	The City Council approved a Required Review (RQR-6252) of an approved Special Use Permit (U-0238-91) for a 14-foot by 48-foot Off-Premise Sign on the south side of Oran K. Gragson Highway (US-95) between "F" Street and Main Street. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/06/05	The City Council approved a Required Review (RQR-6345) of an approved Variance (V-0046-92) for a 14-foot by 48-foot Off-Premise Sign and to allow the sign to be 690 feet from another existing Off-Premise Sign, where 750 feet is the minimum separation required on property located on the north side of Oran K. Gragson Highway (US-95) between Bonanza Road and Grand Central Parkway, 150 feet west of the centerline of the Union Pacific Railroad tracks. The Planning Commission and staff recommended approval.
06/08/06	The Department of Planning administratively approved a Director's Business item (DIR-14084) to allow an electronic message unit to be installed within an existing Off-Premise Sign on property located on the north side of Oran K. Gragson Highway (US-95) between Bonanza Road and Grand Central Parkway, 150 feet west of the centerline of the Union Pacific Railroad tracks.
08/16/06	The City Council approved a Required Review (RQR-13616) of an approved Variance (V-0046-92) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign and to allow the sign to be 690 feet from another existing Off-Premise Sign, where 750 feet is the minimum separation required on property located on the north side of Oran K. Gragson Highway (US-95) between Bonanza Road and Grand Central Parkway, 150 feet west of the centerline of the Union Pacific Railroad tracks. The Planning Commission and staff recommended approval.
11/15/06	The City Council approved a Required Review (RQR-13989) of an approved Special Use Permit (U-0238-91) for a 50-foot tall, 14-foot by 48-foot Off-Premise Sign on the south side of Oran K. Gragson Highway (US-95) between "F" Street and Main Street. The Planning Commission and staff recommended approval.
02/19/08	The Department of Planning administratively approved a Site Development Plan Review (SDR-26889) to modify a 14-foot by 48-foot Off-Premise Sign for a digital display at 301 West Mesquite Avenue.
05/13/08	The Department of Planning administratively approved a Site Development Plan Review (SDR-27695) for a Heavy Machinery Equipment Storage lot with Waivers of Parking Lot and Perimeter Landscape Requirements on 5.25 acres on the south side of Bonanza Road 500 feet east of D Street.
11/19/08	The City Council approved a Required Review (RQR-30641) of an approved Special Use Permit (U-0238-91) for a 14-foot by 48-foot Off-Premise Sign on the south side of Oran K. Gragson Highway (US-95) between "F" Street and Main Street. Staff recommended approval.
07/15/09	The City Council approved a Required Review (RQR-34324) of an approved Variance (V-0046-92) for a 14-foot by 48-foot Off-Premise Illuminated Sign and to allow the sign to be 690 feet from another existing Off-Premise Sign, where 750 feet is the minimum separation required on property located on the north side of (US-95) between Bonanza Road and Grand Central Parkway, 150 west of the centerline of the Union Pacific Railroad tracks. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/14/12	The Planning Commission approved a Required Review (RQR-44052) of an approved Special Use Permit (U-0238-91) for a 50-foot tall, 14-foot by 48-foot Off-Premise Sign at 301 West Mesquite Avenue. Staff recommended approval.
02/14/12	The Planning Commission approved a Required Review (RQR-44331) of an approved Variance (V-0046-92) for a 14-foot by 48-foot Off-Premise Sign and to allow the sign to be 690 feet from another existing Off-Premise Sign, where 750 feet is the minimum separation required at 301 West Mesquite Avenue. Staff recommended approval.
08/01/12	The Department of Planning administratively approved a Site Development Plan Review (SDR-46139) for the conversion of an existing 65-foot tall, 14-foot by 48-foot Off-Premise Sign to a digital display unit (LED) east facing side at 301 West Mesquite Avenue.
08/01/12	The Department of Planning administratively approved a Site Development Plan Review (SDR-46140) for the conversion of an existing 65-foot tall, 14-foot by 48-foot Off-Premise Sign to a digital display unit (LED) west facing side at 301 West Mesquite Avenue.

Most Recent Change of Ownership	
03/13/14	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
06/22/92	A building permit (92149979) was issued for the installation of a 65-foot tall, 14-foot by 48-foot Off-Premise Sign at 254 F Street. The permit was finalized on 09/09/92.
09/03/92	A building permit (92159007) was issued for electrical service to a 65-foot tall, 14-foot by 48-foot Off-Premise Sign at 254 F Street. The permit was finalized on 09/08/92.
09/04/12	A building permit (219010) was issued to replace overhead electrical service underground to an existing 65-foot tall, 14-foot by 48-foot Off-Premise Sign at 301 Mesquite Avenue. The permit was finalized on 10/25/12, under permit (222517).
09/24/12	A building permit (219370) was issued to replace the east and west facing sides on an existing 65-foot tall, 14-foot by 48-foot Off-Premise Sign to a digital display unit's (LED) at 301 West Mesquite Avenue. The permit was finalized on 07/31/13.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
01/13/15	Staff conducted a field check of the subject site and found the sign and supporting structures were in good condition with no discrepancies noted.

Details of Application Request	
Site Area	
Net Acres	5.28

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	MXU (Mixed Use)	M (Industrial)
North	ROW (US-95)	ROW (US-95)	ROW (US-95)
South	ROW (Railroad)	C (Commercial)	C-2 (General Commercial)
	Office, Other Than Listed	MXU (Mixed Use)	PD (Planned Development)
East	ROW (Railroad)	C (Commercial)	C-2 (General Commercial)
East	Parking Garage	C (Commercial)	C-2 (General Commercial)
West	ROW (US-95)	ROW (US-95)	ROW (US-95)

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			
A-O (Airport Overlay) District (175 Feet)	X		Y
Downtown Casino Overlay District (Parkway Center)	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

Standards	Code Requirements	Provided	Compliance
Location	No Off-Premise Sign may be located within public right-of-way	The sign is not in public right-of-way, nor is it in the Off-Premise Exclusionary Sign Zone.	Y
Zoning	Off-Premise Signs are permitted in C-1. C-2, C-M, and M zoning districts only	Sign is in an M (Industrial) 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.	Sign is 65 feet tall (30 feet above grade of the freeway).	Y*
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)	Sign is approximately 425 feet from another Off-Premise Sign (along US-95).	N**
Off-Premise Sign	At least 300 feet to the nearest property line of a lot in any "R" or U" zoned districts.	Sign is more than 300 feet from any property line zoned either "R" or "U."	Y
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Sign is permanently attached to the ground and is located on property zoned M (Industrial).	Y

***** The City Council approved a Special Use Permit (U-0086-86) allowing the sign to be 30 feet above the grade of the freeway, which would raise the sign to an overall height of 65 feet as depicted on the approved plans.

**The City Council approved a Variance (VAR-5878) that allowed an Off-Premise Sign located at 110 City Parkway to be less than 750 feet from another Off-Premise Sign along US-95.

ANALYSIS

This is the tenth Required Review of a previously approved Special Use Permit (U-0238-91) for an existing 65-foot tall, 14-foot by 48-foot Off-Premise Sign at 301 Mesquite Avenue. Staff conducted a field check of the subject site and found the sign and supporting structures were in good condition with no discrepancies noted. The sign is located within the 175-foot Airport Overlay. However no additional height is being proposed and thus the sign continues to meet the requirements of the overlay. A final inspection on the Off-Premise Sign was completed on 09/09/02.

FINDINGS

This is a Required Review of an Off-Premise Sign that was constructed in 1992. The sign is located in an M (Industrial) zoning district and is not within the Off-Premise Sign Exclusionary Zone. Staff recommends approval of this review, subject to a Required Review in three-years.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 32

NOTICES MAILED 55 (By Planning)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

RECEIVED
JAN 05 20[illegible]
Dept of Planning
City of Las Vegas

STATEMENT OF FINANCIAL INTEREST

Case Number: RQR-56771 APN: 139-27-401-031

Name of Property Owner: City Parkway IV, Inc./ Union Pacific Railroad (easement owner)

Name of Applicant: Lamar Central Outdoor, LLC

Name of Representative: _____

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: Christopher Prickett

Subscribed and sworn before me

This 15 day of December, 2014

Michelle McFadden

Notary Public in and for said County and State

MICHELLE McFADDEN
NOTARY PUBLIC
STATE OF NEVADA
No. 08-7309-1 – CLARK COUNTY
MY APPT. EXPIRES JULY 9, 2016

MICHELLE McFADDEN NOTARY PUBLIC CLARK COUNTY

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

RECEIVED
JAN 05 2015
Dept of Planning
City of Las Vegas

Application/Petition For: Required Review for existing billboard

Project Address (Location) 301 W. Mesquite Ave.

Project Name 399-15 Review **Proposed Use**

Assessor's Parcel #(s) 139-27-401-031 **Ward #** 1

General Plan: existing _____ proposed _____ **Zoning:** existing M proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information Required review for an existing billboard

PROPERTY OWNER Union Pacific Railroad (easement) **Contact** Mary Groves

Address 2325 E. Camelback Rd. Ste #400 **Phone:** (602) 381-5700 **Fax:** _____

City Phoenix **State** AZ **Zip** 85016

E-mail Address marygroves@clearchannel.com

APPLICANT Lamar Central Outdoor, LLC **Contact** Scott Naftzger

Address 1863 Helm Drive **Phone:** (702) 873-4600 **Fax:** (702) 873-4344

City Las Vegas **State** NV **Zip** 89119

E-mail Address snaftzger@lamar.com

REPRESENTATIVE _____ **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* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Christopher Prickett (authorized agent)

Subscribed and sworn before me

This 15th day of December, 20 14.

Michelle McFadden

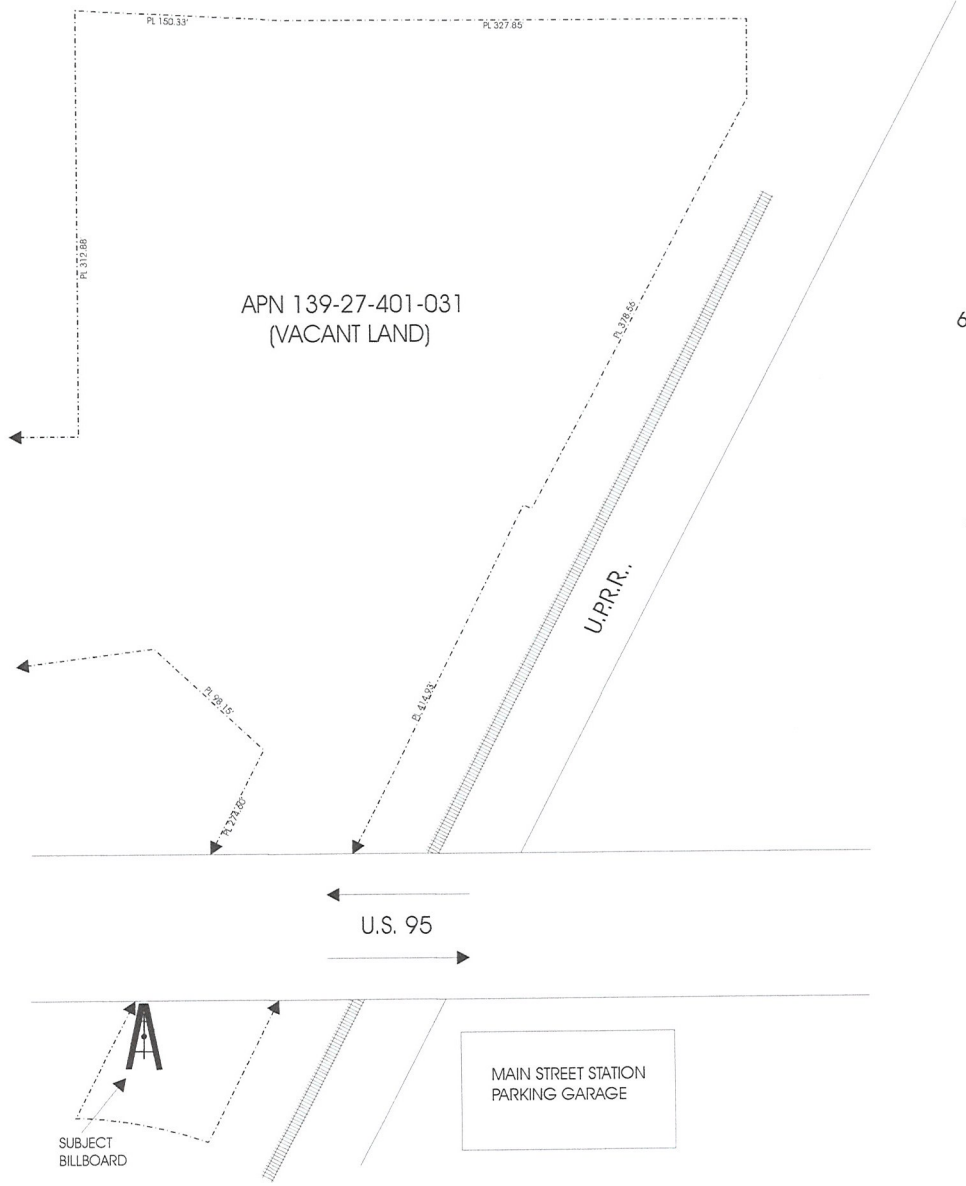
Notary Public in and for said County and State

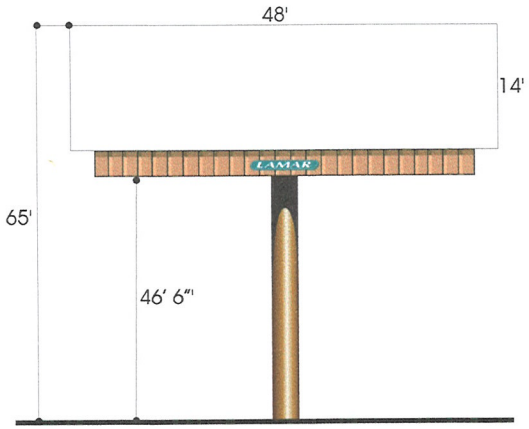
MICHELLE McFADDEN
NOTARY PUBLIC
STATE OF NEVADA
No. 08-7309-1 – CLARK COUNTY
MY APPT. EXPIRES JULY 9, 2016

FOR DEPARTMENT USE ONLY

Case #	RQR-56771
Meeting Date:	2/18/15
Total Fee:	800.00
Date Received:*	1/5/15
Received By:	

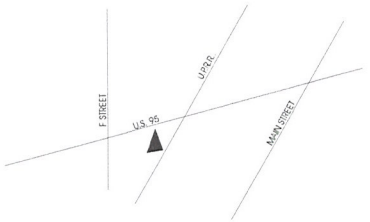
*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.





ELEVATION (NO SCALE)

RECEIVED
JAN 05 2015
Dept of Planning
City of Las Vegas



VICINITY MAP (NO SCALE)

LAMAR OUTDOOR ADVERTISING		
SCALE: NO SCALE	DATE: 11/10/11	DRAWN BY: S.NAFTZGER
U.S. 95 CITY PARKWAY SIGN		
APN 139-27-401-031		DRAWING NUMBER:

RQR-56771

RQR-56771 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: CITY PARKWAY V, INC.
301 MESQUITE AVENUE

01/13/15

RQR-56771 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: CITY PARKWAY V, INC.
301 MESQUITE AVENUE

01/13/15

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

CITY OF LAS VEGAS
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

February 15, 2012

Mr. Bill Arent
City Parkway IV A, Inc.
400 Stewart Avenue, 2nd Floor
Las Vegas, Nevada 89101

RE: RQR-44052 - REQUIRED REVIEW
PLANNING COMMISSION MEETING OF FEBRUARY 14, 2012

Dear Mr. Arent:

Your Required Review of an approved Special Use Permit (U-0238-91) FOR A 50-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 301 Mesquite Avenue (APN 139-27-401-031), M (Industrial) Zone, Ward 5 (Barlow), was considered by the Planning Commission on February 14, 2012.

The Planning Commission voted to ***APPROVE*** your request; subject to the following:

Planning

1. Conformance to the Conditions of Approval for Special Use Permit (U-0238-91).

2. This Special Use Permit shall be reviewed in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

3. The supporting structure of the Off-Premise Sign shall be properly screened from public view within 180 days of approval of this review.

4. 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.

5. 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.

6. 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.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

This action by the Planning Commission on **February 14, 2012** is final unless a written appeal is filed with the City Clerk within ten days of the date of the Planning Commission's decision as allowed by code or there is a review action filed by the City Council within the same time period. For additional information on appeals or review requests please access http://www.lasvegasnevada.gov/CheckStatus/DevelopmentApp.htm, or contact the Department of Planning and Development at 702.229.6301 after ***February 27, 2012***. No building permits or business licenses related to these items shall be issued prior to the expiration of the required ten day waiting period, or until any filed appeal is resolved pursuant to LVMC Title 19.18.

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:clb

cc: Mr. Scott Naftzger
Lamar Central Outdoor, LLC
1863 Helm Drive
Las Vegas, Nevada 89119

RQR-56771

City of Las Vegas Agenda Item No.: **75.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

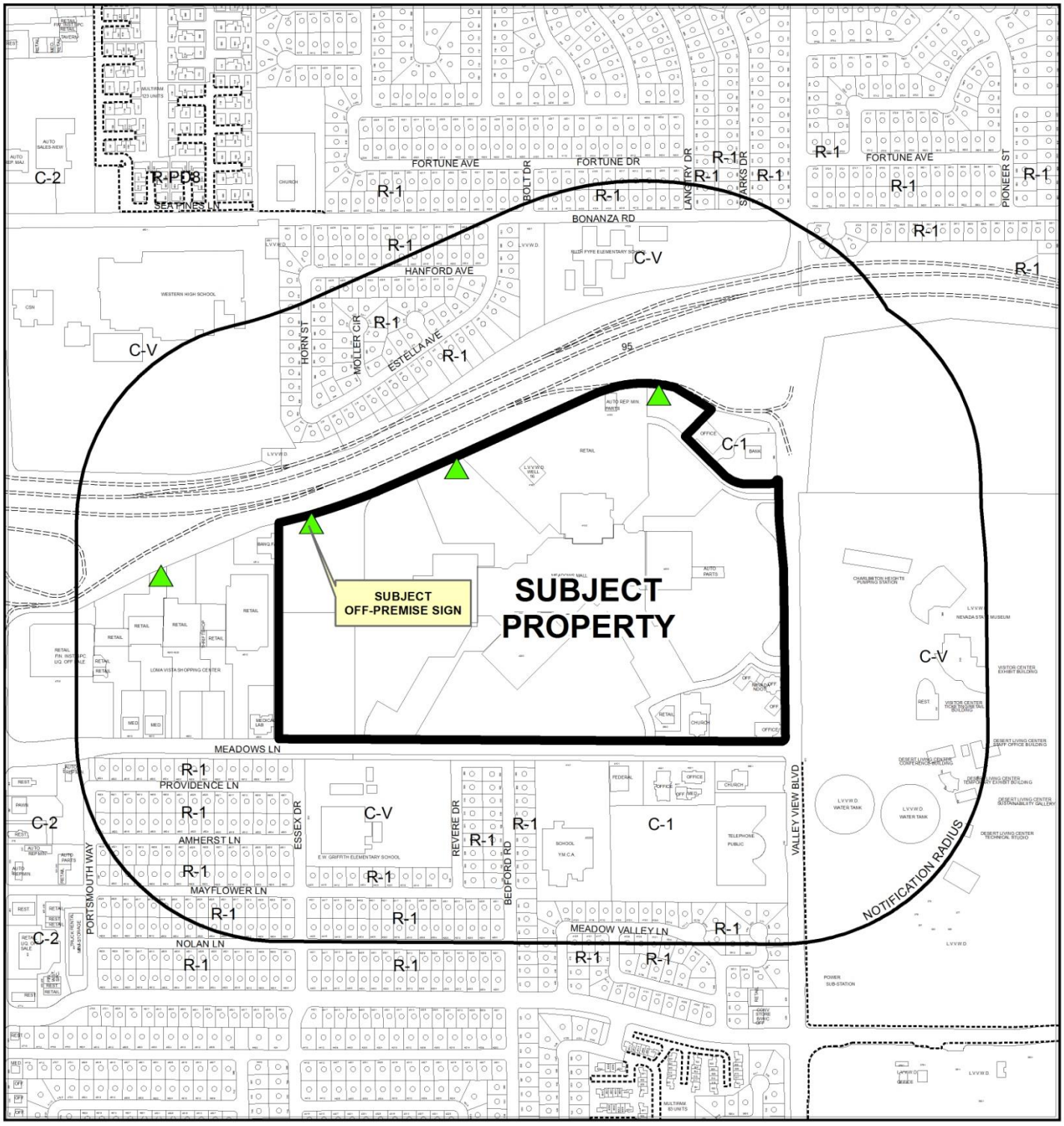
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-56792 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: GGP MEADOWS MALL, LLC - For possible action on a Required Review of an approved Special Use Permit (SUP-4807) FOR AN EXISTING 51 FOOT TALL, 14 FOOT X 48 FOOT OFF-PREMISE SIGN at 4490 Meadows Lane (APN 139-31-510-019), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

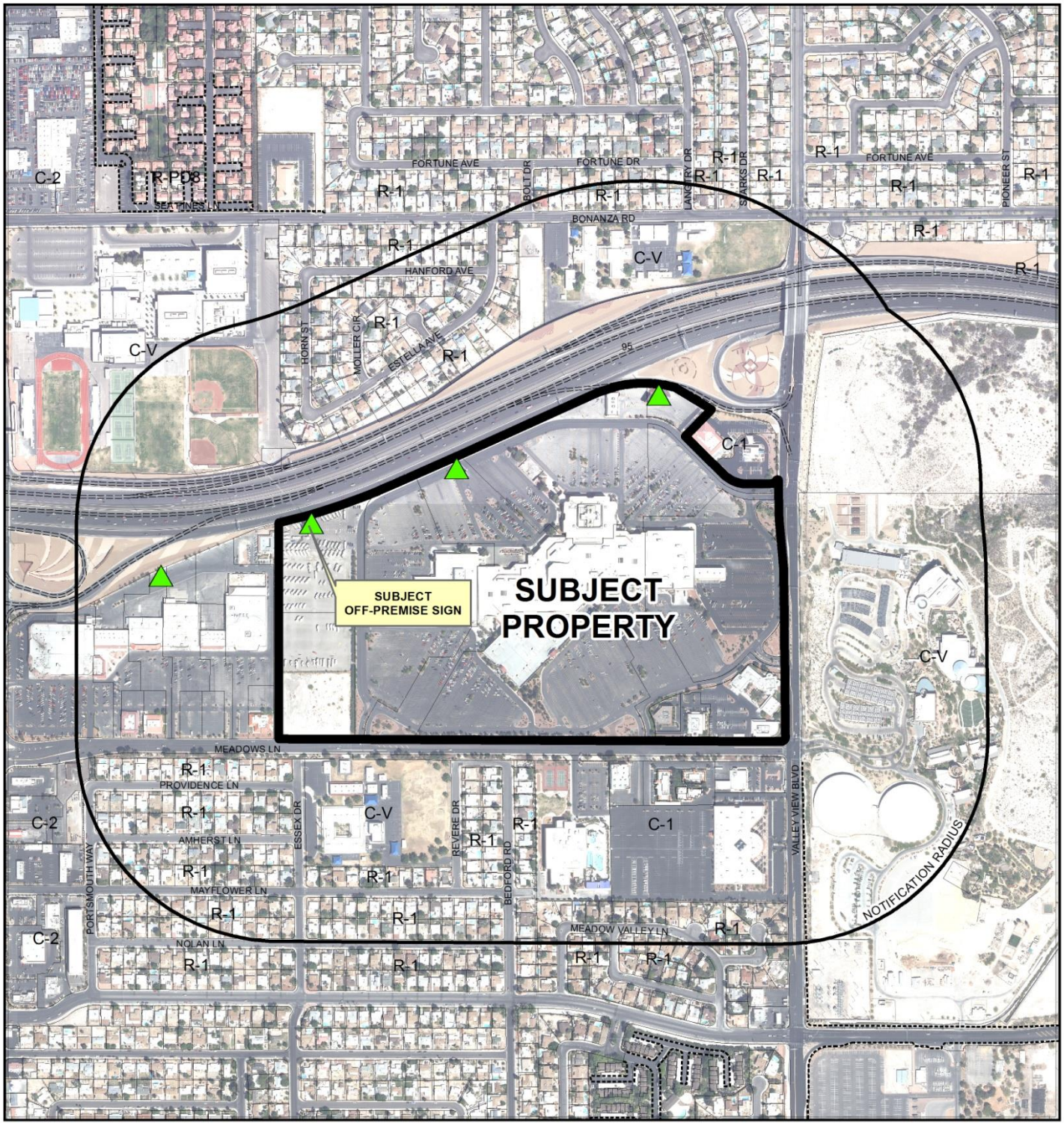
BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Planning Commission Approval Letter - RQR-44100



CASE: **RQR-56792**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



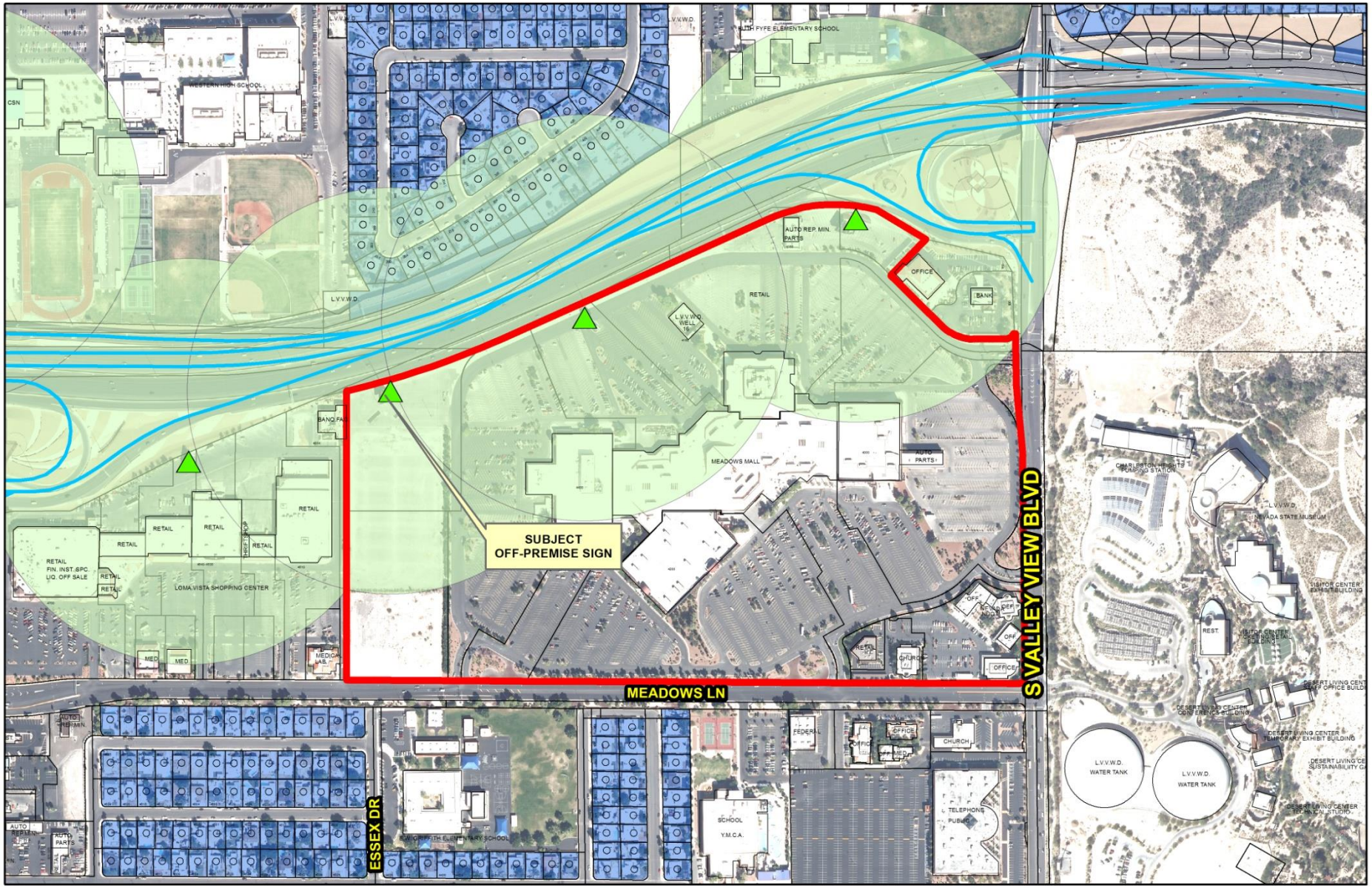
0 500 1,000 Feet

CASE: **RQR-56792**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



RQR-56792

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, January 12, 2015

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: FEBRUARY 18, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: GGP MEADOWS MALL, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-56792	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

RQR-56792 CONDITIONS

Planning

1. Conformance to the Conditions of Approval for Special Use Permit (SUP-4807).

2. This Special Use Permit shall be reviewed in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

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 Review of an approved Special Use Permit (SUP-4807) for an existing 51-foot tall, 14-foot by 48-foot Off-Premise Sign at 4490 Meadows Lane. Research of building permit activity found that a permit (05001859) was issued on 03/25/05 for the installation of a 51-foot tall, 14-foot by 48-foot Off-Premise Sign; the permit was finalized on 09/09/08. The Off-Premise Sign is in compliance with code requirements and the sign remains compatible with adjacent land uses. Therefore, staff is recommending approval with conditions. If denied the Off-Premise Sign would have to be removed.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/03/04	The City Council approved a Special Use Permit (SUP-4807) for a 51-foot high, 14-foot by 48-foot Off-Premise Sign at 4300 Meadows Lane. The Planning Commission and staff recommended approval. The Off-Premise Sign was addressed at 4490 Meadows Lane.
12/01/04	The City Council approved a Special Use Permit (SUP-4808) for a 40-foot high, 14-foot by 48-foot Off-Premise Sign at 4300 Meadows Lane. The Planning Commission and staff recommended approval. The Off-Premise Sign was addressed at 4190 Meadows Lane.
	The City Council approved a Special Use Permit (SUP-4809) for a 40-foot high, 14-foot by 48-foot Off-Premise Sign at 4300 Meadows Lane. The Planning Commission and staff recommended approval. The Off-Premise Sign was addressed at 4120 Meadows Lane.
09/21/05	The City Council approved a Review of Condition (ROC-7694) of a previously approved Special Use Permit (SUP-4808) to allow a height of 51 feet, where 40 feet was required and to allow a flag mount where a center mount Off-Premise Sign was required at 4190 Meadows Lane. Staff recommended denial.
11/06/08	The Department of Planning approved a Minor Site Development Plan Review (SDR-31313) to convert an existing 51-foot tall, 14-foot by 48-foot Off-Premise Sign to a Digital Display (LED) at 4190 Meadows Lane.
12/03/08	The City Council approved a Required Review (RQR-30599) of an approved Special Use Permit (SUP-4808) for a 51-foot tall, 14-foot by 48-foot Off-Premise Sign at 4190 Meadows Lane. Staff recommended approval.
	The City Council approved a Required Review (RQR-30600) of an approved Special Use Permit (SUP-4809) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4120 Meadows Lane. Staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/17/08	The City Council approved a Required Review (RQR-30360) of an approved Special Use Permit (SUP-4807) for a 51-foot high, 14-foot by 48-foot Off-Premise Sign at 4490 Meadows Lane. The Planning Commission and staff recommended approval.
05/01/09	The Department of Planning approved a Minor Site Development Plan Review (SDR-34365) for a 5-foot by 24-foot embellishment to an existing 51-foot high, 14-foot by 48-foot Off-Premise Sign at 4490 Meadows Lane.
05/19/11	The Department of Planning approved a Minor Site Development Plan Review (SDR-41813) for a 5-foot by 24-foot embellishment to an existing 51-foot high, 14-foot by 48-foot Off-Premise Sign at 4490 Meadows Lane.
02/14/12	The Planning Commission approved a Required Review (RQR-44100) of an approved Special Use Permit (SUP-4807) for a 51-foot high, 14-foot by 48-foot Off-Premise Sign at 4490 Meadows Lane. Staff recommended approval.
04/18/12	The City Council approved General Plan Amendment (GPA-43391) to establish the Redevelopment Area #2 and change the future land use designation on various parcels within the Redevelopment Area #2 to C (Commercial) or MXU (Mixed Use) which includes the subject site. The Planning Commission and staff recommended approval.
12/04/13	The City Council approved a Required Review (RQR-51409) of an approved Special Use Permit (SUP-4809) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4120 Meadows Lane. Staff recommended approval.
	The City Council approved a Required Review (RQR-51410) of an approved Special Use Permit (SUP-4808) for a 51-foot tall, 14-foot by 48-foot Off-Premise Sign at 4190 Meadows Lane. Staff recommended approval.

Most Recent Change of Ownership	
08/01/13	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
03/25/05	A building permit (05001859) was issued for the installation of a 51-foot tall, 14-foot by 48-foot Off-Premise Sign at 4490 Meadows Lane. The permit was finalized on 09/09/08.
	A building permit (5001858) was issued for the installation of a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4190 Meadows Lane. The permit was renewed on 09/27/06 for a 51-foot tall, 14-foot by 48-foot Off-Premise Sign at 4190 Meadows Lane, as (ROC-7694) was approved at the 09/21/05 City Council meeting to allow a height of 51 feet. The permit was finalized on 08/19/08.

Related Building Permits/Business Licenses	
03/25/05	A building permit (5001857) was issued for the installation of a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4120 Meadows Lane. The permit was finalized on 09/05/08.
03/09/06	A building permit (61166) was issued for the installation of a 240 Volt meter/main service for a 51-foot tall, 14-foot by 48-foot Off-Premise Sign at 4490 Meadows Lane. The permit was finalized on 11/10/08.
	A building permit (61168) was issued for the installation of a 240 Volt meter/main service for a 51-foot tall, 14-foot by 48-foot Off-Premise Sign at 4190 Meadows Lane. The permit was finalized on 11/10/08.
03/09/06	A building permit (61167) was issued for the installation of a 240 Volt meter/main service for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4120 Meadows Lane. The permit was finalized on 11/10/08.
04/18/06	A building permit (63765) was issued for a temporary generator for a 51-foot tall, 14-foot by 48-foot Off-Premise Sign at 4490 Lane. The permit was finalized on 05/10/06.
	A building permit (63763) was issued for a temporary generator for a 51-foot tall, 14-foot by 48-foot Off-Premise Sign at 4190 Lane. The permit was finalized on 05/10/06.
	A building permit (63764) was issued for a temporary generator for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4120 Meadows Lane. The permit was finalized on 05/10/06.
12/04/08	A building permit (128086) was issued to convert an existing 51-foot tall, 14-foot by 48-foot Off-Premise Sign to a Digital Display (LED) at 4190 Meadows Lane. The permit was finalized on 07/07/09.
01/15/09	A building permit (131665) was issued for the installation of a 600 amp panel for a 51-foot tall, 14-foot by 48-foot Off-Premise Sign at 4190 Meadows Lane. The permit was finalized on 02/11/09.

Pre-Application Meeting
A pre-application meeting is not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
01/13/15	Staff conducted a field check of the subject site and found the sign and supporting structures were in good condition with no discrepancies noted.

Details of Application Request	
Site Area	
Net Acres	24.08

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	MXU (Mixed Use)	C-1 (Limited Commercial)
North	US-95 (Right-of-Way)	ROW (Right-of-Way)	ROW (Right-of-Way)
South	Shopping Center	MXU (Mixed Use)	C-1 (Limited Commercial)
East	Shopping Center	MXU (Mixed Use)	C-1 (Limited Commercial)
West	US-95 (Right-of-Way)	ROW (Right-of-Way)	ROW (Right-of-Way)

Master Plan Areas	***Yes***	***No***	***Compliance***
Master Plan Area		X	N/A
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
A-O (Airport Overlay) District (140 Feet)	X		Y
Meadows Walkable Community Plan	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area #2	X		Y
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	The sign is not in public right-of-way, nor is it in the Off-Premise Exclusionary Sign Zone.	Y
Zoning	Off-Premise Signs are permitted in C-1. C-2, C-M, and M zoning districts only	Sign is in a C-1 (Limited Commercial) zoning district.	Y

Standards	Code Requirements	Provided	Compliance
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 51 feet tall.	Y*
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)	The sign is approximately 770 feet from another Off-Premise Sign (along US-95).	Y
Off-Premise Sign	At least 300 feet to the nearest property line of a lot in any "R" or U" zoned districts.	Sign is more than 300 feet from any property line zoned either "R" or "U."	Y
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Sign is permanently attached to the ground and is located on property zoned C-1 (Limited Commercial).	Y

*On 11/03/04, the City Council approved Special Use Permit (SUP-4807) for a 51-foot tall, 14-foot by 48-foot Off-Premise Sign at 4300 Meadows Lane.

ANALYSIS

This is the third Required Review of a previously approved Special Use Permit (SUP-4807) which allowed a 51-foot tall, 14-foot by 48-foot Off-Premise Sign at 4490 Lane. Staff conducted a field check of the subject site and found the sign faces and supporting structures were in good condition with no discrepancies noted. A final inspection of the Off-Premise Sign was completed on 09/09/08. There have been significant changes to the land use in the surrounding area as General Plan Amendment (GPA-43991) was approved to establish the Redevelopment Area #2 and change the future land use designation on various parcels within the Redevelopment Area #2 to MXU (Mixed Use) which includes the subject site. The subject Off-Premise Sign is not affected at this time by Redevelopment efforts.

FINDINGS

This is a Required Review of an Off-Premise Sign that was constructed in 2005. The sign is located C-1 (Limited Commercial) zoning district and is not within the Off-Premise Sign Exclusionary Zone. Staff recommends approval of this review, subject to a Required Review in three-years.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 34

NOTICES MAILED 348 (By Planning)

APPROVALS 0

PROTESTS 0

JG

DEPARTMENT OF PLANNING

RECEIVED
JAN 05 2015
Dept of Planning
City of Las Vegas

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-56792** APN: 139-31-510-019

Name of Property Owner: GGP Meadows Mall, LLC

Name of Applicant: Lamar Central Outdoor, LLC

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: _____

GGP Meadows Mall L.L.C., a Delaware limited liability company

Signature of Property Owner: _____

Print Name: Marvin J. Levine
Authorized Signatory

Subscribed and sworn before me

This 17th day of December, 2014

Kathleen Fabre
Notary Public in and for said County and State

OFFICIAL SEAL
KATHLEEN FABRE
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires June 1, 2017

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

RECEIVED
JAN 05 2015
Dept of Planning
City of Las Vegas

Application/Petition For: Required Review for existing billboard

Project Address (Location) 4490 Meadows Lane

Project Name 410-01 Review **Proposed Use**

Assessor's Parcel #(s) 139-31-510-019 **Ward #** 1

General Plan: existing _____ proposed _____ **Zoning:** existing C-1 proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information Required review for an existing billboard

PROPERTY OWNER GGP Meadows Mall, LLC **Contact** Howard Sigal

Address 110 N. Wacker Drive **Phone:** (312) 960-5000 **Fax:** (312) 960-5485

City Chicago **State** IL **Zip** 60606

E-mail Address Howard.sigal@ggp.com

APPLICANT Lamar Central Outdoor, LLC **Contact** Scott Naftzger

Address 1863 Helm Drive **Phone:** (702) 873-4600 **Fax:** (702) 873-4344

City Las Vegas **State** NV **Zip** 89119

E-mail Address snaftzger@lamar.com

REPRESENTATIVE _____ **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* Authorized Signatory

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name GGP Meadows Mall, L.L.C., a Delaware limited liability company

Subscribed and sworn before me

This 15th day of December, 20 14.

Kathleen Fabre

Notary Public in and for said County and State

OFFICIAL SEAL
KATHLEEN FABRE
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires June 1, 2017

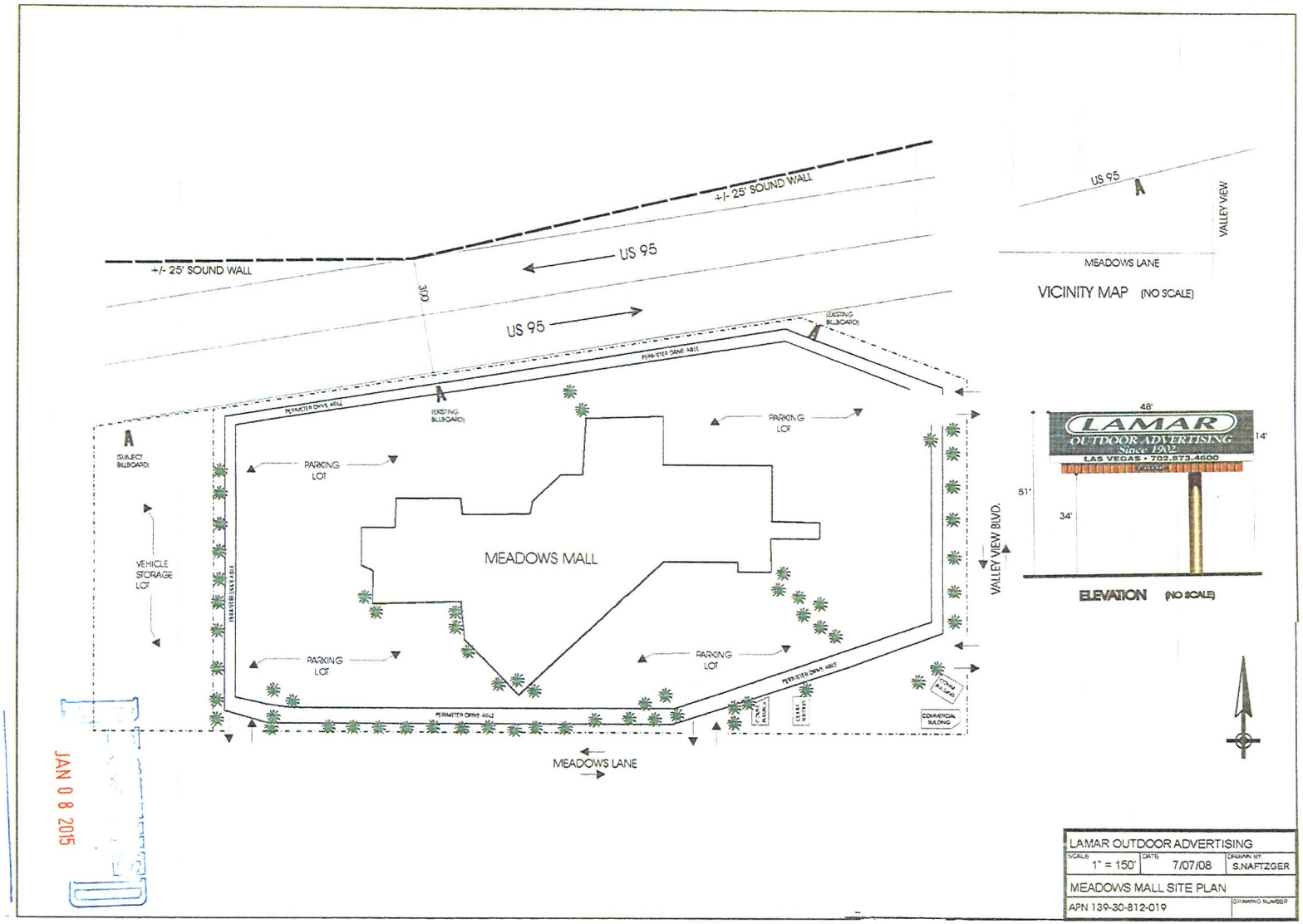
Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	RQR-5679
Meeting Date:	2/18/15
Total Fee:	800.00
Date Received:*	1/5/15
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

f:\depot\Application Packet\Application Form.pdf



JAN 0 8 2015

RQR-56792
REVISED

RQR-56792 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: GGP MEADOWS MALL, LLC
4490 MEADOWS LANE

01/13/15

RQR-56792 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: GGP MEADOWS MALL, LLC
4490 MEADOWS LANE

01/13/15

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
BOB COFFIN

ELIZABETH N. FRETWELL
CITY MANAGER

CITY OF LAS VEGAS
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

February 15, 2012

Mr. Howard Sigel
GGP Meadows Mall, LLC
110 North Wacker Drive
Chicago, Illinois 60606

RE: RQR-44100 - REQUIRED REVIEW
PLANNING COMMISSION MEETING OF FEBRUARY 14, 2012

Dear Mr. Sigel:

Your Required Review of an approved Special Use Permit (SUP-4807) FOR A 51-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 4490 Meadows Lane (APN 139-31-510-019), C-1 (Limited Commercial) Zone, Ward 1 (Tarkanian), was considered by the Planning Commission on February 14, 2012.

The Planning Commission voted to ***APPROVE*** your request, subject to the following:

Planning

1. Conformance to the Conditions of Approval for Special Use Permit (SUP-4807).

2. This Special Use Permit shall be reviewed in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

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.

This action by the Planning Commission on **February 14, 2012** is final unless a written appeal is filed with the City Clerk within ten days of the date of the Planning Commission's decision as allowed by code or there is a review action filed by the City Council within the same time period. For additional information on appeals or review requests please access http://www.lasvegasnevada.gov/CheckStatus/DevelopmentApp.htm, or contact the Department of Planning and Development at 702.229.6301 after ***February 27, 2012***. No building permits or business licenses related to these items shall be issued prior to the expiration of the required ten day waiting period, or until any filed appeal is resolved pursuant to LVMC Title 19.18.

Sincerely,

Steve Gebeke, AICP
Planning Supervisor
Case Planning Division

SG:clb

cc: Mr. Scott Naftzger
Lamar Central Outdoor, LLC
1863 Helm Drive
Las Vegas, Nevada 89119

RQR-56792

City of Las Vegas Agenda Item No.: **76.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:

ROC-56324 - ABEYANCE ITEM - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: CROSSROADS COMMONS LTD, LLC - For possible action on a request for a Review of Condition TO AMEND CONDITION #1 OF SITE DEVELOPMENT PLAN REVIEW [Z-0034-81(11)] TO ALLOW ACCESS FROM ODETTE LANE TO THE COMMERCIAL SHOPPING CENTER AND TO AMEND CONDITION #23 TO ELIMINATE THE REQUIREMENT FOR A TRAFFIC IMPACT ANALYSIS OF NON-RESIDENTIAL TRAFFIC ON ODETTE LANE at 8975 West Charleston Boulevard (APN 163-05-101-002), C-2 (General Commercial) Zone, Ward 2 (Beers) [PRJ-54452]. Staff recommends DENIAL.

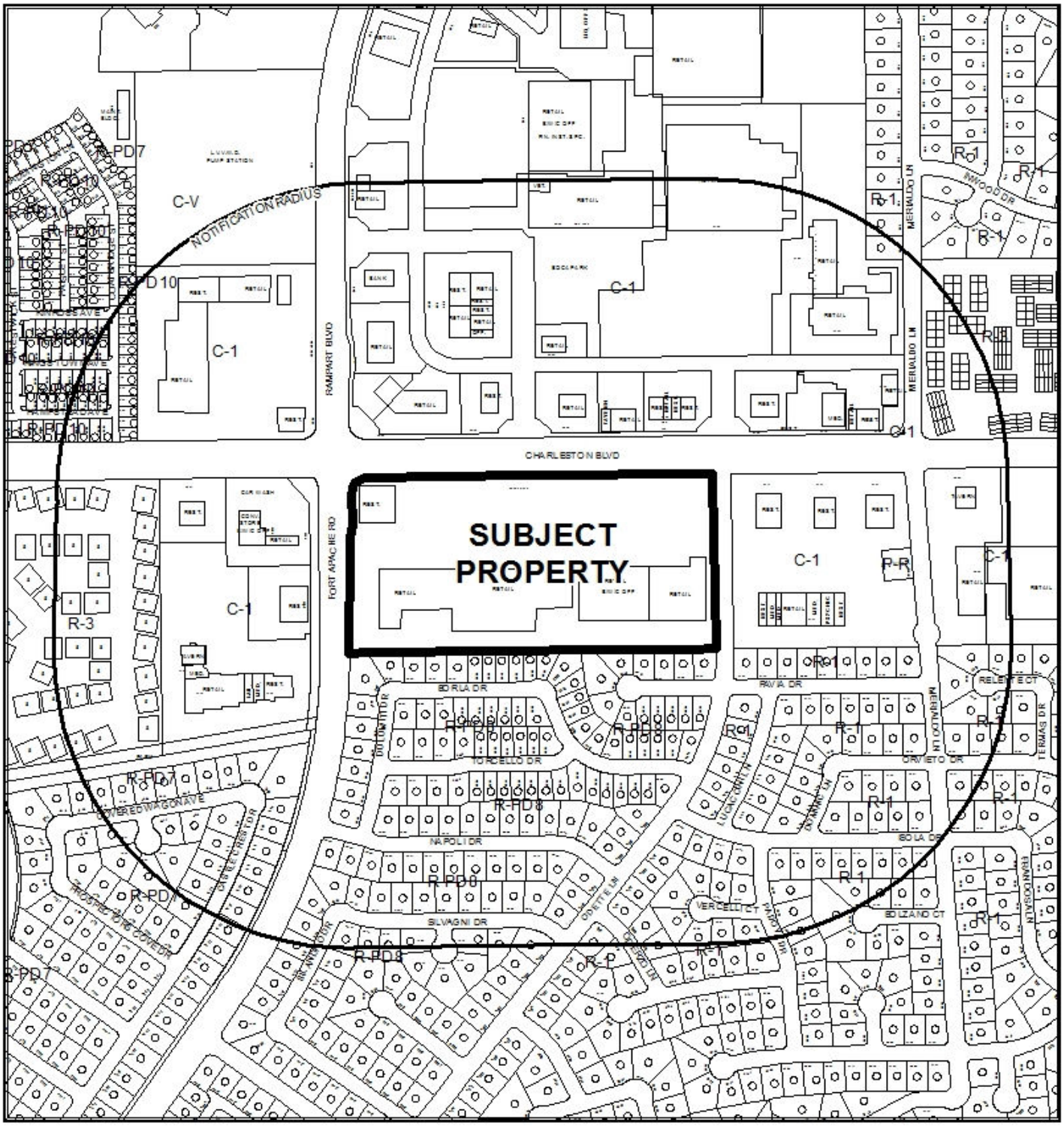
PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**21**	**City Council Meeting**	**2**

RECOMMENDATION:

Staff recommends DENIAL.

BACKUP DOCUMENTATION:

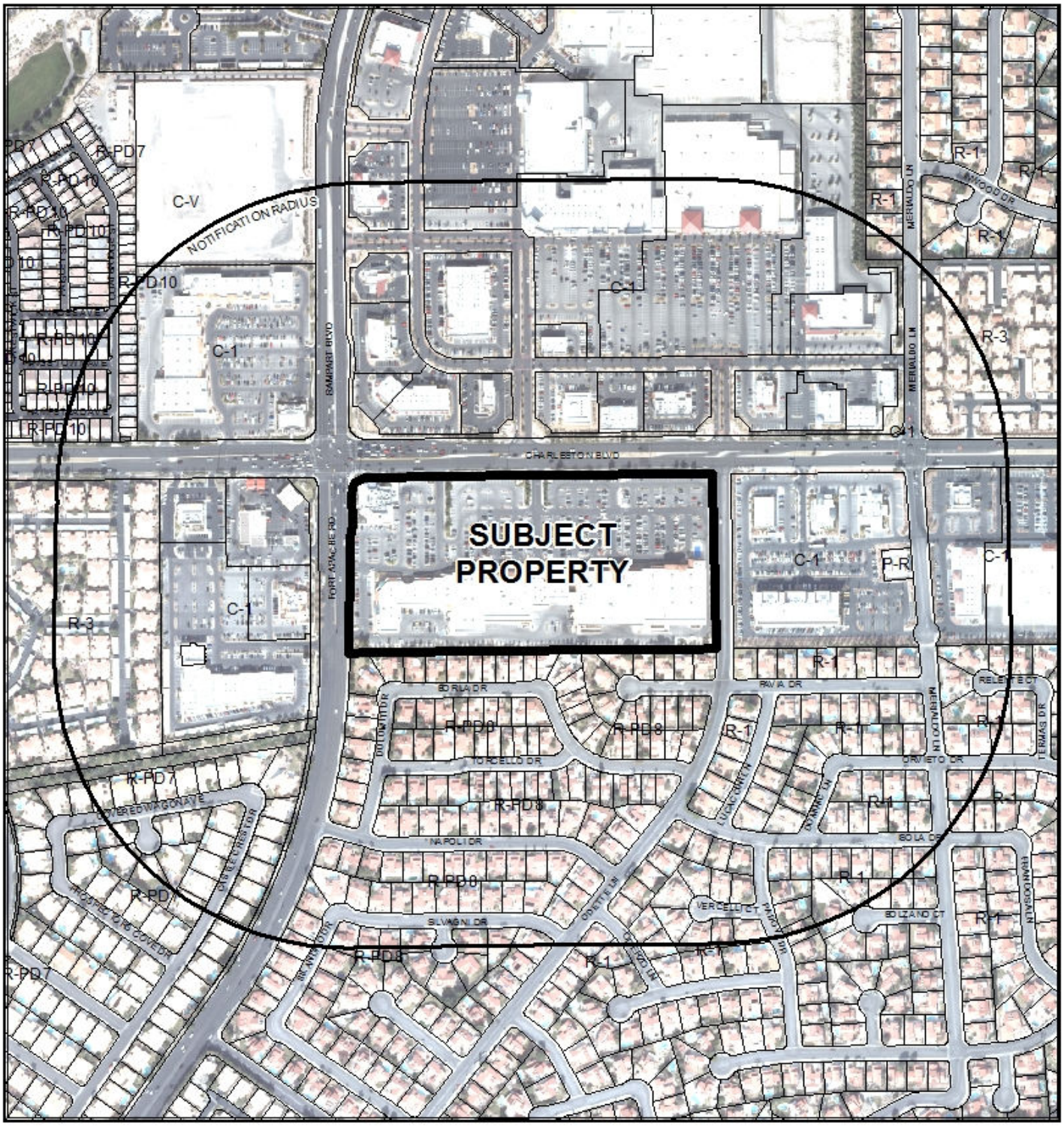
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - Z-0034-81(11)
6. Justification Letter
7. Protest/Support Postcards and Protest Email



CASE: **ROC-56324 (PRJ-54452)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



CASE: **ROC-56324 (PRJ-54452)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: FEBRUARY 18, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CROSSROADS COMMONS LTD, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-56324	Staff recommends DENIAL, if approved subject to conditions:	N/A

** CONDITIONS **

ROC-56324 CONDITIONS

Planning

1. Condition #1 of Site Development Plan Review [Z-0034-81(11)] shall be amended to allow access from Odette Lane to the commercial shopping center.

2. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

3. Condition #23 of Z-0034-81(11) shall be revised to read as follows: A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or the submittal of any construction drawings for this site. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The City shall determine traffic signal contribution requirements based upon information provided in the approved Traffic Impact Analysis; such monies shall be contributed prior to the issuance of any permits or the recordation of a Final Map for this site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way

required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights-of-way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

** STAFF REPORT **

PROJECT DESCRIPTION

The subject site is a 160,414 Shopping Center at 8975 West Charleston Boulevard. The applicant is requesting a Review of Condition of a previously approved Site Development Plan Review [Z-0034-81(11)] to amend Condition #1, to allow access from Odette Lane to the commercial shopping center and Condition #23 to eliminate the requirement for a traffic impact analysis of non-residential traffic on Odette Lane. If this application is denied, no access from Odette Lane to the commercial shopping center would be permitted.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/17/80	The Board of City Commissioners approved a request for Annexation (A-0018-80) of 2,246 acres on property bounded by Sahara Avenue on the south, Hualapai Way on the west, Ducharme Avenue on the north and Durango Drive on the east. The Planning Commission and staff recommended approval.
05/20/81	The City Council approved a request for Rezoning (Z-0034-81) from N-U (Non-Urban) to C-2 (General Commercial) on the subject site as a part of the overall rezoning of 2,249 acres on property generally located north of Sahara Avenue, south of Westcliff Drive, west of Durango Drive and east of Hualapai Way. The Planning Commission and staff recommended approval.
01/17/01	The City Council approved a request for a Site Development Plan Review [Z-0034-81(11)] for a proposed 152,500 square-foot Commercial Center on the southeast corner of Charleston Boulevard and Fort Apache Road. The Planning Commission and staff recommended approval.
02/16/00	The City Council approved a request for a Special Use Permit and a Site Development Plan Review (U-0126-99) for a Supper Club in conjunction with a proposed 12,048 square-foot restaurant on property located on the southeast corner of Charleston Boulevard and Fort Apache Road. The Planning Commission and staff recommended approval.
07/16/03	The City Council approved a request for a Special Use Permit (SUP-2486) for a Liquor Establishment (Off-Premise Consumption, Beer and Wine) for a grocery store at 8855 West Charleston Boulevard. The Planning Commission and staff recommended approval.
12/11/12	The Planning Commission approved a request for a Special Use Permit (SUP-47304) for a Tattoo Parlor/Body Piercing Studio within an existing Beauty Salon at 8975 West Charleston Boulevard, Suite #130. Staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/14/13	The Planning Commission approved a request for a Special Use Permit (SUP-48783) for a Beer/Wine/Cooler On-Sale Establishment within a proposed 2,825 square-foot restaurant at 8975 West Charleston Boulevard, Suite #140. Staff recommended approval.
12/03/14	The City Council voted to hold this item in abeyance to the January 7, 2015 meeting.
01/07/15	The City Council voted to hold this item in abeyance to the February 18, 2015 meeting.

Most Recent Change of Ownership	
03/15/01	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
02/22/02	A building permit (02003147) was issued for a Certificate of Completion of a 160,414 square-foot shell building at 8825 West Charleston Boulevard. The permit was finalized on 01/08/03.
04/23/02	A building permit (02007348) was issued for a 47,120 square-foot Tenant Improvement at 8825 West Charleston Boulevard. The permit was finalized on 01/13/03.
11/18/02	A building permit (02020688) was issued for a 1,450 square-foot Non-work Tenant Improvement at 8975 West Charleston Boulevard, Suite #150. The permit was finalized on 08/18/03.
11/22/02	A building permit (02021016) was issued for a 24,100 square-foot Tenant Improvement at 8915 West Charleston Boulevard. The permit was finalized on 05/06/03.
	A building permit (02021018) was issued for a 1,667 square-foot Tenant Improvement at 8975 West Charleston Boulevard, Suite #190. The permit was finalized on 04/15/03.
11/27/02	A building permit (02021238) was issued for a 19,711 square-foot Tenant Improvement at 8945 West Charleston Boulevard. The permit was finalized on 02/11/03.
12/04/02	A building permit (02021601) was issued for a 1,290 square-foot Tenant Improvement at 8975 West Charleston Boulevard, Suite #170. The permit was finalized on 01/15/03.
01/10/03	A building permit (03000633) was issued for a 2,137 square-foot Tenant Improvement at 8975 West Charleston Boulevard, Suite #160. The permit was finalized on 03/04/03.
01/23/03	A building permit (03001408) was issued for a 2,962 square-foot Tenant Improvement at 8975 West Charleston Boulevard, Suite #120. The permit was finalized on 02/18/03.

Related Building Permits/Business Licenses	
02/18/03	A building permit (03003121) was issued for a 40,000 square-foot Tenant Improvement at 8855 West Charleston Boulevard. The permit was finalized on 08/25/13.
03/05/03	A building permit (03004381) was issued for a 1,770 square-foot Tenant Improvement at 8975 West Charleston Boulevard, Suite #180. The permit was finalized on 04/15/03.
04/11/03	A building permit (03007249) was issued for a 3,190 square-foot Non-work Tenant Improvement at 8975 West Charleston Boulevard, Suite #110. The permit was finalized on 05/19/03.
06/18/03	A building permit (03012487) was issued for a 3,475 square-foot Tenant Improvement at 8975 West Charleston Boulevard, Suite #100. The permit was finalized on 09/16/03.
07/25/03	A building permit (03015980) was issued for a 2,825 square-foot Tenant Improvement at 8975 West Charleston Boulevard, Suite #140. The permit was finalized on 10/01/03.
10/22/04	A building permit (04020783) was issued for a Non-work Tenant Improvement at 8975 West Charleston Boulevard, Suite #110. The permit was finalized on 11/04/04.
01/04/05	A building permit (05000021) was issued for a 1,667 square-foot Tenant Improvement at 8975 West Charleston Boulevard, Suite #190. The permit was finalized on 01/24/05.
Numerous business licenses have been issued for the 160,414 square-foot shopping center at 8975 West Charleston Boulevard.	

Pre-Application Meeting	
06/05/14	A pre-application meeting was held with the applicant to discuss submittal requirements for a Review of Condition to amend Conditions #1 and #23 of Site Development Plan Review [Z-0034-81(11)].

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
11/05/14	Staff conducted a field check of the subject site and noted a shopping center clean and free of trash and debris.

Details of Application Request	
Site Area	
Net Acres	16.63

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Shopping Center	SC (Service Commercial)	C-2 (General Commercial)
North	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
South	Single Family, Detached	L (Low Density Residential)	R-PD8 (Residential Planned Development – 8 Units Per Acre)
East	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
West	Shopping Center	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		X	N/A
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area		X	N/A
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is a request for a Review of Condition of a previously approved Site Development Plan Review [Z-0034-81(11)] to amend Condition #1, to allow access from Odette Lane to the commercial shopping center and Condition #23 to eliminate the requirement for a traffic impact analysis of non-residential traffic on Odette Lane. The applicant has stated in their justification letter that allowing access from Odette Lane would alleviate non-residential traffic from driving through Valley West Subdivision or making illegal u-turns to get back out on Charleston Boulevard.

FINDINGS

The subject Shopping Center was constructed in 2002 and received a Certificate of Completion in 2003 and numerous Certificates of Occupancy have been approved since 2003. The proposed removal of these conditions is not appropriate as the developer decided to remove the access from Odette Lane after meetings with the adjacent homeowners and agreement to the conditions of approval of Site Development Plan Review [Z-0034-81(11)] at the December 07, 2000 Planning Commission meeting and the January 17, 2001 City Council meeting. Therefore, staff recommends denial of this request.

NOTICES MAILED 624 (By Planning)

APPROVALS 2

PROTESTS 21

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

ROC-56324

Case Number: PRJ 54452 APN: 163-05-101-002

Name of Property Owner: Crossroads Commons LTD, LLC

Name of Applicant: Crossroads Commons LTD, LLC

Name of Representative: William Bayne

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: William B. Bayne

Print Name: William B. Bayne

Subscribed and sworn before me

This 30th day of Sept, 2014

Deborah M West

Notary Public in and for said County and State

DEBORAH M. WEST
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 12-21-14
Certificate No: 89-2009-1

PRJ-54452
10/02/14

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Site Plan Review

Project Address (Location) 8975 West Charleston Boulevard, Las Vegas, Nevada

Project Name Crossroads Commons LTD, LLC **Proposed Use** C-2

Assessor's Parcel #(s) 163-05-101-002 **Ward #** 2

General Plan: existing _____ proposed _____ **Zoning:** existing C-2 proposed C-2

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information Amend Condition 1 of Z-0034-81 to allow access from Odette Lane

PROPERTY OWNER Crossroads Commons LTD, LLC **Contact** William Bayne

Address 851 S. Rampart Boulevard #220 **Phone:** 280-5761 **Fax:** _____

City Las Vegas **State** Nevada **Zip** 89145-4887

E-mail Address william.bayne@gmail.com

APPLICANT Crossroads Commons LTD, LLC **Contact** William Bayne

Address 851 S. Rampart Boulevard #220 **Phone:** 280-5761 **Fax:** _____

City Las Vegas **State** Nevada **Zip** 89145-4887

E-mail Address william.bayne@gmail.com

REPRESENTATIVE Crossroads Commons LTD, LLC **Contact** William Bayne

Address 851 S. Rampart Boulevard #220 **Phone:** 280-5761 **Fax:** _____

City Las Vegas **State** Nevada **Zip** 89145-4887

E-mail Address william.bayne@gmail.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* William B. Bayne

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name William B. Bayne

Subscribed and sworn before me

This 30th day of Sept, 20 14.

Deborah M West

Notary Public in and for said County and State

DEBORAH M. WEST
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 12-21-14
Certificate No: 89-2009-1

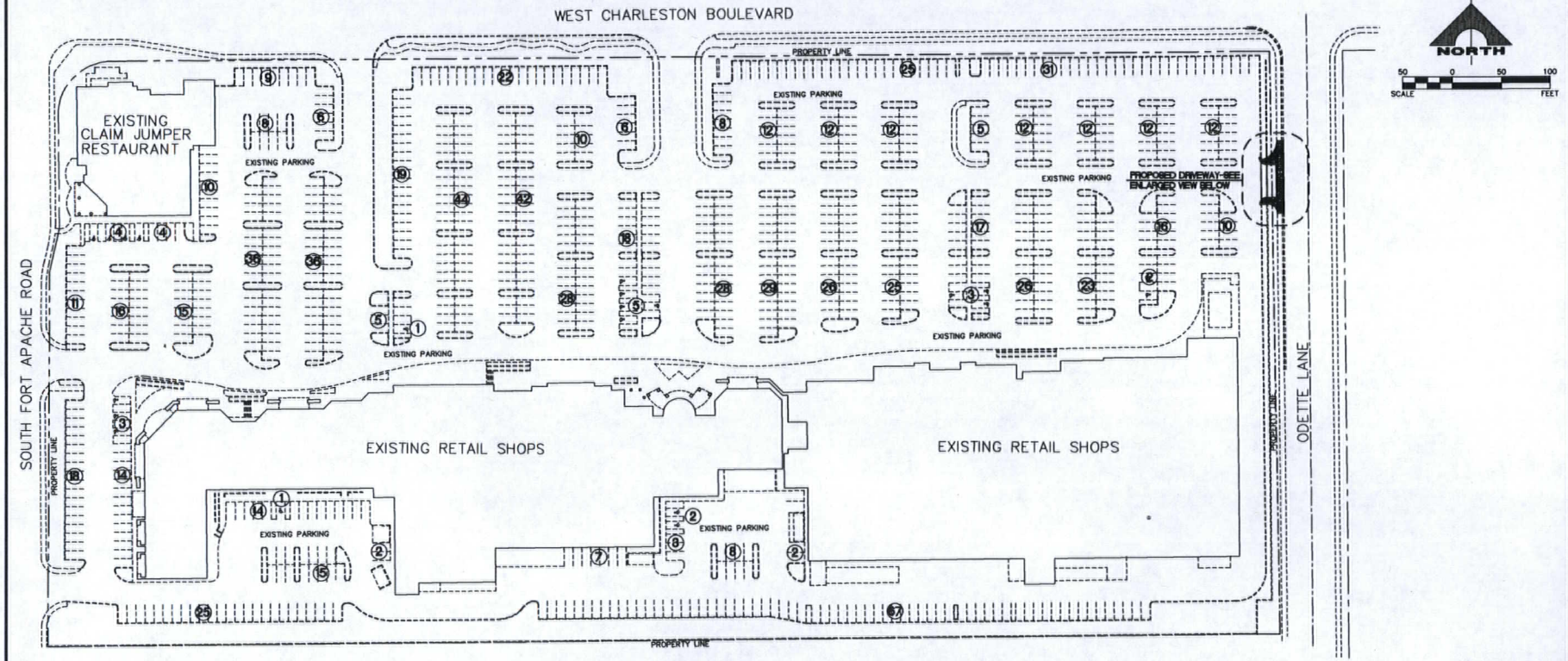
Revised 10/27/08

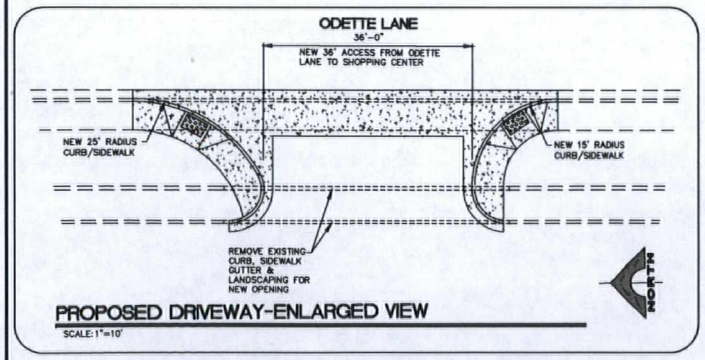
FOR DEPARTMENT USE ONLY

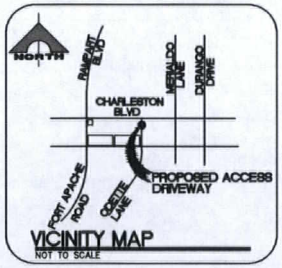
Case #	ROC-56324
Meeting Date:	12/03/2014 CC
Total Fee:	
Date Received:*	
Received By:	

*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.

PRJ-54452
10/02/14







EXISTING PARKING	
STANDARD STALLS	871
HANDICAP STALLS	23
TOTAL	894

RECEIVED

DEC 2 2 2014

City of Las Vegas
Department of Planning

PRJ-54452
10/02/14

PECCOLE NEVADA CORPORATION

CHARLESTON COMMONS DRIVEWAY

SITE PLAN

DRAWING
EXH-1
1 OF 1 SHTS

G.C. WALLACE COMPANIES
ENGINEERS | PLANNERS | SURVEYORS

PROJECT NO.
368-A008

ROC-56324

southwick
LANDSCAPE ARCHITECTS
702.597.3108
1700 W Horizon Ridge Pkwy
Suite 208
Henderson NV 89012
www.southwickla.com

CLIENT:

CONSULTANT:

STAMP:

CROSSROADS COMMONS
DRIVEWAY ADDITION

8825 West Charleston Blvd.
LAS VEGAS, NEVADA 89117

REVISIONS:

SHEET CONTENTS:
LANDSCAPE PLAN

DRAWN BY: MED
REVIEWED BY: JDV
DATE: AUGUST 15, 2014
PROJECT NO: 14-056

SHEET:
L1.01

EXISTING PLANT MATERIAL

SYMBOL	BOTANICAL NAME / COMMON NAME	QTY	MINIMUM SIZE
	EXISTING TREE TO REMAIN PROTECT IN PLACE		
	EXISTING SHRUB TO REMAIN PROTECT IN PLACE		

SHRUBS

SYMBOL	BOTANICAL NAME / COMMON NAME	QTY	MINIMUM SIZE
	HESPERALOE PARVIFLORA RED YUCCA	6	5 GALLON
	LANTANA SP. 'NEW GOLD' GOLDEN LANTANA	4	5 GALLON
	TECOMA X CAMPSIS 'PROTRATUM' PROSTRATE BIGNONIA	10	5 GALLON

LANDSCAPE ELEMENTS

SYMBOL	DESCRIPTION	QTY	DETAIL
DG	DECOMPOSED GRANITE SIZE, MATCH EXISTING COLOR, MATCH EXISTING 2" MINIMUM DEPTH	287 S.F.	-

PLANTING NOTES

1. DECOMPOSED GRANITE (DG) - INSTALL THE MINIMUM LIMITS OF DECOMPOSED GRANITE SHOWN IN ALL LANDSCAPE AREAS WITHIN LANDSCAPE LIMIT OF WORK EXCEPT WHERE NOTED OTHERWISE. CONTRACTOR TO PROVIDE SAMPLES OF DECOMPOSED GRANITE FOR OWNER APPROVAL. INSTALL 3/4" MINUS COMPACT SUB-GRADE TO 95% AND APPLY A PRE-EMERGENT HERBICIDE TO SOIL. AFTER PLACING GRANITE, RAKE SMOOTH, WET TO ENTIRE DEPTH, ALLOW TO DRY, THEN ROLL WITH A 200 LB. ROLLER TO A FIRM, SMOOTH, EVEN SURFACE. APPLICATION OF PRE-EMERGENT HERBICIDE TO TOP OF GRANITE. DO NOT ALLOW GRANITE TO TOUCH THE TRUNK OF ANY TREE. INSTALL AFTER INSTALLATION OF PLANT MATERIAL.
2. CONTRACTOR TO PRESERVE AND PROTECT EXISTING TREES IDENTIFIED ON PLAN BY AN EXISTING TREE SYMBOL. CONTRACTOR TO PRESERVE AND PROTECT LANDSCAPE ON SITE AND AT LANDSCAPE BORDERS.
3. PRIOR TO BEGINNING WORK, CONTRACTOR TO VERIFY EXISTING PLANTS AND MARK THOSE TO REMAIN FOR APPROVAL BY OWNER. CONTRACTOR TO VERIFY THAT EXISTING TREES TO REMAIN WILL NOT BE DAMAGED BY DEMOLITION OR CONSTRUCTION. CONTRACTOR TO REPLACE EXISTING TREES DAMAGED DURING DEMOLITION OR CONSTRUCTION. TREES/SHRUBS TO BE REPLACED AT CONTRACTORS EXPENSE WITH PLANT(S) OF SAME GENUS, SPECIES, VARIETY, FORM AND SIZE.
4. CONTRACTOR TO PROTECT IN PLACE EXISTING UTILITIES. CONTRACTOR TO VERIFY ALL UTILITIES WITHIN CONSTRUCTION AREA. CONTRACTOR TO USE DIG ALERT CALL BEFORE YOU DIG AND CALL BEFORE YOU OVER HEAD.

SITE ANALYSIS:

TOTAL LANDSCAPE AREA	397 SF
TOTAL PROJECT AREA	1,844 SF

RECEIVED
DEC 22 2014
City of Las Vegas
Department of Planning

Call before you dig
Know what's below
Call
1-800-227-2600

FAST
Call
Before You
Underground
1-702-432-5300

FALL BEFORE YOU DIG
1-702-227-2929

PRJ-54412
10/02/14

0' 16' 32'
SCALE: 1" = 10'

ROC-56324

ROC-56324 - APPLICANT/OWNER: CROSSROAD COMMONS LTD, LLC
8975 WEST CHARLESTON BOULEVARD

11/05/14

ROC-56324 - APPLICANT/OWNER: CROSSROAD COMMONS LTD, LLC
8975 WEST CHARLESTON BOULEVARD

11/05/14

February 8, 2001

MAYOR
OSCAR B. GOODMAN

CITY COUNCIL
GARY REESE
(MAYOR PRO-TEM)
MICHAEL J. McDONALD
LARRY BROWN
LYNETTE B. McDONALD
LAWRENCE WEEKLY
MICHAEL MACK

CITY MANAGER
VIRGINIA VALENTINE

Mr. Larry Miller
Peccole 1982 Trust
851 South Rampart Boulevard, Suite 220
Las Vegas, Nevada 89145

RE: Z-0034-81(11) - SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF JANUARY 17, 2001
Related to Z-0017-90(34)

Dear Mr. Miller:

The City Council at a regular meeting held January 17, 2001 APPROVED the request for a Site Development Plan Review FOR A PROPOSED 152,500 SQUARE FOOT COMMERCIAL CENTER on the southeast corner of Charleston Boulevard and Fort Apache Road (APN: 163-05-101-001), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] under Resolution of Intent to C-2 (General Commercial). The Notice of Final Action was filed with the Las Vegas City Clerk on January 18, 2001. This approval is subject to:

Planning and Development

1. No parking shall be allowed on Odette Lane as well as no access. No parking signs shall be posted along Odette Lane.

2. No wallpack lighting shall be allowed on the rear of the buildings. Lighting standards within parking lots shall be no more than 15 feet in height.

3. All light poles shall be restricted to 15 feet in height.

4. The restaurant hours shall be from 11:00 a.m. to 10:00 p.m. Sunday through Thursday; 9:00 a.m. to 11:00 p.m. Friday and Saturday; and open for six Sunday/ Holiday luncheons for extended hours.

5. The retail hours shall be from 9:00 a.m. to 9:00 p.m. Monday through Thursday; 9:00 a.m. to 10:00 p.m. Friday and Saturday; Sunday from 11:00 a.m. to 7:00 p.m.; and open for extended hours at peak shopping holidays; and in the event the retails uses include a bookstore or grocery store, the hours of operation for a bookstore shall be 9:00 a.m. to 11:00 p.m. and for a grocery store shall be 7:00 a.m. to 11:00 p.m. In the event these two uses do not come to fruition, the hours of operation of any other use shall be the same as those of the retail stores.

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TDD 702.386.9108
www.ci.las-vegas.nv.us

8112-012-11/00

PRJ-54452
10/02/14

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6. The delivery hours shall be from 7:00 a.m. to 5:00 p.m. Monday through Friday; 10:00 a.m. to 5:00 p.m. on Saturday. There shall be no deliveries on Sundays, no overnight parking and no 18-wheel delivery vehicles.

7. The approval of the previous site development plan shall be expunged;

8. This site development plan approval shall expire in two years should construction have not commenced;

9. Signage shall be posted for employee and delivery parking only in the rear of the property

10. The applicant shall work with staff and neighbors regarding the loading area for the retail shops.

11. No parking variances shall be granted in the future.

12. A locking gate shall be placed across the rear of the courtyard/plaza area to prevent access by customers to the rear of the buildings.

13. The landscaping along the southern property line (adjacent to the single-family residential) shall be revised to depict a landscape planter with an average width of twenty (20') feet and a minimum width of fifteen (15') feet with staggered 24-inch box Mondel or Aleppo pine trees spaced 20 feet on center, including drought-tolerant shrubbery and ground cover.

14. The landscape plan shall be revised to portray a minimum three-foot high berm located within the landscape planter adjacent to Odette Lane.

15. All required twenty-four inch box trees within the parking lot shall be placed within planters that conform to the City of Las Vegas Urban Design Guidelines and Standards.

16. The rear elevations of the retail buildings shall be revised to show architectural features that are consistent throughout the commercial center. In addition, the elevations shall include elevation materials and colors that are proposed.

17. The elevations for the retail building shall be revised to provide pop-outs, contrasting colors and materials. No exterior eave-troughs are allowed when abutting residential properties.

Public Works

18. Dedicate an additional 29 feet of right-of-way for a total radius of 54 feet on the southeast corner of Charleston Boulevard and Fort Apache Road prior to the issuance of any permits.

19. Construct all incomplete half-street improvements on Fort Apache Road, Charleston Boulevard and Odette Lane adjacent to this site concurrent with development of this site. Also, Odette Lane shall be designated as "no parking" on either side adjacent to this site prior to occupancy of this site; the applicant shall bear all costs for posting and/or striping in accordance with such "no parking" designation.

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10/02/14

ROC-56324

20. If not already constructed or guaranteed by the Master Developer, construct the full-width of the access drives onto Fort Apache Road, Charleston Boulevard and Odette Lane (if allowed) and appropriate on-site paving to provide for two-way vehicular traffic concurrent with development of this site. In addition, remove all substandard public street improvements, if any, adjacent to this site and replace with new improvements meeting current City Standards concurrent with on-site development activities.

21. All buildings, pad sites, or parcels comprising this overall development site shall have perpetual, unobstructed access to all driveways connecting this site to Fort Apache Road, Charleston Boulevard, and Odette Lane.

22. Meet with the Traffic Engineering Representative in Land Development for assistance in the possible redesign of the proposed driveway access, on site circulation and parking lot layout prior to the submittal of any construction plans or the issuance of any permits, whichever may occur first. Driveways shall be designed, located and constructed in accordance with Standard Drawing #222a. In addition, the proposed driveways on Charleston Boulevard shall comply with the requirements of the Nevada Department of Transportation.

23. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or the recordation of a Final Map for this site, whichever may occur first. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The City shall determine traffic signal contribution requirements based upon information provided in the approved Traffic Impact Analysis; such monies shall be contributed prior to the issuance of any permits or the recordation of a Final Map for this site. The Traffic Impact Analysis shall include a section identifying the impact of introducing non-residential traffic onto Odette Lane, and shall propose specific means to mitigate such impacts. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 and #234.2 to determine additional right-of-way requirements adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights-of-way required by Standard Drawing #201.1 shall be dedicated prior to or concurrent with the commencement of on-site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. If additional rights-of-way are not required and Traffic Control devices are or may be proposed at this site outside of the public right-of-way, all necessary easements for the location and/or access of such devices shall be granted prior to the issuance of permits for this site. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, or compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

24. Submit an application for an Occupancy Permit for all landscaping and private improvements (driveways) in the Charleston Boulevard public right-of-way adjacent to this site prior to the issuance of any permits.

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10/02/14

ROC-56324

25. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or the recordation of a Final Map for this site, whichever may occur first,. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to contribute monies for the construction of neighborhood or local drainage improvements. The amount of such monies shall be determined by the approved Drainage Plan/Study and shall be contributed prior to the issuance of any building or grading permits or recordation of a Final Map for this site, whichever may occur first. In lieu of monetary contributions, in whole or in part, the developer may agree to construct such drainage facility improvements as are recommended by the approved Drainage Plan/Study concurrent with development of this site if allowed by the Planning Engineer.

26. Site development to comply with all applicable conditions of approval for Z-3481 and all other subsequent site-related actions.

Standard Conditions

27. All mechanical equipment, air conditioners, and trash areas shall be fully screened from view.

28. All exterior lighting shall meet the standards of LVMC Section 19A.08.060(C).

29. A signage plan for all free-standing and wall signage shall be submitted for approval by Planning and Development staff prior to the issuance of a Certificate of Occupancy for any building on the site.

30. Landscaping and a permanent underground sprinkler system shall be installed as required by the Planning Commission and shall be permanently maintained in a satisfactory manner. Failure to properly maintain required landscaping and underground sprinkler systems shall be cause for revocation of a business license.

31. A landscaping plan shall be submitted prior to or at the same time application is made for a building permit, or prior to occupancy, whichever occurs first.

Sincerely,

Vicky Darling

VICKY DARLING
ASSISTANT DEPUTY CITY CLERK for
BARBARA JO RONEMUS, CITY CLERK AR

cc: Planning and Development Dept.
Development Coordination-DPW
Dept. of Fire Services
Land Development Services

Ms. Amber Dolce
Pentacore Engineering
6763 W. Charleston Boulevard
Las Vegas, Nevada 89146

PRJ-54452
10/02/14

ROC-56324

Peccole Nevada

5/28/2014

To Whom it may concern:

We are writing this justification letter asking that you consider allowing us to put an opening on the east side of our shopping center allowing customers to enter and exit the shopping center from Odette lane.

As it stands currently, many potential customers turn on Odette lane from Charleston Boulevard thinking they will be able to enter the shopping center on the east side. They soon find out that they have to drive all the way through Valley West or make an illegal U-turn, get back out onto Charleston, make an additional U-turn so that they are able to travel West on Charleston and then enter the shopping center off of Charleston. This creates both a traffic problem in the area and a problem for residence of Valley West, with people having to constantly drive through their neighborhood. We feel that making an entrance on the east side of the shopping center alleviates both of these challenges and enhances both the shopping center accessibility and surrounding community.

Thank you for your consideration

William Bayne

851 S. Rampart, Sutie 105, Las Vegas, NV 89145 Phone 702-933-1111 Fax 702-933-1133

PRJ-54452
10/02/14

ROC-56324

Dear Councilman Beers,

I am a constituent of yours living in Ward 2 in the Valley West Subdivision and have owned my house and have lived at 1533 Padova Drive for the past 17 years.

The purpose of this email is to convey my concerns regarding the above action proposed for the December 3, 2014 City Council Meeting. I urge you and your Council colleagues to deny the proposed action(Item #71) to allow commercial access on to Odette for the following reasons:

- The developer proposed the original commercial development based on the fact there will be no access to Odette. Now they are going back on their original word.

- The proposed commercial driveway does not meet the standards set forth in Drawing No. 222.1, Commercial and Multi-Family Driveway Geometrics, of the Uniform Standard Drawings Clark County Area. The proposed driveway violates the minimum dimensions for the departure side and/or approach side.

- The proposed commercial driveway opening is a safety issue regarding increasing the potential conflicts for motorists departing the commercial property and turning left on to Odette. The driveway will increase the conflicts with Eastbound motorists turning south(right) on to Odette and cars leaving the commercial site on to Odette.

- The motorists egressing the site on to Odette and out on to Charleston will cause significant queueing at the right only out on to Charleston go eastbound.

- The cars traveling westbound on Charleston making the left(south) turn on to Odette at the "S"(snake) curved median will significantly increase the queueing in this left turn pocket. This left turn storage just east of the "S" median appears to be a minimum 150 feet and the cars making the left on to Odette will stack up and block the westbound through lane on Charleston.

- This left turn movement at the "S" curved median at Charleston/Odette was a nightmare and has a significant accident history, thus initiating the installation of the "S" median. This has helped the situation somewhat, but the increased impact caused by the proposed commercial driveway will exacerbate this problem.

- If the developer/owner is so concerned about his customer's being confused regarding access off of Odette, there is a very simple solution. City of Las Vegas Public Works can install signs on Charleston for both westbound and eastbound motorists stating "NO COMMERCIAL ACCESS" off Odette.

- I disagree with the owner's claim that installation of the driveway will decrease cut through traffic through Valley West. In my opinion, the cut through traffic will increase when the traffic leaving the commercial site see the large stacking of traffic trying to make the right only on to Odette to travel eastbound on Charleston, they will decide it will be easier to turn south on to Odette and cut through the subdivision.

Councilman Beers, I urge you to follow your Public Works Staff recommendation and deny this Review of Condition 56324 and deny the installation of this commercial driveway. At a very minimum, the developer should be required to do a Traffic Study to determine the impacts of this ill-advised commercial driveway.

Thank you for your consideration in this matter.

Roy Davis
rdavis@clarkcountynv.gov

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2014 DEC -1 P 3:38

Submitted after final agenda

Date 12-1-2014 Item 71

From: Chrystal L. Jacobs
To: Carman Burney
Subject: FW: Internet Submission - ROC-56324 - Review of Condition for Crossroads Commons LTD
Date: Tuesday, December 02, 2014 3:32:48 PM

-----Original Message-----
From: tpeterson1959@yahoo.com [mailto:tpeterson1959@yahoo.com]
Sent: Tuesday, December 02, 2014 9:11 AM
To: Planning Internet Email
Subject: Internet Submission - ROC-56324 - Review of Condition for Crossroads Commons LTD

Citizen Name: J Thomas Peterson

Email: tpeterson1959@yahoo.com

IP Address: 199.36.244.18

Comments: Regarding item ROC-56324 - Review of Condition for Crossroads Commons LTD., the applicant is asking for commercial access from Odette Lane to the existing retail center without a traffic impact analysis.

The applicant stated that allowing access from Odette Lane would alleviate non-residential traffic from driving through the Valley West Subdivision or making illegal u-turns to get back out on Charleston Boulevard.

Based on my personal observation, I believe this is false, as substantial non-residential traffic already drives through the subdivision, using Peccole Strada to Odette as a means of avoiding congestion when making a right turn from Fort Apache to eastbound West Charleston. Allowing access from Odette Lane will only increase non-residential traffic, much of which will be interested in arriving at their destination quickly; something the long, straight downhill grades of both Peccole Strada and Odette would facilitate.

Furthermore, the vast majority of traffic making illegal u-turns is traffic that is attempting to enter the eastern commercial center - where the majority of restaurants are located, rather than attempting to enter the applicant's property. This is especially apparent during the holiday party and wedding seasons.

Date: 12/2/2014 9:10:50 AM

Submitted after final agenda

Date 12-3-2014 Item 71

November 28, 2014

To: City Clerk
Las Vegas City Council
495 S. Main St
Las Vegas, NV 89101

From: Jean Younker & Maxwell Blanchard
8913 Silvagni Dr.
Las Vegas, NV 89117

SUBJECT: ROC—56324 Review of condition – public hearing – applicant/owner: Crossroads Commons LTD, LLC

We oppose this application **unless** the City Council also opens the S-bound Merialdo St entrance into our housing tract. Some traffic on Odette would be diverted to Merialdo, making the traffic flow better distributed.

Thank you for your consideration.

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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UNITED STATES POSTAGE PITNEY BOWES
02 1M $ 00.46⁰
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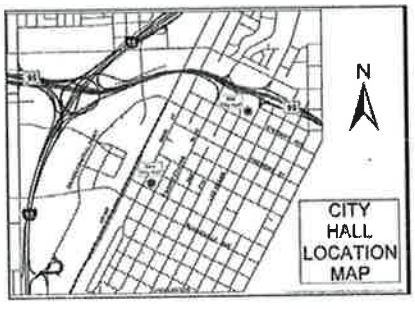
Official Notice of Public Hearing



11/28/14
But see enclosed letter
JYounker

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-56324 [PRJ-54452]
City Council Meeting of **12/03/2014**

Case: ROC-56324
16305214016
BLANCHARD MAXWELL B
YOUNKER JEAN L
8913 SILVAGNI DR
LAS VEGAS NV 89117-1137

Submitted after final agenda

Date 12-2-2014 Item 71

T1 JRDFMP 89117

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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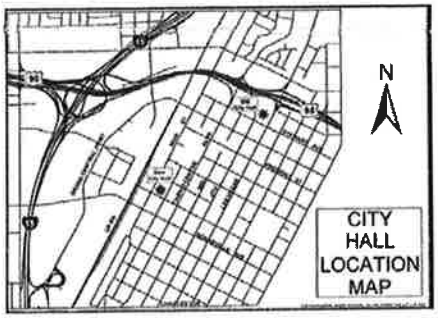

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ROC-56324 [PRJ-54452]
City Council Meeting of **12/03/2014**

Case: ROC-56324
16305213008
PAT & PAT FAMILY TRUST
O'LEARY PATRICK M & PATRICIA TRS
8905 NAPOLI DR
LAS VEGAS NV 89117-1182

Application Information

ROC-56324 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: CROSSROADS COMMONS LTD, LLC - For possible action on a request for a Review of Condition TO AMEND CONDITION #1 OF SITE DEVELOPMENT PLAN REVIEW [Z-0034-81(11)] TO ALLOW ACCESS FROM ODETTE LANE TO THE COMMERCIAL SHOPPING CENTER AND TO AMEND CONDITION #23 TO ELIMINATE THE REQUIREMENT FOR A TRAFFIC IMPACT ANALYSIS OF NON-RESIDENTIAL TRAFFIC ON ODETTE LANE at 8975 West Charleston Boulevard (APN 163-05-101-002), C-2 (General Commercial) Zone, Ward 2 (Beers) [PRJ-54452]

The traffic is already to fast and busy on Napoli Drive from people Racing to get from Ft. Apache around corner to Charleston east. I beleive this change will make it dangerous.

Application Location

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***December 3, 2014***
Time:	9:00 A.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

Submitted after final agenda

Patrick O'Leary

Date 11-24-2014 Item 71

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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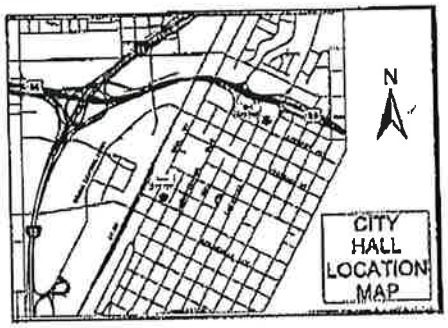

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ROC-56324 [PRJ-54452]
City Council Meeting of **12/03/2014**

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2014 NOV 25 A 10:53

Case: ROC-56324

16305614052
FARMER FAMILY TRUST
FARMER ERROL P TRS
9345 HELENA AVE
LAS VEGAS NV 89129-2640

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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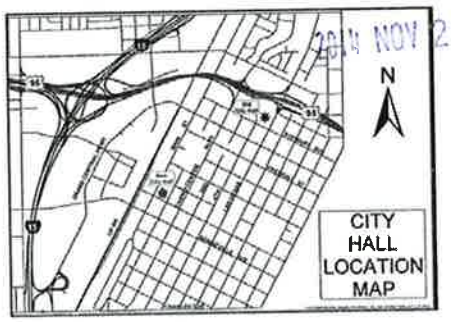

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☐ I SUPPORT this Request ☒ I OPPOSE this Request !

Please use available blank space on card for your comments.

ROC-56324 [PRJ-54452]
City Council Meeting of **12/03/2014**

I oppose this request – it's already nearly impossible and sometimes dangerous to get in and out of our neighborhood at Odette & Charleston. Access to the shopping center would also potentially increase the number of cars speeding on the long, straight stretch of Odette.

Case: ROC-56324

16305512021
SNODGRASS LIVING TRUST
SNODGRASS GARY B & CYNTHIA L TRS
1421 LUCACCINI LN
LAS VEGAS NV 89117-1107

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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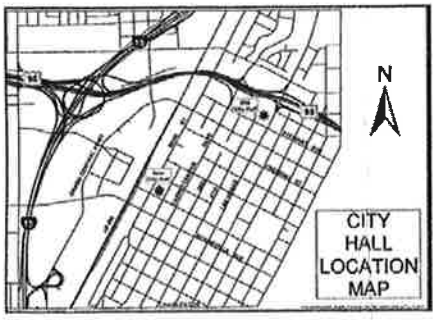
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-56324 [PRJ-54452]
City Council Meeting of **12/03/2014**

We live right behind this commercial property and do not want this access!

Case: ROC-56324
16305512006
ROLFES RAYMOND C & WILLA C
8712 PAVIA DR
LAS VEGAS NV 89117-1108

Application Information

ROC-56324 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: CROSSROADS COMMONS LTD, LLC - For possible action on a request for a Review of Condition TO AMEND CONDITION #1 OF SITE DEVELOPMENT PLAN REVIEW [Z-0034-81(11)] TO ALLOW ACCESS FROM ODETTE LANE TO THE COMMERCIAL SHOPPING CENTER AND TO AMEND CONDITION #23 TO ELIMINATE THE REQUIREMENT FOR A TRAFFIC IMPACT ANALYSIS OF NON-RESIDENTIAL TRAFFIC ON ODETTE LANE at 8975 West Charleston Boulevard (APN 163-05-101-002), C-2 (General Commercial) Zone, Ward 2 (Beers) [PRJ-54452]

Read this, Tom. They are trying to get an opening off Odette! I hope that Rene fights it again

Please put on ~~Cardin mailbox~~

Application Location

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***December 3, 2014***
Time:	9:00 A.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 ,

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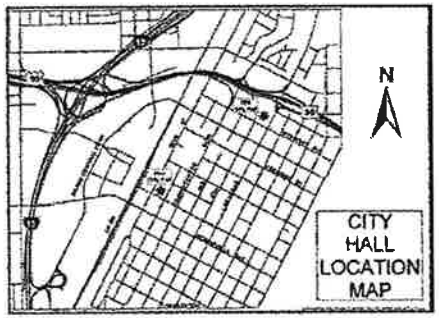

Need a traffic Study - Pavia not at 90° to Odette

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.

ROC-56324 [PRJ-54452]
City Council Meeting of **12/03/2014**

Case: ROC-56324
16305510007
EDWARDS JUDITH L
8825 PAVIA DR
LAS VEGAS NV 89117-1110

From:

11/25/2014 09:59 #090 P.001/001

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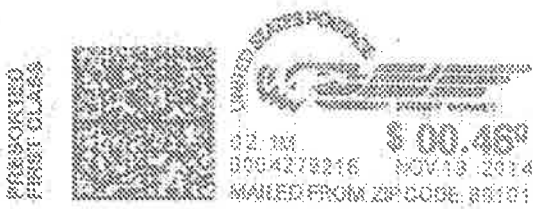

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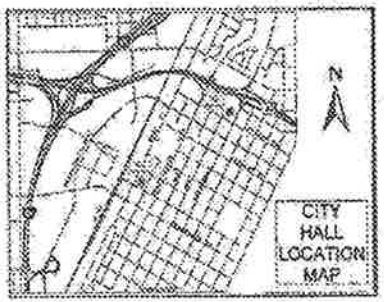

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-56324 [PRJ-54452]

City Council Meeting of **12/03/2014**

Case: ROC-56324

16305214018
JULIUS MICHAEL & LAURA
1524 UDINE CT
LAS VEGAS NV 89117-1134

From:Special Operations 702+386+9720 11/25/2014 12:15 #681 P.001/001

City of Las Vegas
Office of City Clerk
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Las Vegas, Nevada 89101

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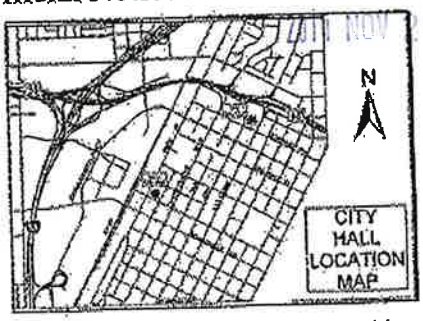

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ROC-56324 [PRJ-54452]
City Council Meeting of **12/03/2014**

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ALREADY VOTED - OPPOSED DOWN 2001!!

Case: ROC-56324
16305512011
MANDOLFO MICHAEL B & RENEE D
8705 PAVIA DR
LAS VEGAS NV 89117-1109

KEEP IT THAT WAY

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2014 NOV 26 A 11:00

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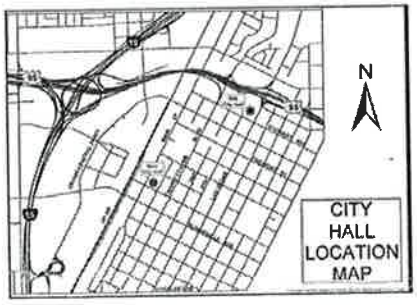
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ROC-56324 [PRJ-54452]
City Council Meeting of **12/03/2014**

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MAILED FROM ZIP CODE 89101

Case: ROC-56324
16305115004
MEDINA STEPHEN & BETTY J
8920 BORLA DR
LAS VEGAS NV 89117-1180

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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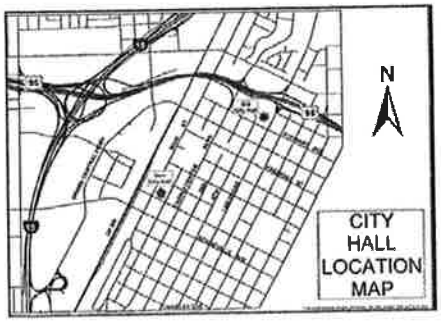

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ROC-56324 [PRJ-54452]
City Council Meeting of **12/03/2014**

Case: ROC-56324
16305213003
FREBERG WILLIAM A & JUDY ANN
8925 W NAPOLI DR
LAS VEGAS NV 89117-1182

T1 JRDFMF 6511?

Application Information

ROC-56324 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: CROSSROADS COMMONS LTD, LLC - For possible action on a request for a Review of Condition TO AMEND CONDITION #1 OF SITE DEVELOPMENT PLAN REVIEW [Z-0034-81(11)] TO ALLOW ACCESS FROM ODETTE LANE TO THE COMMERCIAL SHOPPING CENTER AND TO AMEND CONDITION #23 TO ELIMINATE THE REQUIREMENT FOR A TRAFFIC IMPACT ANALYSIS OF NON-RESIDENTIAL TRAFFIC ON ODETTE LANE at 8975 West Charleston Boulevard (APN 163-05-101-002), C-2 (General Commercial) Zone, Ward 2 (Beers) [PRJ-54452]

We have a hard time getting out on to W. Charleston at S. Fort Apache Rd as is without this access.

Application Location

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***December 3, 2014***
Time:	9:00 A.M.
Location:	City Council Chambers 495 South Main Street Las Vegas, Nevada

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City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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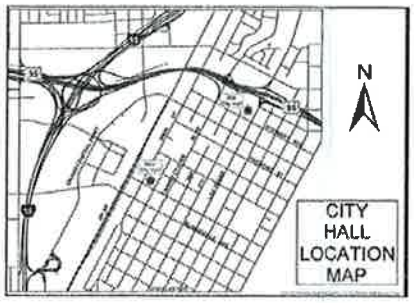

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-56324 [PRJ-54452]

City Council Meeting of **12/03/2014**

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Case: ROC-56324

16305613004
PAPASIN LEONISA TRUST
PAPASIN LEONISA A TRS
8736 VERCELLI CT
LAS VEGAS NV 89117-1116

71 JRDFNMP 89117

Submitted after final agenda

Date 12-1-2014 Item 71

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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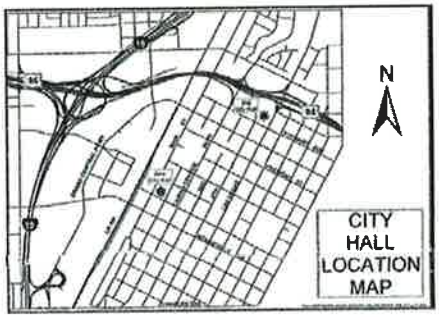
Official Notice of Public Hearing



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 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.

ROC-56324 [PRJ-54452]
City Council Meeting of **12/03/2014**

RECEIVED
CITY CLERK
2014 DEC -1 A 11:45

Case: ROC-56324

16305515003
WEBB WILLIAM R & CONNIE M
1508 ODETTE LN
LAS VEGAS NV 89117-1119

T1 JRDFNMP 89117

Application Information

ROC-56324 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: CROSSROADS COMMONS LTD, LLC - For possible action on a request for a Review of Condition TO AMEND CONDITION #1 OF SITE DEVELOPMENT PLAN REVIEW [Z-0034-81(11)] TO ALLOW ACCESS FROM ODETTE LANE TO THE COMMERCIAL SHOPPING CENTER AND TO AMEND CONDITION #23 TO ELIMINATE THE REQUIREMENT FOR A TRAFFIC IMPACT ANALYSIS OF NON-RESIDENTIAL TRAFFIC ON ODETTE LANE at 8975 West Charleston Boulevard (APN 163-05-101-002), C-2 (General Commercial) Zone, Ward 2 (Beers) [PRJ-54452]

My Wife and I STRONGLY OPPOSE THIS ACTION. RIGHT NOW We ARE TAKING OUR LIVES IN OUR HANDS TRYING TO ENTER ANY ROAD FROM OUR AREA, YET THEY HAVE THE ROAD BLOCKED OFF FROM MERIALDO TO CHARLESTON BLVD, WHERE THERE IS A TRAFFIC LIGHT. WHAT GIVES??

ALSO ODETTE IS USED AS A SPEED-WAY WITH CARS TRAVELING AT SPEEDS IN EXCESS OF 50 MPH. HAVEN'T SEEN A TRAFFIC OFFICER IN YEARS

Application Location

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	***December 3, 2014***
Time:	9:00 A.M.
Location:	City Council Chambers 495 South Main Street Las Vegas, Nevada

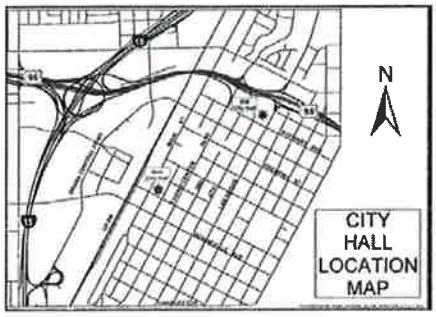
Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For further information, including the full staff report, please 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

PRESORTED FIRST CLASS

UNITED STATES POSTAGE PITNEY BOWES
02 1M
0004279218
$ 00.46⁰
NOV 18 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 Strong

Please use available blank space on card for your comments.

ROC-56324 [PRJ-54452]
City Council Meeting of **12/03/2014**

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CITY CLERK
2014 DEC -2 A 8:22

Case: ROC-56324

16305614045
FIGGINS FAMILY TRUST
FIGGINS CHRISTOPHER D & LORI L T
1513 PADOVA DR
LAS VEGAS NV 89117-1118

T1 JRDFNMP 8317

Submitted after final agenda

Date 12-2-2014 Item 71

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2014 DEC -2 A 11:33

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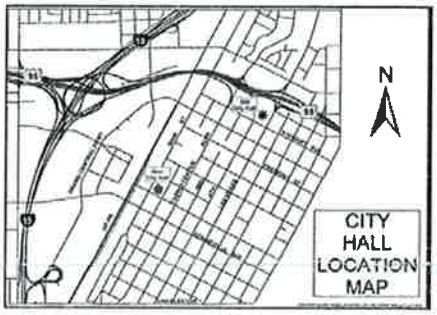
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-56324 [PRJ-54452]
City Council Meeting of **12/03/2014**

Case: ROC-56324

16305511017
REDLEIN JOHN
8817 BORLA DR
LAS VEGAS NV 89117-1103

T1 JRDFMP 8917

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

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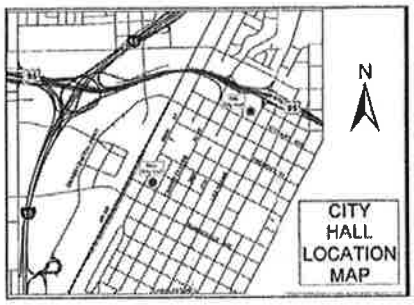
2014 NOV 25 A 11:00

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.

ROC-56324 [PRJ-54452]
City Council Meeting of **12/03/2014**

Case: ROC-56324
16305514007
LARSON FAMILY TRUST
LARSON ROBERT E & PAULETTE TRS
8653 ORVIETO DR
LAS VEGAS NV 89117-1175

Application Information

ROC-56324 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: CROSSROADS COMMONS LTD, LLC - For possible action on a request for a Review of Condition TO AMEND CONDITION #1 OF SITE DEVELOPMENT PLAN REVIEW [Z-0034-81(11)] TO ALLOW ACCESS FROM ODETTE LANE TO THE COMMERCIAL SHOPPING CENTER AND TO AMEND CONDITION #23 TO ELIMINATE THE REQUIREMENT FOR A TRAFFIC IMPACT ANALYSIS OF NON-RESIDENTIAL TRAFFIC ON ODETTE LANE at 8975 West Charleston Boulevard (APN 163-05-101-002), C-2 (General Commercial) Zone, Ward 2 (Beers) [PRJ-54452]

I SUPPORT THIS PLAN - IT WILL MAKE ACCESS TO THE CENTER A SHORTER ROUTE AND MUCH MORE CONVIENENT

P E Larson

Application Location

The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	~~December 3, 2014~~
Time:	9:00 A.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/

Submitted after final agenda

Date 11-26-2014 Item 71

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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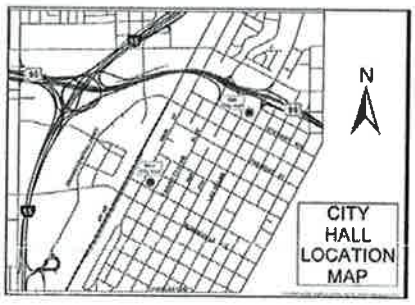

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Case: ROC-56324

16305613002
MANNING MARTIN J
1513 ODETTE LN
LAS VEGAS NV 89117-1120

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-56324 [PRJ-54452]
City Council Meeting of **12/03/2014**

71 JRDFMP 8911 7

Submitted after final agenda

Date 11-24-2014 Item 71

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Official Notice of Public Hearing

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-56324 [PRJ-54452]
City Council Meeting of **12/03/2014**

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2014 NOV 20 A 7:13

Case: ROC-56324

16305613015
RYAN ERICA L
8725 ISOLA DR
LAS VEGAS NV 89117-1115

T1 JRDFNMP 6517

PAGE 01/01

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2014 NOV 20 A 7:13

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Las Vegas, Nevada 89101

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PITNEY BOWES
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Official Notice of Public Hearing

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-56324 [PRJ-54452]
City Council Meeting of **12/03/2014**

Case: ROC-56324
13832817009
G E P LIVING TRUST
PASQUALE GERARDO E TRS
850 CORAL COTTAGE DR
HENDERSON NV 89002

15 JRDPNNP 89002

GEP
123456789
11/19/2014 19:16

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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ROC-56324 [PRJ-54452]
City Council Meeting of **12/03/2014**

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2014 NOV 20 A 8:58

Case: ROC-56324
16305114019
BUFALINO ROBERT J & JEANETTE L
8929 TORCELLO DR
LAS VEGAS NV 89117-1105

71 JRDFNMP 89117

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2014 NOV 19 P 3:07

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Official Notice of Public Hearing

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-56324 [PRJ-54452]
City Council Meeting of **12/03/2014**

Case: ROC-56324
16305214014
LEWERS LIVING TRUST
LEWERS GERALD W & MARY M TRS
1524 SILANDRO DR
LAS VEGAS NV 89117-1139

71 JRDENMP 89117

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2014 NOV 24 A 7:12

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Return Service Requested
Official Notice of Public Hearing

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

ROC-56324 [PRJ-54452]
City Council Meeting of **12/03/2014**

ridiculous suggestion!!

Case: ROC-56324
16305114017
BEARD ALBERT H JR & JOAN D
8932 TORCELLO DR
LAS VEGAS NV 89117-1104

71 JRDFNMP 89117

p.1
702-254-7757
Joan Beard
Nov 21 14 01:35p

City of Las Vegas Agenda Item No.: **77.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

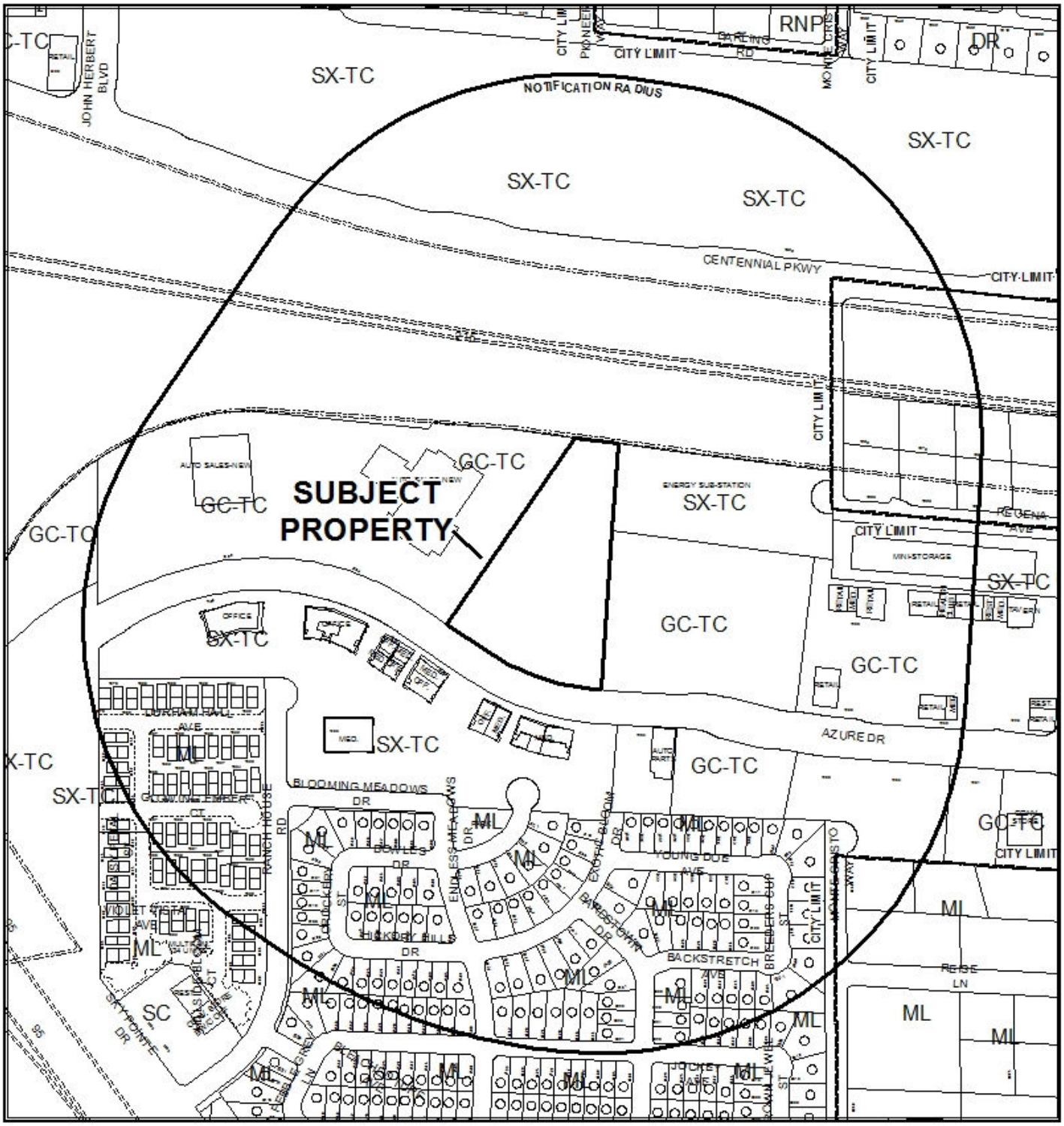
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
MOD-56652 - ABEYANCE ITEM - MAJOR MODIFICATION - PUBLIC HEARING - APPLICANT/OWNER: CENTENNIAL AZURE, LLC - For possible action on a request for a Major Modification of the Town Center Land Use Plan to Amend the Special Land Use Designation FROM: SX-TC (SUBURBAN MIXED USE - TOWN CENTER) TO: GC-TC (GENERAL COMMERCIAL - TOWN CENTER) on 4.43 acres adjacent to the north side of Azure Drive, approximately 1,270 feet west of Tenaya Way (APN 125-27-101-035), T-C (Town Center) Zone [SX-TC (Suburban Mixed Use - Town Center) Special Land Use Designation], Ward 6 (Ross) [PRJ-56361]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**3**
City Council Meeting	**1**	**City Council Meeting**	**2**

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report - MOD-56652 and SDR-56653 [PRJ-56361]
3. Supporting Documentation - MOD-56652 and SDR-56653 [PRJ-56361]
4. Photo(s) - MOD-56652 and SDR-56653 [PRJ-56361]
5. Justification Letter - MOD-56652 and SDR-56653 [PRJ-56361]
6. Protest/Support Postcards for MOD-56652 and SDR-56653 [PRJ-56361] submitted at the 1-21-2015 City Council Meeting
7. Backup Referenced from the December 9, 2014 Planning Commission Meeting



0 200 400 Feet

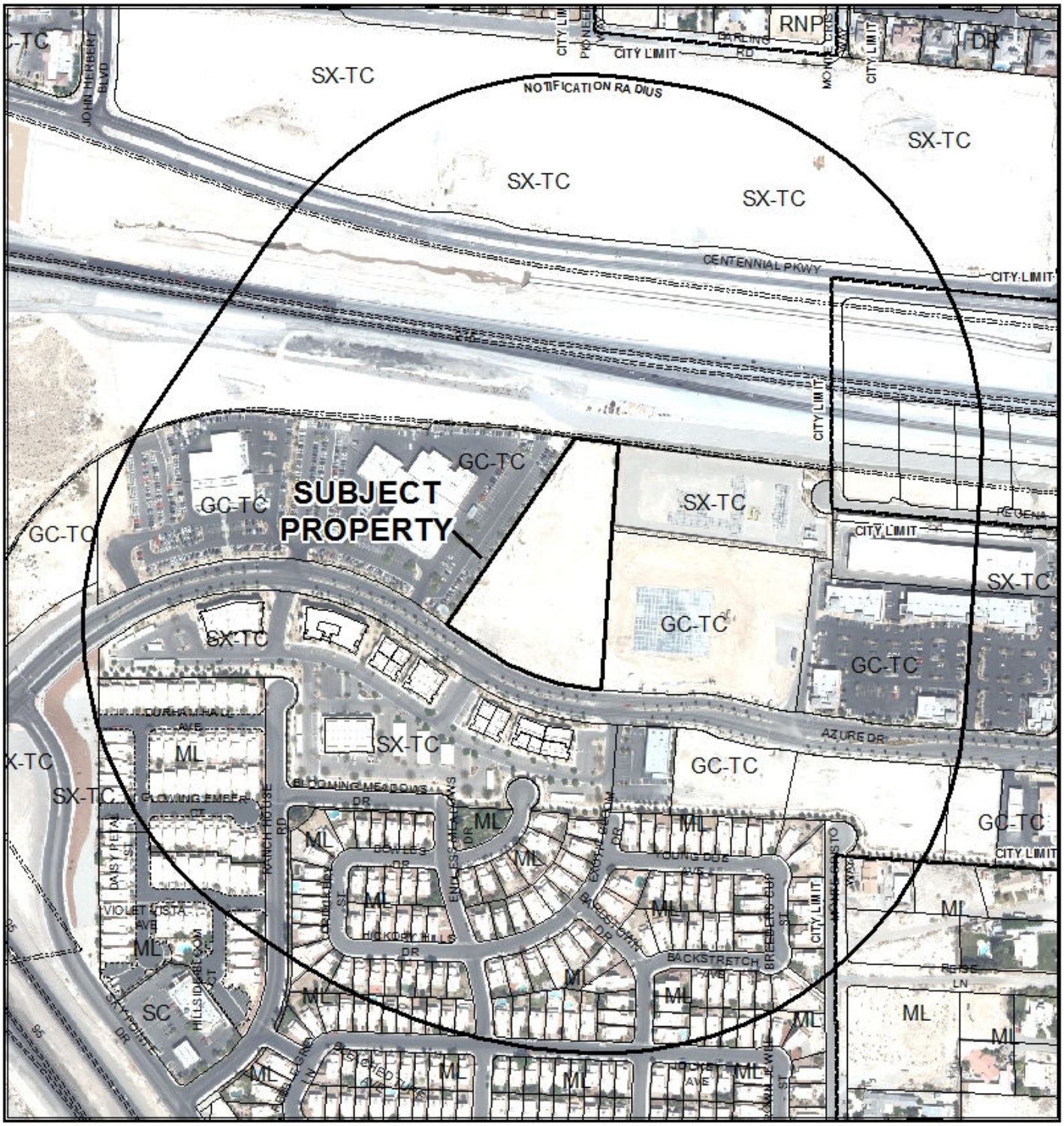
CASE: **MOD-56652 (PRJ-56361)**

RADIUS: 1000 FEET

SPECIAL LAND USE OF SUBJECT PROPERTY: SX-TC (SUBURBAN MIXED USE - TOWN CENTER SPECIAL LAND USE DESIGNATION)

PROPOSED SPECIAL LAND USE OF SUBJECT PROPERTY: GC-TC (GENERAL COMMERCIAL - TOWN CENTER SPECIAL LAND USE DESIGNATION)

N



CASE: **MOD-56652 (PRJ-56361)**

RADIUS: 1000 FEET

SPECIAL LAND USE OF SUBJECT PROPERTY: SX-TC (SUBURBAN MIXED USE - TOWN CENTER SPECIAL LAND USE DESIGNATION)

PROPOSED SPECIAL LAND USE OF SUBJECT PROPERTY: GC-TC (GENERAL COMMERCIAL - TOWN CENTER SPECIAL LAND USE DESIGNATION)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: FEBRUARY 18, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CENTENNIAL AZURE, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
MOD-56652	Staff recommends APPROVAL.	
SDR-56653	Staff recommends APPROVAL, subject to conditions:	MOD-56652

** CONDITIONS **

SDR-56653 CONDITIONS

Planning

1. Approval of Modification (MOD-56652) 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 floor plans, and building elevations, date stamped 10/23/14, and the site plan, landscape plan date stamped 11/12/14, except as amended by conditions herein.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

7. 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.

8. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

9. Grant a Bus Shelter Easement on Azure west of the proposed driveway prior to the approval of any construction drawings for this site.

10. Construct all incomplete half-street improvements on Azure Drive per Town Center Development Standards adjacent to this site concurrent with development of this site. All existing off-site improvements damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

11. In accordance with code requirements of Title 13.56, remove all substandard offsite improvements, if any, and replace with new improvements meeting Current City Standards concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

12. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.

13. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed use of this facility.

14. All private improvements and landscaping installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

15 Submit an Encroachment Agreement for landscaping and private improvements in the Azure Drive public rights-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. Coordinate all requirements for the Encroachment Agreement with the Land Development Section of the Department of Building and Safety (229-4836).

16. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

17. Site development to comply with all applicable conditions of approval for Z-76-98 and all other applicable site-related actions.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a proposed 22,625 square-foot New Automobile (Truck) Dealership development adjacent to the north side of Azure Drive, 1,270 feet west of Tenaya Way. The parcel is currently an undeveloped portion of a one-lot commercial subdivision. The request includes a Major Modification to the Land Use Map of the Town Center Development Standards Manual from SX-TC (Suburban Mixed Use – Town Center) to GC-TC (General Commercial – Town Center) to allow for the proposed use. Staff recommends approval since this area of Town Center has evolved over the past ten years into a general commercial land use area and this parcel will complete this evolution along the north side of Azure Drive.

ISSUES

- A Modification of the Town Center Special Land Use designation from SX-TC (Suburban Mixed Use – Town Center) to GC-TC (General Commercial – Town Center) is required for the proposed use. Staff supports the request.
- An Exception is required to allow zero trees in the north perimeter landscape buffer, where four are required; 22 trees in the east; and 20 trees in the west perimeter landscape buffer areas, where 23 and 21 trees are required respectively. Staff supports the request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/07/98	The City Council approved a Rezoning (Z-0076-98) to T-C (Town Center) on the subject property as part of a larger request.
12/09/14	The Planning Commission unanimously voted to recommend APPROVAL of a Major Modification (MOD-56652) of the Town Center Land Use Plan to Amend the Special Land Use Designation FROM: SX-TC (SUBURBAN MIXED USE - TOWN CENTER) TO: GC-TC (GENERAL COMMERCIAL - TOWN CENTER) and a Site Development Plan Review (SDR-56653) on 4.43 acres adjacent to the north side of Azure Drive, approximately 1,270 feet west of Tenaya Way.

Most Recent Change of Ownership	
01/29/02	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
03/10/14	A public works permit (T53120) for a Traffic Impact Analysis was issued. It was finalized on 03/11/14.

Pre-Application Meeting	
10/07/14	Staff met with the applicant and reviewed the Town Center Development Standards for the possible development of a new truck dealership on the site. The applicant was informed that a Major Modification of the land use, and a Site Development Plan Review application would be required. The applicant was also informed of the requirement to hold a public neighborhood meeting for the Major Modification request.

Neighborhood Meeting	
11/06/14	Meeting Start Time: 6:00 pm Meeting End Time: 6:20 pm Attendance: 1 member of the Public, 1 member of the Development Team 1 member of the Ward 6 Council Office 1member of Planning Department Staff There were no concerns about the project.

Field Check	
10/30/14	Staff visited the site and found an undeveloped, clean, fenced parcel.

Details of Application Request	
Site Area	
Net Acres	4.43

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	SX-TC (Suburban Mixed-Use – Town Center)	T-C (Town Center)
North	CC 215 Right-of-Way	CC 215 Right-of-Way	CC 215 Right-of-Way
South	Medical Offices General Retail Store	SX-TC (Suburban Mixed-Use – Town Center)	T-C (Town Center)
East	Shopping Center	GC-TC (General Commercial - Town Center)	T-C (Town Center)
West	Auto Dealership (New)	GC-TC (General Commercial - Town Center)	T-C (Town Center)

Master Plan Areas	***Compliance***
Town Center Master Plan	N
Special Purpose and Overlay Districts	***Compliance***
T-C (Town Center) District	N
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

DEVELOPMENT STANDARDS

Pursuant to Town Center Development Standards, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Setbacks			
• Front	15 Feet	102 Feet	Y
• Side	10 Feet	75 Feet	Y
• Corner	15 Feet	N/A	N/A
• Rear	20 Feet	135 Feet	Y
Max. Building Height	2 Stories	2 Stories	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

Pursuant to Town Center Development Standards, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 30 Linear Feet	4 Trees	0 Trees	N*
• South	1 Tree / 30 Linear Feet	10 Trees	11 Trees	Y
• East	1 Tree / 30 Linear Feet	23 Trees	22 Trees	N*
• West	1 Tree / 30 Linear Feet	21 Trees	20 Trees	N*
TOTAL PERIMETER TREES		**58 Trees**	**53 Trees**	**N***
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	59 Trees	62 Trees	Y

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	8 Feet		15 Feet	Y
• South	15 Feet		15 Feet	Y
• East	8 Feet		10 Feet	Y
• West	8 Feet		10 Feet	Y

*An Exception was been requested with this project.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Azure Drive	Town Center Loop Road	Town Center Development Standards Manual	90	Y

Streetscape Standards	***Required***	***Provided***	***Compliance***
Town Center	4’ amenity zone, 5’ sidewalk and a 15’ landscape buffer	4’ amenity zone, 5’ sidewalk and a 15’ landscape buffer	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Motor Vehicle Sales (New)	22,625 SF	1/500 SF	46				
TOTAL SPACES REQUIRED			46		57		Y
Regular and Handicap Spaces Required			44	2	50	7	Y
Loading Spaces	22,625 SF	1			1		Y

YK

Exceptions		
Requirement	***Request***	***Staff Recommendation***
To provide four trees in the north perimeter landscape buffer area; 23 trees in the east; and 21 trees in the west perimeter landscape buffer areas.	To provide zero trees in the north perimeter landscape buffer area, 22 trees in the east; and 20 trees in the west perimeter landscape buffer areas.	Approval

ANALYSIS

The applicant has applied to change the Town Center Special Land Use from SX-TC (Suburban Mixed Use – Town Center) to GC-TC (General Commercial – Town Center). This change would be consistent with bringing the entire north side of Azure Drive under the same land use designation. The proposed development is similar to the project to the west, a motor vehicle sales (new) dealership and the development to the east, an auto body shop.

The project is developed to Title 19 and Town Center standards apart from the requested Exception for the number of perimeter landscape trees. This is due primarily as a result of the applicant wishing to display new vehicles along the north perimeter to take advantage of the freeway traffic visibility. They will be providing the required landscape buffer with ground cover and shrubs, but not trees. However, they are providing six trees behind the vehicle display that offsets the requested Exception. Staff supports this request since the intent is being met and giving the unique location adjacent to a freeway.

A 22,625 square-foot, two-level building will be constructed near the south central portion of the parcel that will include a showroom, parts and service department, warehouse and offices for a new vehicle (truck) dealership. The applicant is proposing to exceed the required number of parking spaces by providing 67, where 46 is the minimum required. This is in addition to the 217 spaces set aside for vehicle inventory and display. Seven parking spaces will be reserved for handicap parking and a large loading zone is provided to off-load new inventory.

The façade has a modern aesthetic designed with silver metallic ribbed panels, ACM grey and red panels, two-tone CMU and clear glass. It will be similar in design with the project directly west of the site.

Due to the changing development conditions that have evolved since the adoption of the Town Center Development Standards in this area and the fact that no residential properties are adjacent to the site, staff supports the request to change the land use designation to allow for an Motor Vehicle Sales (New) use at this location.

FINDINGS (MOD-56652)

In order to approve a Modification for zoning application, the Planning Commission or City Council must affirm the following:

1. **"The uses which would be allowed on the subject property by approving the modification will be compatible with the surrounding land uses and zoning districts."**

   The Automobile (Truck) Dealership use can be conducted in a harmonious and compatible manner with the surrounding land uses.

2. **"Growth and development factors in the community indicate the need for or appropriateness of the modification."**

   Since the adoption of the Town Center Development Standards, development of this area has changed to a more intense commercial area with development of a shopping center and storage facility to the east and new automobile dealerships to the west. The requested modification is appropriate for the area.

3. **"Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed Special Land Use district."**

   The location of the proposed development on the Town Center Loop Road is adequate to meet the traffic demands associated with this type of land use.

FINDINGS (SDR-56653)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development is compatible with the adjacent vehicle dealership and auto body shop uses and other commercial development in the area.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   Other than the requested Exception of six perimeter landscape buffer trees, the project is developed to code standards.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The location of the proposed development on the Town Center Loop Road is adequate to meet the traffic demands associated with this type of land use.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Building and landscape materials are appropriate for the area.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The design of the building is not obnoxious in appearance and is harmonious with 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 measures will be taken to protect the health, safety and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 29

NOTICES MAILED 269 (By City Clerk)

APPROVALS 5

PROTESTS 2

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: MOD-56652 APN: 125-27-101-035

Name of Property Owner: Centennial-Azure, LLC

Name of Applicant: John Staluppi Jr.

Name of Representative: Michael Bellon

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: JOHN STALUPPI JR.

Subscribed and sworn before me

This 23rd day of October, 2014

Shawn L Million

Notary Public in and for said County and State

SHAWN L. MILLION
Notary Public-State of Nevada
APPT. NO. 04-86594-1
My App. Expires January 23, 2016

PRJ-56361
10/23/14

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Zone Change & Site Development Review

Project Address (Location)

Project Name Planet Nissan Truck Center **Proposed Use** Auto Sales/Service

Assessor's Parcel #(s) 125-27-101-035 **Ward #** 6 - Ross

General Plan: existing TC-SC proposed TC-GC **Zoning:** existing C-1 proposed C-2

Commercial Square Footage 22,625 s/f. **Floor Area Ratio** 9.6:1

Gross Acres 4.43 **Lots/Units** N/A **Density** N/A

Additional Information

PROPERTY OWNER Centennial-Azure, LLC **Contact** Michael Bellon

Address 5850 Centennial Center Blvd. **Phone:** (702) 501-6392 **Fax:** (702) 605-8161

City Las Vegas **State** Nevada **Zip** 89149

E-mail Address elysium_mb@hotmail.com

APPLICANT John Staluppi, Jr. **Contact** Michael Bellon

Address 5850 Centennial Center Blvd. **Phone:** (702) 501-6392 **Fax:** (702) 605-8161

City Las Vegas **State** Nevada **Zip** 89149

E-mail Address elysium_mb@hotmail.com

REPRESENTATIVE Elysium Enterprises, Inc. **Contact** Michael Bellon

Address 1408 Saintsbury Drive **Phone:** (702) 501-6392 **Fax:** (702) 605-8161

City Las Vegas **State** Nevada **Zip** 89144

E-mail Address elysium_mb@hotmail.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 JOHN STALUPPI JR

Subscribed and sworn before me

This 23rd day of October, 20 14.

_____

Notary Public in and for said County and State

SHAWN L. MILLION
Notary Public-State of Nevada
APPT. NO. 04-86594-1
My App. Expires January 23, 2016

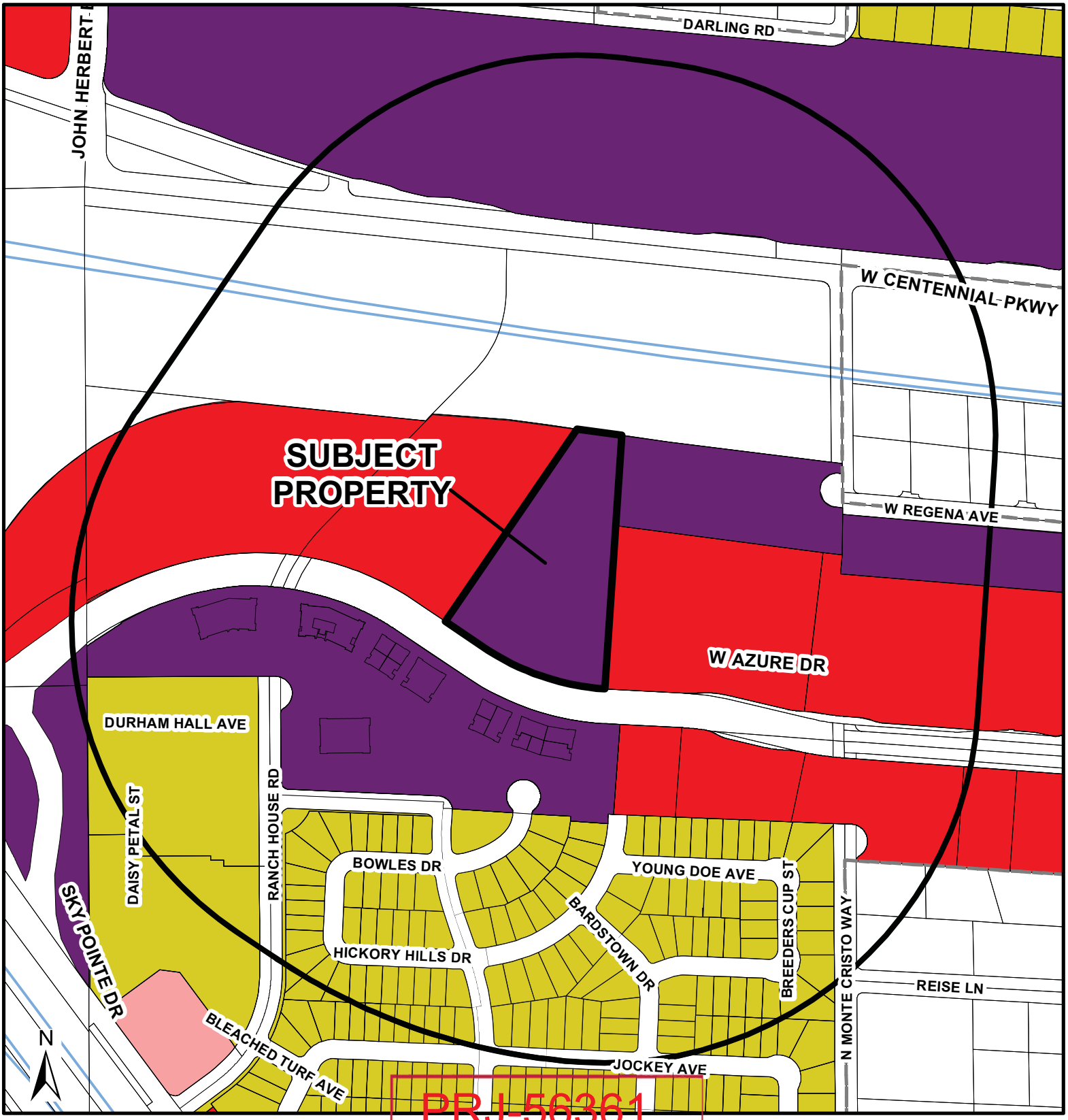
FOR DEPARTMENT USE ONLY

Case #	MOD-56652
Meeting Date:	12/09/14 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 Unified Development Code.

PRJ-56361
10/23/14

MOD-56652



PRJ-56361
11/20/14

Town Center Land Use

- General Commercial (GC-TC)
- Service Commercial (SC-TC)
- Urban Center Mixed-Use (UC-TC)
- Suburban Mixed-Use (SX-TC)
- Main Street Mixed-Use (MS-TC)
- Employment Center Mixed-Use (EC-TC)
- Low Residential (L-TC)
- Medium Residential (M-TC)
- Medium-Low Residential (ML-TC)
- Medium-Low Attached Residential (MLA-TC)
- Public Facilities (PF-TC)
- Right of Way (ROW)

FROM SX-TC TO GC-TC

MOD-56652

Subject Property

1000ft Buffer

City Limits

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, November 20, 2014

SITE INFORMATION

JURIDICTION	CITY OF LAS VEGAS, NV
ZONING	TOWN CENTER DISTRIC (T-C)
APN #	125-27-101-035
SITE AREA	4.43 ACRES
FAR	.12

BUILDING AREA:

ADMIN./ SHOWROOM	6,560 SF
OPEN OFFICE 2ND LVL	3,557 SF
PARTS DEPT./ SERVICE	10,009 SF
WAREHOUSE 2ND LVL	2,499 SF
TOTAL AREA:	22,625 SF

PARKING ANALYSIS :

PARKING REQUIRED :

MOTOR VEHICLE SALES, NEW (22,625 SF) (1:500 S.F.) PER TITLE 19.12	46 SPACES
TOTAL PARKING REQUIRED :	46 SPACES
PROVIDED PARKING	254 SPACES
HC (INCLUDED PER CLV 19.08.110) = 7 SPACES	
- CUSTOMER PARKING	67 SPACES
- VEHICLE INVENTORY PARKING	187 SPACES
CAR DISPLAY	30 SPACES
ONSITE LOADING ZONE	1 SPACES

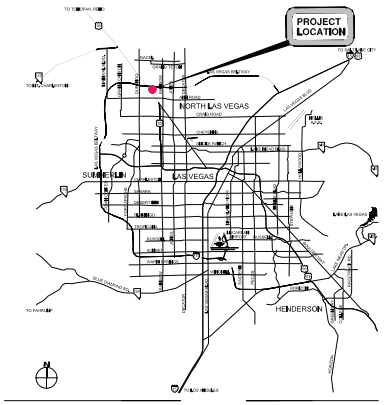
LANDSCAPE INFORMATION

SITE AREA	4.43 ACRES
TOTAL PROV'D LANDSCAPE AREA :	34,452 SF /17.85%
TOTAL PROV'D OPEN PLAZA AREA :	20,771 SF /10.76%

COLOR LEGEND

- LANDSCAPE
- COMMERCIAL BUILDING
- PAVEMENT

VICINITY MAP



Graphic Scale

Planning Stamp:

PRJ-56361
11/12/14

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3535 Executive Terminal Dr. Suite 310
Henderson, Nevada 89052
Phn (702)-951-5300
Fax (702)-951-5302

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Nissan Commercial Vehicle & Truck Center

1-215 / Azure Dr., , LAS VEGAS, NEVADA 89130

Site Plan

Project No :2013154
Date :11/12/14
Scale : 1" = 40'-0"
Sheet No:
SP001

MOD-56652 & SDR-56653 - REVISED

PLANT LEGEND

SYMBOL	BOTANICAL/COMMON NAME	SIZE	QTY.	SPACING
	CHITALPA TASHKENTENSIS CHITALPA	36" BOX	16	30'-0" O.C.
	FRAXINUS VELUTINA 'RIO GRANDE' RIO GRANDE ASH	36" BOX	117	30'-0" O.C.
	WASHINGTONIA ROBUSTA MEXICAN FAN PALM	20' BTH	18	30'-0" O.C.

SHRUB / GROUND COVER LIST

BOTANICAL/COMMON NAME	SIZE	SPACING
EUONYMUS JAPONICA - JAPANESE EUONYMUS	5 GALLON	6' O.C.
ILEX CORNUTA 'DWARF BURFORDII' - DWARF BURFORD HOLLY	5 GALLON	6' O.C.
LEUCOPHYLLUM FRUTESCENS - TEXAS RANGER SAGE	5 GALLON	3' O.C.
MYRTUS COMMUNIS 'COMPACTA' - COMPACTA MYRTLE	5 GALLON	4' O.C.
NANDINA DOMESTICA 'COMPACTA' - DWARF HEAVENLY BAMBOO	5 GALLON	3' O.C.
RAPHIOLEPIS INDICA - INDIAN HAWTHORN	5 GALLON	3' O.C.
SENNA OLIGOPHYLLA 'OUTBACK' - OUTBACK CASSIA	5 GALLON	4' O.C.
XYLOSMA CONGESTUM 'COMPACTA' - COMPACT XYLOSMA	5 GALLON	4' O.C.
ACACIA REDOLENS 'DESERT CARPET' - TRAILING ACACIA	5 GALLON	3' O.C.
LANTANA SPECIES 'NEW GOLD' - NEW GOLD LANTANA	5 GALLON	3' O.C.
ROSMARINUS OFFICINALIS 'HUNTINGTON CARPET' - ROSEMARY	5 GALLON	3' O.C.
TEUCRIUM CHAMAEDRYS 'PROSTRATUM' - PROSTRATE GERMANDER	1 GALLON	3' O.C.
TRACHELOSPERMUM ASIATICUM - ASIATIC JASMINE	1 GALLON	3' O.C.

NOTE : LANDSCAPE BOULDERS ARE TO BE GRANITE AND ROUND IN SHAPE. COLOR TO MATCH ROCK GROUND COVER. BOULDERS TO BE 2' TO 4' IN DIAMETER, SIZED TO MATCH PRE-EXISTING LANDSCAPE AREA.

SITE ANALYSIS

SITE AREA	4.43 ACRES
TOTAL PROV'D LANDSCAPE AREA :	34,452 SF /17.85%
TOTAL PROV'D OPEN PLAZA AREA :	26,755 SF /13.86%

COLOR LEGEND

- LANDSCAPE
- COMMERCIAL BUILDING
- PAVEMENT

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Landscape Plan

N

Graphic Scale

0 20 40 80 100

Planning Stamp:

PRJ-56361
11/12/14

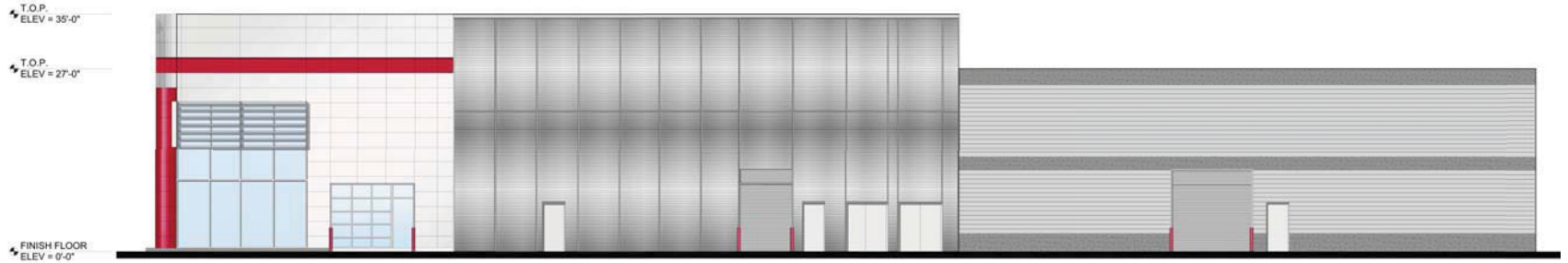
Project No :2013154
Date :11/12/14
Scale : 1" = 40'-0"
Sheet No:
LP001

MOD-56652 & SDR-56653 - REVISED

EXTERIOR BUILDING MATERIALS LEGEND

- SILVER METALLIC RIBBED PANEL
- SILVER METALLIC ACM PANEL
- NISSAN RED ACM PANEL
- CLEAR GLASS
- CMU WITH 2 TONE COLORS & TEXTURES

SOUTH ELEVATION



EAST ELEVATION

Graphic Scale

0 4 8 16 24

Planning Stamp:

PRJ-56361
10/23/14

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Elevations

Project No :2013154

Date :10/17/14

Scale : 1/8" = 1'-0"

Sheet No:

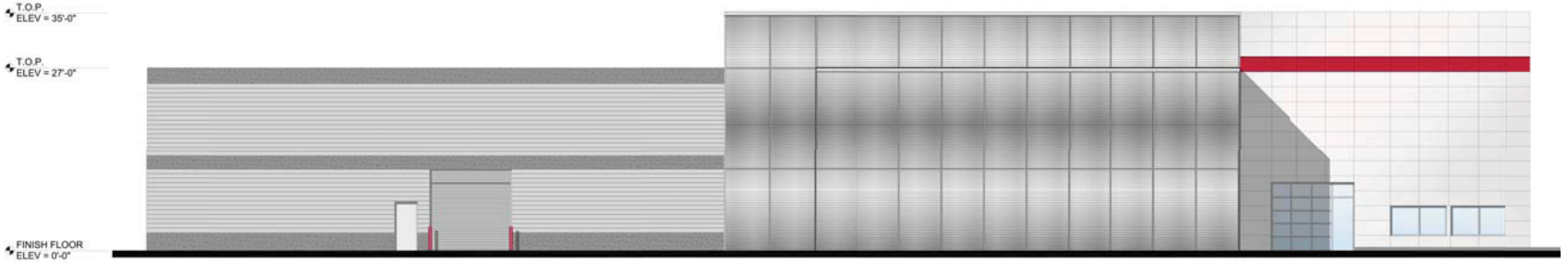
EV001

MOD-56652 & SDR-56653

EXTERIOR BUILDING MATERIALS LEGEND

- SILVER METALLIC RIBBED PANEL
- SILVER METALLIC ACM PANEL
- NISSAN RED ACM PANEL
- CLEAR GLASS
- CMU WITH 2 TONE COLORS & TEXTURES

NORTH ELEVATION



WEST ELEVATION

Graphic Scale

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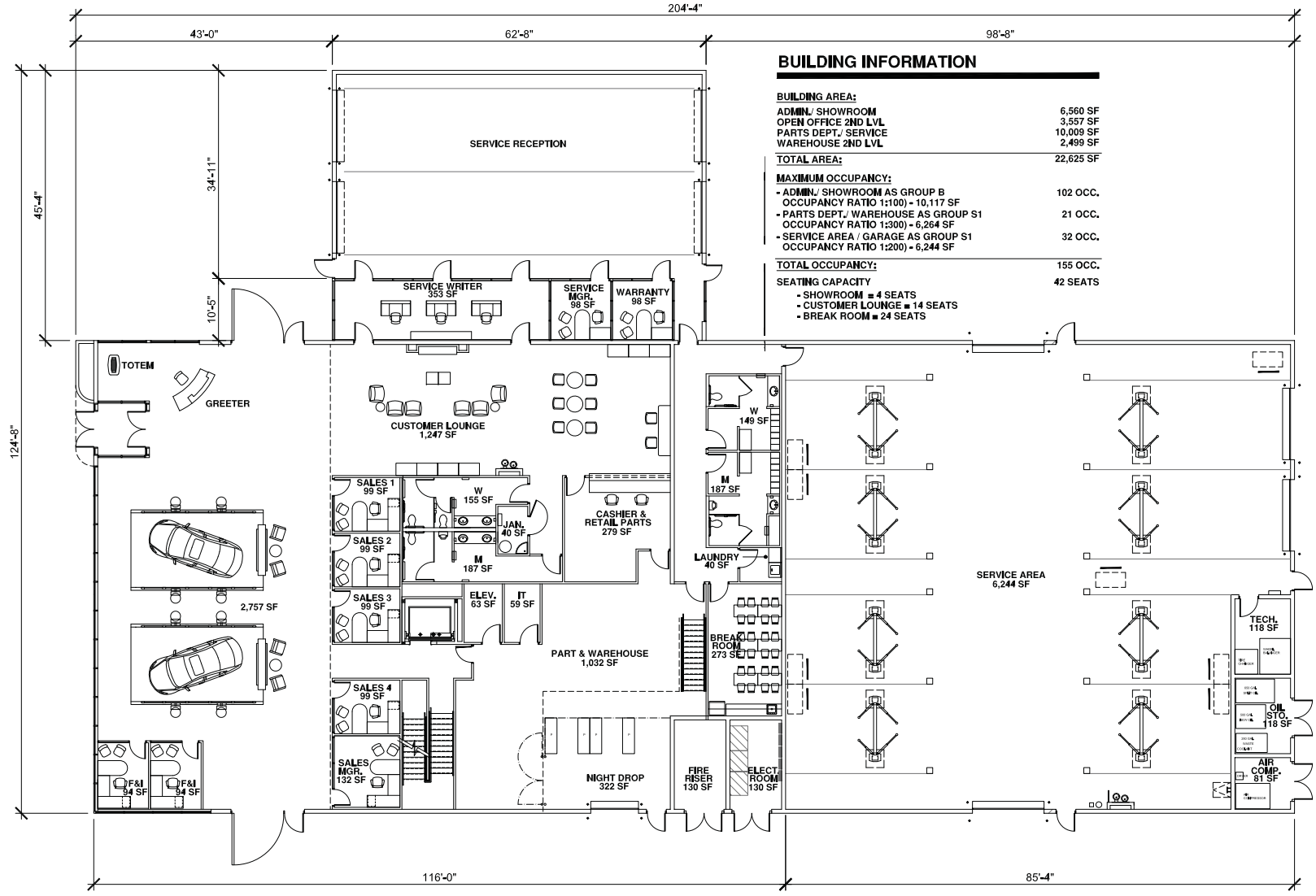
Elevations

Planning Stamp:

PRJ-56361
10/23/14

Project No :2013154
Date :10/17/14
Scale : 1/8" = 1'-0"
Sheet No:
EV002

MOD-56652 & SDR-56653



BUILDING INFORMATION

BUILDING AREA:

ADMIN./ SHOWROOM	6,560 SF
OPEN OFFICE 2ND LVL	3,557 SF
PARTS DEPT./ SERVICE	10,009 SF
WAREHOUSE 2ND LVL	2,499 SF
TOTAL AREA:	22,625 SF

MAXIMUM OCCUPANCY:

- ADMIN./ SHOWROOM AS GROUP B OCCUPANCY RATIO 1:100) - 10,117 SF	102 OCC.
- PARTS DEPT./ WAREHOUSE AS GROUP S1 OCCUPANCY RATIO 1:300) - 6,264 SF	21 OCC.
- SERVICE AREA / GARAGE AS GROUP S1 OCCUPANCY RATIO 1:200) - 6,244 SF	32 OCC.
TOTAL OCCUPANCY:	155 OCC.
SEATING CAPACITY	42 SEATS

- SHOWROOM = 4 SEATS
- CUSTOMER LOUNGE = 14 SEATS
- BREAK ROOM = 24 SEATS

Graphic Scale

0 4 8 16 24

Planning Stamp:

PRJ-56361
10/23/14

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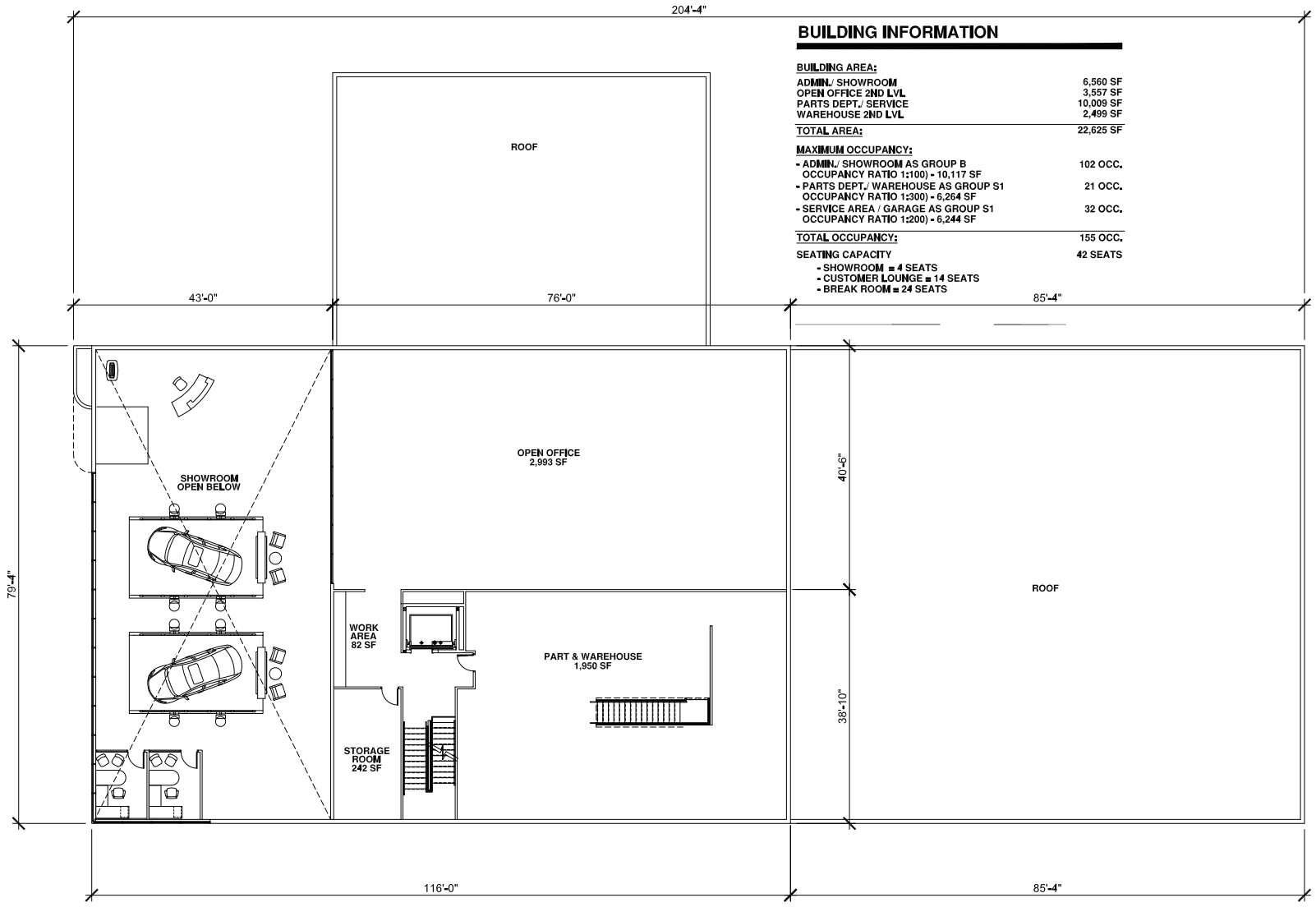
Floor Plan - Level 1

Project No :2013154
Date :10/17/14
Scale : 1/8" = 1'-0"
Sheet No:

FP001

MOD-56652 & SDR-56653



BUILDING INFORMATION

BUILDING AREA:	
ADMIN./ SHOWROOM	6,560 SF
OPEN OFFICE 2ND LVL	3,557 SF
PARTS DEPT./ SERVICE	10,009 SF
WAREHOUSE 2ND LVL	2,499 SF
TOTAL AREA:	22,625 SF
MAXIMUM OCCUPANCY:	
- ADMIN./ SHOWROOM AS GROUP B OCCUPANCY RATIO 1:100) - 10,117 SF	102 OCC.
- PARTS DEPT./ WAREHOUSE AS GROUP S1 OCCUPANCY RATIO 1:300) - 6,264 SF	21 OCC.
- SERVICE AREA / GARAGE AS GROUP S1 OCCUPANCY RATIO 1:200) - 6,244 SF	32 OCC.
TOTAL OCCUPANCY:	155 OCC.
SEATING CAPACITY	42 SEATS

- SHOWROOM = 4 SEATS
- CUSTOMER LOUNGE = 14 SEATS
- BREAK ROOM = 24 SEATS

Graphic Scale

0 4 8 16 24

Planning Stamp:

PRJ-56361
10/23/14

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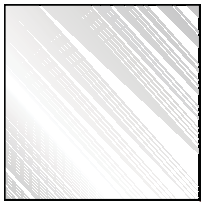
Floor Plan - Level 2

Project No :2013154
Date :10/17/14
Scale : 1/8" = 1'-0"
Sheet No:

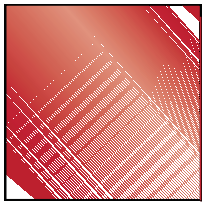
FP002

MOD-56652 & SDR-56653

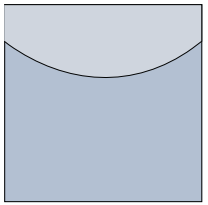
01 Silver Metallic
Ribbed Panel



02 ACM Panel
Silver Metallic



03 ACM Panel
Nissan Red



04 Low E
Clear Glass

05 CMU
Smooth & Split Face

Graphic Scale

0 8 16 32 48

Planning Stamp:

PRJ-56361
10/23/14

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Nissan Commercial Vehicle & Truck Center

1-215 / Azure Dr., , LAS VEGAS, NEVADA 89130

Material Board

Project No :2013154
Date :10/17/14
Scale : 1/16" = 1'-0"
Sheet No:
MB001

MOD-56652 & SDR-56653

NOTES

This map is for assessment use only and does NOT represent a survey.

No liability is assumed for the accuracy of the data deliniated herein. Information on roads and other non-assessed parcels may be obtained from the Road Document Listing in the Assessor's Office.

This map is compiled from official records, including surveys and deeds, but only contains the information required for assessment. See the recorded documents for more detailed legal information.

USE THIS SCALE(FEET) WHEN MAP REDUCED FROM 11X17 ORIGINAL

0 100 200 400 600 800

MAP LEGEND

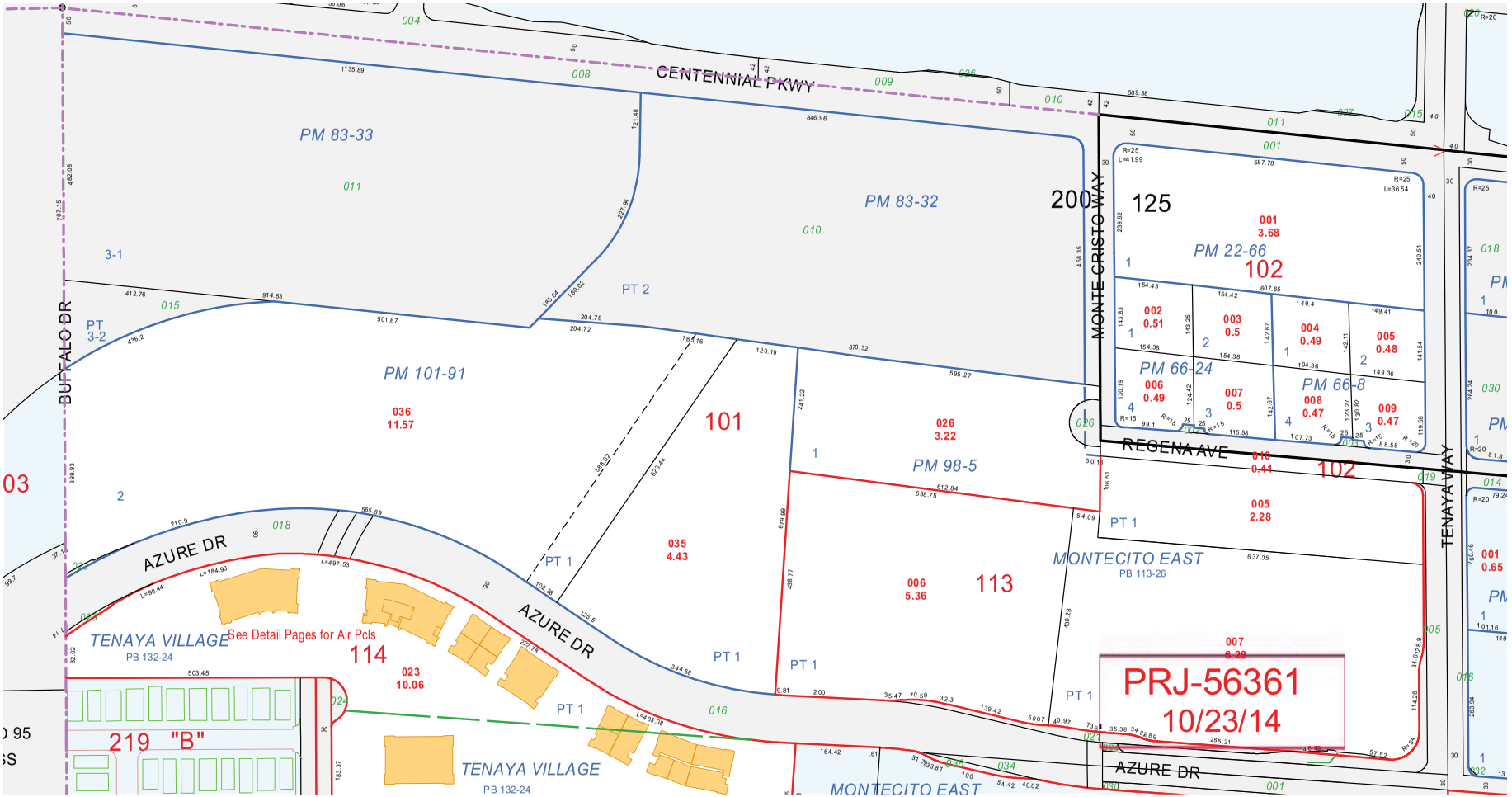
- PARCEL BOUNDARY
- SUB BOUNDARY
- PM/LD BOUNDARY
- ROAD EASEMENT
- MATCH / LEADER LINE
- HISTORIC LOT LINE
- HISTORIC SUB BOUNDARY
- HISTORIC PM/LD BOUNDARY
- SECTION LINE
- CONDOMINIUM UNIT
- AIR SPACE PCL
- RIGHT OF WAY PCL
- SUB-SURFACE PCL
- 001 ROAD PARCEL NUMBER
- 001 PARCEL NUMER
- 1.00 ACREAGE
- 202 PARCEL SUB/SEQ NUMBER
- PB 24-45 PLAT RECORDING NUMBER
- 5 BLOCK NUMBER
- 5 LOT NUMBER
- GL5 GOV. LOT NUMBER

ASSESSOR'S PARCELS - CLARK CO., NV.

Michele W. Shafe - Assessor

BOOK T19S R60E | SEC. 27 | MAP N 2 NW 4 | 125-27-1

Scale: 1" = 200' | Rev: 02/22/2011



TAX DIST 125,200

MOD-56652 & SDR-56653

MOD-56652 [PRJ-56361] - MAJOR MODIFICATION RELATED TO SDR-56653 - APPLICANT/OWNER: CENTENNIAL AZURE, LLC
NORTH SIDE OF AZURE DRIVE, APPROXIMATELY 1,270 FEET WEST OF TENAYA WAY

10/30/14

MOD-56652 [PRJ-56361] - MAJOR MODIFICATION RELATED TO SDR-56653 - APPLICANT/OWNER: CENTENNIAL AZURE, LLC
NORTH SIDE OF AZURE DRIVE, APPROXIMATELY 1,270 FEET WEST OF TENAYA WAY

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NORTH SIDE OF AZURE DRIVE, APPROXIMATELY 1,270 FEET WEST OF TENAYA WAY

10/30/14

VEDELAGO - PETSCH ARCHITECTS

September 26, 2014

The City of Las Vegas
Department of Planning
333 N. Rancho Drive
Las Vegas, NV 89106

Re: Justification Letter – **Nissan Commercial Vehicle & Light Truck Center**
Vedelago Petsch Architects Project No. 2013154

To Whom It May Concern:

This justification letter is being provided to define the request for Zone change & Design Review pertaining to the proposed Nissan Commercial Vehicle & Light Truck Center.

The proposed project consists of the development of one parcel within the City of Las Vegas, NV 89044. Parcel *APN: 125-27-101-035 (approx.4.43 AC)* defines the site for this project. The Current Zoning Classification for this parcel is Town Center District (SC-TC). The proposed improvements consist of the construction of one (1) 2-Level Automotive Sales & Service Facility with the related site improvements. The building is to be situated as shown on the accompanying Site Plan Exhibit.

We are requesting the following changes to the current Zoning Classifications:

- *APN 125-27-101-035 Reclassified from Service Commercial (SC-TC) to General Commercial (GC-TC)*

We are also requesting *Design Review* approval for the following site & building improvements:

- *One (1) +/- 22,625 s.f. 35' Ht. 2-Level Sales & Service Facility*
- *One (1) 4.43 acre site with required parking, circulation & landscaping*

The requested use that is required for this new facility is consistent with existing adjacent land uses. We are not asking for any Waiver of Standards or Variances at this time.

If you have any questions regarding this project or the content of this letter, please don't hesitate to contact me. We look forward to working with you on this exciting new project.

Sincerely,

Digitally signed
by S. Mark Petsch
Date: 2014.09.26
17:23:22 -07'00'

S. Mark Petsch, AIA, NCARB

3535 EXECUTIVE TERMINAL DRIVE. • SUITE 310 • HENDERSON, NEVADA • 89052
PHONE (702) 951-0300 • FAX: (702) 951-0302

PRJ-56361
10/23/14

MOD-56652 & SDR-56653

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

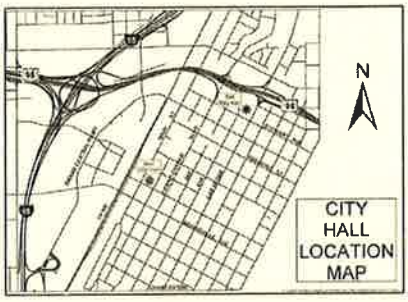
RECEIVED
CITY CLERK

PRESORTED FIRST CLASS

UNITED STATES POSTAGE
PITNEY BOWES
02 1M $ 00.46⁰
0004279218 JAN08 2015
MAILED FROM ZIP CODE 89101

2015 JAN 15 A 11:06

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.

MOD-56652 & SDR-56653 [PRJ-56361]
City Council Meeting of January 21, 2015

DAVIS FAMILY TRUST
27017 VISTA EN CANTADA DR
SANTA CLARITA CA 91354-0000

APN#12527219045

92 LRDGNMP 91354

Submitted after final agenda

Date 1/15/15 Item 6 I + 62

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

RECEIVED
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2015 JAN 14 A 7:30

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MAILED FROM ZIPCODE 89101

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Official Notice of Public Hearing

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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-56652 & SDR-56653 [PRJ-56361]
City Council Meeting of January 21, 2015

BARRIE RUSSELL L SR
6129 DAISY PETAL ST #201
LAS VEGAS NV 89130-7944

APN#12527219074

95 LRDCMMP 89130

Submitted after final agenda

Date 1/14/15 Item 61+62

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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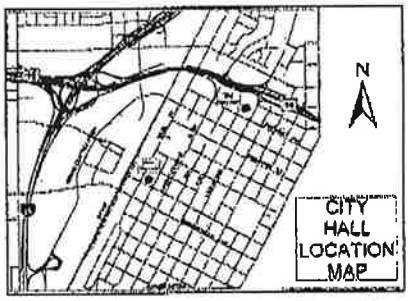
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-56652 & SDR-56653 [PRJ-56361]
City Council Meeting of January 21, 2015

PABON J RAYMOND REVOCABLE
5800 ROYAL CASTLE LN
LAS VEGAS NV 89130-1190

APN#12527216003

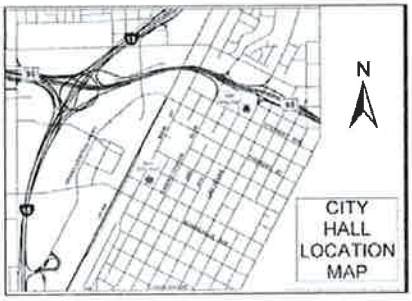
95 LRDGMMP 89130

61-62/6

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning 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.

MOD-56652 & SDR-56653 [PRJ-56361]
Planning Commission Meeting of 12/9/2014

PRESORTED FIRST CLASS

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DEC 4 2014
City of Las Vegas
Dept. of Planning

Case: MOD-56652
12527219045
DAVIS FAMILY TRUST
DAVIS CRAIG TRS
27017 VISTA EN CANTADA DR
SANTA CLARITA CA 91354

Submitted after final agenda

12/4/14 Item 17-18P

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
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MAILED FROM ZIPCODE 89101

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Official Notice of Public Hearing

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DEC 4 2014
City of Las Vegas
Dept. of Planning

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-56652 & SDR-56653 [PRJ-56361]
Planning Commission Meeting of 12/9/2014

Case: MOD-56652
12527216003
PABON J RAYMOND REVOCABLE TRUST
PABON J RAYMOND TRS
5800 ROYAL CASTLE LN
LAS VEGAS NV 89130-1190

17-18 A

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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Return Service Requested
Official Notice of Public Hearing

RECEIVED
DEC 4 2014
City of Las Vegas
Dept. of Planning

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-56652 & SDR-56653 [PRJ-56361]
Planning Commission Meeting of 12/9/2014

Case: MOD-56652
12527219014
RABBANI ADRIAN
RABBANI MARIA C
2235 N LAKE AVE
ALTADENA CA 91001-2465

92 JRDFNMF $1.001

17-18 A

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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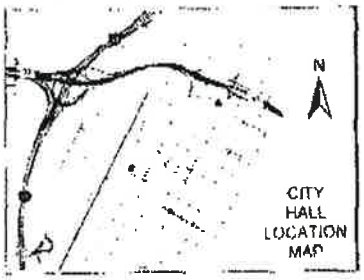
Official Notice of Public Hearing



RECEIVED
DEC 3 2014
City of Las Vegas
Dept. of Planning

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

MOD-56652 & SDR-56653 [PRJ-56361]
Planning Commission Meeting of 12/9/2014

Case: MOD-56652
12527114011
F I H N PROPERTY HOLDINGS L L C
7455 W AZURE DR #140
LAS VEGAS NV 89130-4431

17-18 A

City of Las Vegas Agenda Item No.: **78.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

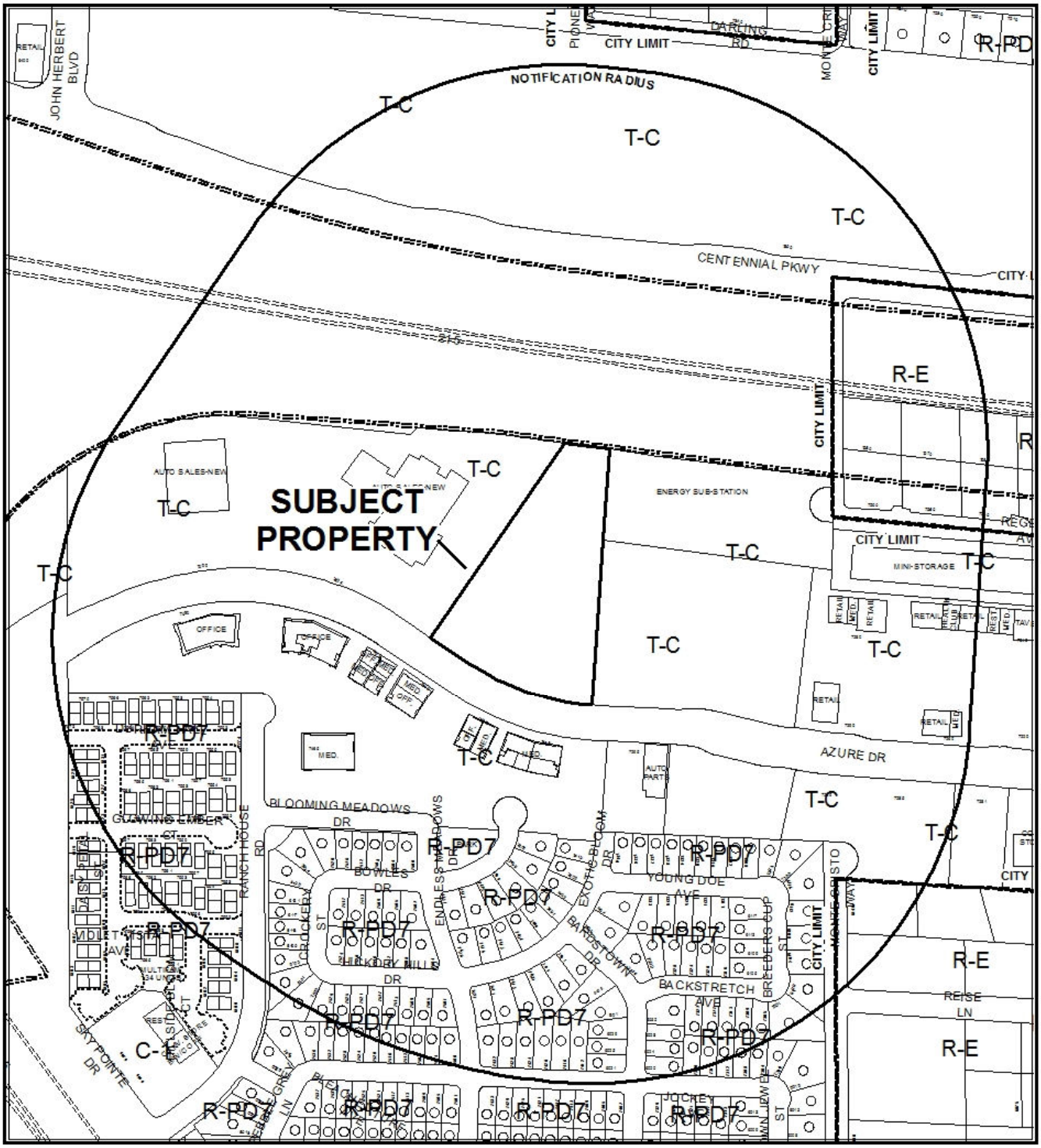
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-56653 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO MOD-56652 - PUBLIC HEARING - APPLICANT/OWNER: CENTENNIAL AZURE, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 22,625 SQUARE-FOOT MOTOR VEHICLE SALES (NEW) FACILITY WITH ACCESSORY AUTO REPAIR USE on 4.43 acres adjacent to the north side of Azure Drive, approximately 1,270 feet west of Tenaya Way (APN 125-27-101-035), T-C (Town Center) Zone [SX-TC (Suburban Mixed Use - Town Center) Special Land Use Designation] [PROPOSED: GC-TC (General Commercial - Town Center)], Ward 6 (Ross) [PRJ-56361]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Consolidated Backup
3. Supporting Documentation



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Feet

CASE: **SDR-56653 (PRJ-56361)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER) [SX-TC (SUBURBAN MIXED USE - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER) [GC-TC (GENERAL COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

N

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Feet

CASE: **SDR-56653 (PRJ-56361)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER) [SX-TC (SUBURBAN MIXED USE - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER) [GC-TC (GENERAL COMMERCIAL - TOWN CENTER) SPECIAL LAND USE DESIGNATION]

N

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-56653 APN: 125-27-101-035

Name of Property Owner: Centennial-Azure, LLC

Name of Applicant: John Staluppi Jr.

Name of Representative: Michael Bellon

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: JOHN STALUPPI JR.

Subscribed and sworn before me

This 23rd day of October, 2014

Shawn L Million

Notary Public in and for said County and State

SHAWN L. MILLION
Notary Public-State of Nevada
APPT. NO. 04-86594-1
My App. Expires January 23, 2016

PRJ-56361
10/23/14

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Zone Change & Site Development Review

Project Address (Location)

Project Name Planet Nissan Truck Center **Proposed Use** Auto Sales/Service

Assessor's Parcel #(s) 125-27-101-035 **Ward #** 6 - Ross

General Plan: existing TC-SC proposed TC-GC **Zoning:** existing C-1 proposed C-2

Commercial Square Footage 22,625 s/f. **Floor Area Ratio** 9.6:1

Gross Acres 4.43 **Lots/Units** N/A **Density** N/A

Additional Information

PROPERTY OWNER Centennial-Azure, LLC **Contact** Michael Bellon

Address 5850 Centennial Center Blvd. **Phone:** (702) 501-6392 **Fax:** (702) 605-8161

City Las Vegas **State** Nevada **Zip** 89149

E-mail Address elysium_mb@hotmail.com

APPLICANT John Staluppi, Jr. **Contact** Michael Bellon

Address 5850 Centennial Center Blvd. **Phone:** (702) 501-6392 **Fax:** (702) 605-8161

City Las Vegas **State** Nevada **Zip** 89149

E-mail Address elysium_mb@hotmail.com

REPRESENTATIVE Elysium Enterprises, Inc. **Contact** Michael Bellon

Address 1408 Saintsbury Drive **Phone:** (702) 501-6392 **Fax:** (702) 605-8161

City Las Vegas **State** Nevada **Zip** 89144

E-mail Address elysium_mb@hotmail.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 JOHN STALUPPI JR

Subscribed and sworn before me

This 23rd day of October, 20 14.

_____

Notary Public in and for said County and State

SHAWN L. MILLION
Notary Public-State of Nevada
APPT. NO. 04-86594-1
My App. Expires January 23, 2016

FOR DEPARTMENT USE ONLY

Case #	SDR-56653
Meeting Date:	12/09/14 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 Unified Development Code.

PRJ-56361
10/23/14

SDR 56653
Centennial Azure, LLC

North side of Azure Drive, west of Tenaya Way

Proposed 22.625 thousand square foot motor vehicle sales.

Traffic produced by proposed development:

Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	NEW CAR SALES [1000SF]	22.625	33.34	754
AM Peak Hour			2.03	46
PM Peak Hour			2.59	59

Existing traffic on all nearby streets:

Azure Drive	
Average Daily Traffic (ADT)	8,150
PM Peak Hour (heaviest 60 minutes)	652

Tenaya Way	
Average Daily Traffic (ADT)	11,463
PM Peak Hour (heaviest 60 minutes)	917

	Adjacent Street ADT Capacity
Azure Drive	34,500
Tenaya Way	34,500

This project is expected to add about 754 trips per day on Azure Dr., Tenaya Way & Sky Pointe Dr. Currently, Azure is at about 24 percent of capacity and Tenaya is at about 33 percent of capacity. With this project, Azure is expected to be at about 26 percent of capacity and Tenaya to be at about 35 percent of capacity. Counts are not available for Sky Pointe Dr. in this vicinity, but it is believed to be under capacity.

Based on Peak Hour use, this project will add about 59 trips in the peak hour, or about one every minute.

Note that this report assumes all traffic from this development uses all named streets.

City of Las Vegas Agenda Item No.: **79.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

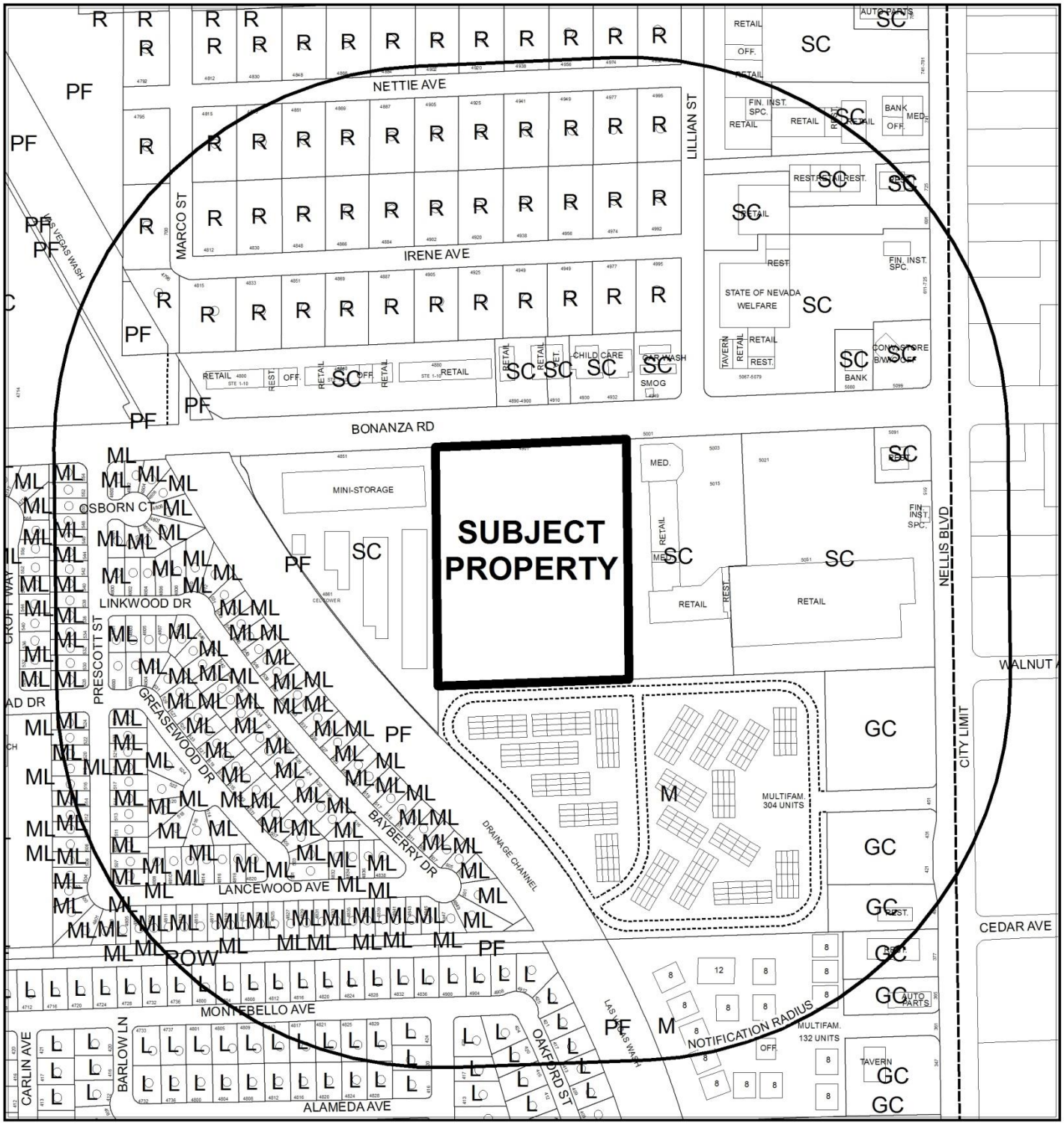
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-56713 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: MERLIN HARDY - OWNER: BONANZA SPRINGS, LLC - For possible action on a request for a General Plan Amendment FROM: MLA (MEDIUM LOW ATTACHED DENSITY RESIDENTIAL) TO: M (MEDIUM DENSITY RESIDENTIAL) on 7.27 acres at 4901 East Bonanza Road (APN 140-32-502-002), Ward 3 (Coffin) [PRJ-55891]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report - GPA-56713, ZON-56715, VAR-56712 and SDR-56711 [PRJ-55891]
3. Supporting Documentation - GPA-56713, ZON-56715, VAR-56712 and SDR-56711 [PRJ-55891]
4. Photo(s) - GPA-56713, ZON-56715, VAR-56712 and SDR-56711 [PRJ-55891]
5. Justification Letter - GPA-56713, ZON-56715, VAR-56712 and SDR-56711 [PRJ-55891]

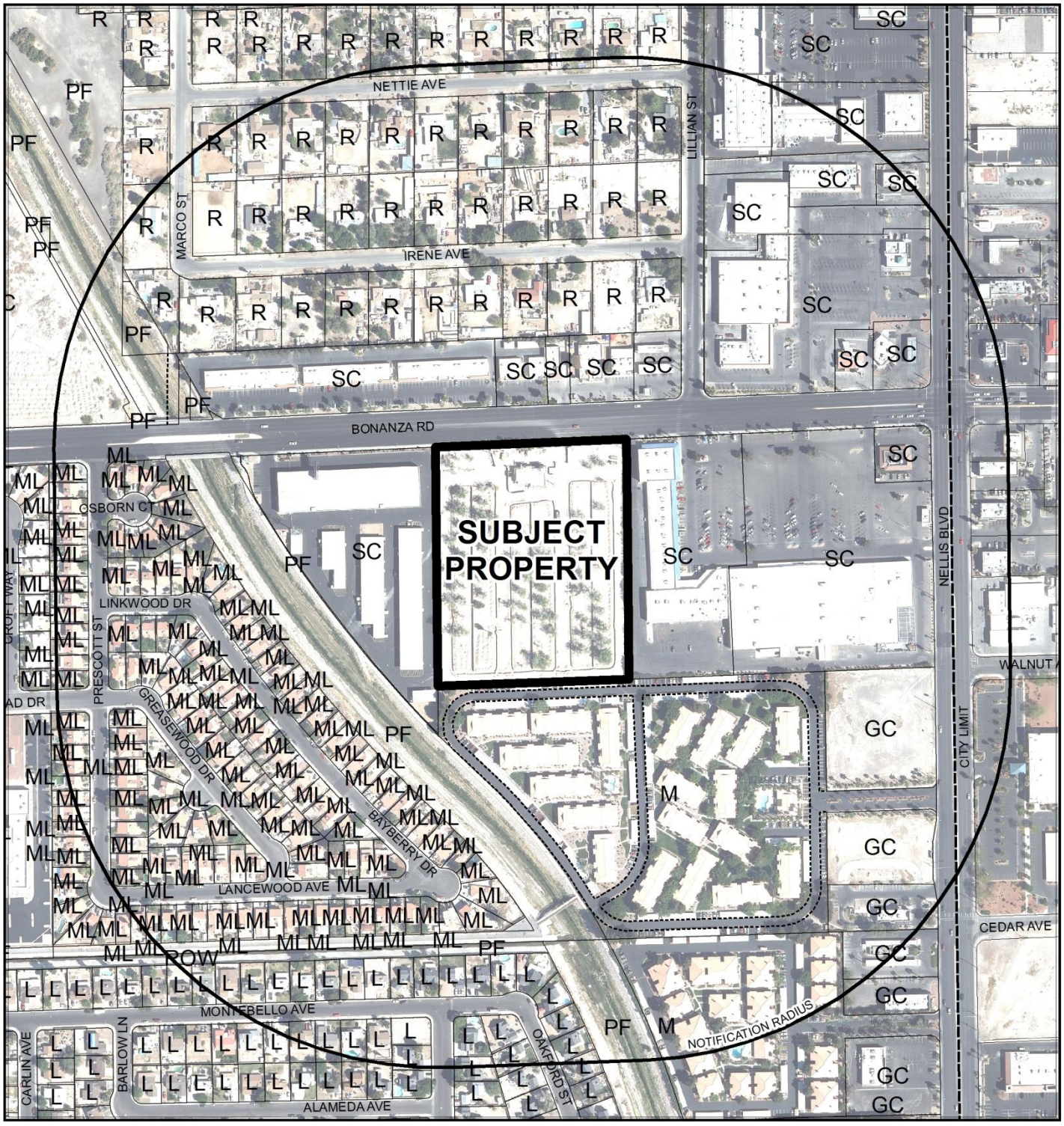


CASE: **GPA-56713 (PRJ-55891)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: MLA (MEDIUM LOW ATTACHED DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: M (MEDIUM DENSITY RESIDENTIAL)



0 300 600 Feet

CASE: **GPA-56713 (PRJ-55891)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: MLA (MEDIUM LOW ATTACHED DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: M (MEDIUM DENSITY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: FEBRUARY 18, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: MERLIN HARDY - OWNER: BONANZA SPRINGS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-56713	Staff recommends APPROVAL.	
ZON-56715	Staff recommends APPROVAL.	GPA-56713
VAR-56712	Staff recommends APPROVAL, subject to conditions.	GPA-56713 ZON-56715
SDR-56711	Staff recommends APPROVAL, subject to conditions:	GPA-56713 ZON-56715 VAR-56712

** CONDITIONS **

VAR-56712 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for General Plan Amendment (GPA-56713), Rezoning (ZON-56715) and Site Development Plan Review (SDR-56711) 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 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.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SDR-56711 CONDITIONS

Planning

1. Approval of General Plan Amendment (GPA-56713) and Rezoning (ZON-56715) and Approval of and conformance to the Conditions of Approval for Variance (VAR-56712) shall be required, if approved.

2. Approval of this Site Development Plan Review (SDR-56711), will expunge the previously approved Site Development Plan Review (SDR-47581) associated with the subject site.

3. 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.

4. All development shall be in conformance with the site plan and landscape plan date stamped 12/18/14 and building elevations date stamped 10/29/14, except as amended by conditions herein.

5. There shall be no on-street parking allowed on the interior private drive aisles.

6. An Exception from Title 19.08.110 is hereby approved, to allow zero shade trees where three are required in a parking lot.

7. An Exception from Title 19.06.030 is hereby approved, to allow tree spacing at 30 feet off center within the landscape buffer areas.

8. 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.

9. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

10. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

11. 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.

12. Refuse collection areas and dumpsters shall be enclosed by walls a minimum of six feet in height, finished in the same manner as the main structures within the development and shall follow the same design theme and use similar materials to those used in the main structures. All such enclosures shall have solid metal gates, and shall have a roof.

13. Prior to the submittal of a building permit application, the applicant shall meet with Department of Planning staff to develop a comprehensive address plan for the subject site. A copy of the approved address plan shall be submitted with any future building permit applications related to the site.

14. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

15. Remove all substandard public street improvements and unused driveway cuts on Bonanza Road adjacent to this site, if any, and replace with new improvements meeting current City Standards concurrent with development of this site.

16. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for the proposed use of this facility. The design and layout of all onsite private circulation and access drives shall meet the approval of the Department of Fire Services.

17. All private improvements and landscaping installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

18. A Drainage Study update must be submitted to and approved by the Department of Public Works prior to issuance of any building or grading permits. Provide and improve all drainageways recommended in the approved drainage study update.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a General Plan Amendment of the Southeast Sector Land Use Plan from the MLA (Medium Low Attached Density Residential) land use district to the M (Medium Density Residential) land use district. In addition, the applicant has also requested to amend the zoning designation from R-MH (Mobile/Manufactured Home Residential) to R-3 (Medium Density Residential). The subject site consists of 7.27 acres located at 4901 East Bonanza Road. The applicant has requested a Site Development Plan Review to develop the subject site with a 80-unit Multi-Family Residential Development land use, which will require an associated Variance of Title 19.12 on-site parking requirements. Staff has determined the proposed project is compatible with surrounding development in the area, and the requested Variance and Waivers will have a minimal negative impact to the surrounding commercial development. Therefore, staff is recommends approval of this project with conditions.

ISSUES

- The applicant has proposed a General Plan Amendment to the Southeast Sector Plan, to change the subject parcel from MLA (Medium Low Attached Density Residential) to M (Medium Density Residential).
- The applicant has proposed to Rezone the subject site from R-MH (Mobile/Manufactured Home Residential) to R-3 (Medium Density Residential).
- Waivers have been requested to allow a 3.5-foot buffer along the east perimeter where six feet is required; a zero-foot buffer along the southern perimeter where six feet is required and a zero-foot buffer along a portion of the western perimeter where six feet is required.
- The applicant has requested a Variance is required to allow 135 parking spaces where 176 parking spaces are the minimum required.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
08/16/06	The City Council approved a Rezoning (ZON-12127) from R-MHP (Residential Mobile Home Park) to R-5 (Apartment) at 4901 East Bonanza Road. The Planning Commission and staff recommended approval.
	The City Council approved a Site Development Plan Review (SDR-12128) for a 348-unit, four-story condominium development at 4901 East Bonanza Road. The Planning Commission and staff recommended approval.
	The City Council approved a General Plan Amendment (GPA-12129) to change the general plan designation from ML (Medium Low Density Residential) to H (High Density Residential) at 4901 East Bonanza Road. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
07/02/08	The City Council approved an Extension of Time (EOT-28196) of an approved rezoning (ZON-12127) at 4901 East Bonanza Road. Staff recommended approval.
	The City Council approved an Extension of Time (EOT-28347) of an approved Site Development Plan Review (SDR-12128) for a 348-unit, four-story condominium development at 4901 East Bonanza Road. Staff recommended approval.
12/03/09	The Planning Commission approved a Site Development Plan Review (SDR-35988) to allow 315 units where 348 units were previously approved at 4901 East Bonanza Road. Staff recommended approval.
02/06/13	The City Council approved a Site Development Plan Review (SDR-47581) for a proposed 80-space mobile home park on 7.27 acres at 4901 East Bonanza Road. The Planning Commission and staff recommended approval.
	The City Council approved a General Plan Amendment (GPA-47578) from H (High Density Residential) to MLA (Medium Low Attached Density Residential) on 7.27 acres at 4901 East Bonanza Road. The Planning Commission and staff recommended approval.
	The City Council approved a Rezoning (ZON-47579) from R-5 (Apartment) to R-MH (Mobile/Manufactured Home Residence) on 7.27 acres at 4901 East Bonanza Road. The Planning Commission and staff recommended approval
	The City Council approved a Variance (VAR-47584) to allow spaces that are 31 feet in width where 45 feet is required and 1,860 square feet in area where 4,000 square feet is required, an individual space setback of two feet where five feet is required and to allow a six-foot, six-inch wall in the front yard where a maximum five-foot high wall is allowed for a proposed 80-space mobile home park on 7.27 acres at 4901 East Bonanza Road. The Planning Commission and staff recommended approval.
11/21/13	The Planning Department administratively approved a Site Development Plan Review (SDR-51858) for a proposed 3,000 square-foot community center, private (accessory) on 7.27 acres at 4901 East Bonanza Road.
01/13/15	The Planning Commission unanimously recommends APPROVAL of a General Plan Amendment (GPA-56713) FROM: MLA (Medium Low Attached Density Residential) TO: M (Medium Density Residential); a Rezoning (ZON-56715) FROM: R-MH (Mobile / Manufactured Home Residential) TO: R-3 (Medium Density Residential); a Variance (VAR-56712) to allow 135 parking spaces where 176 spaces are required for a proposed 80-unit multi-family dwelling; and a Site Development Plan Review (SDR-56711) for a proposed 80-unit multi-family residential development with waivers to allow a 3.5-foot buffer along the east perimeter where six feet is required; a zero-foot buffer along the southern perimeter where six feet is required and a zero-foot buffer along a portion of the western perimeter where six feet is required on 7.27 acres at 4901 East Bonanza Road.

Most Recent Change of Ownership	
01/18/13	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/16/13	A building permit (#232515, 232516, 232517, 232518, 232519, 249545) were issued for on-sites, trash enclosures, street lighting, block wall, and grading for an existing mobile home park at 4901 East Bonanza Road. The permits have not been finalized.
08/20/14	A building permit (#268372) was issued for modular homes at 4901 East Bonanza Road. The permits have not been finalized; status shows work has been stopped.

Pre-Application Meeting	
10/15/14	Staff met with the applicant to discuss the process to convert the property at 4901 East Bonanza Road back into a Multi-Family Residential Development. Staff advised that a GPA, ZON, VAR and SDR applications would be required.
12/17/14	Staff met with the applicant to go over requested revisions to the submitted site plan, landscaping plan and justification letter.

Neighborhood Meeting	
01/07/15	A neighborhood meeting was held at the location of 250 North Eastern Avenue at 5:30 pm to discuss the proposed General Plan Amendment [from MLA (Medium Low Attached Density Residential) to M (Medium Density Residential)] and Rezoning [from R-MH (Mobile / Manufactured Home) to R-3 (Medium Density Residential)] at 4901East Bonanza Road (APN 140-32-502-002). Meeting Start Time: 5:30 pm Meeting End Time: 6:03 pm Attendance: There were two members of the public that attended the meeting (one Applicant and one staff member of the Department of Planning). Concerns: No concerns were discussed, as zero citizens attended.

Field Check	
12/04/14	During a routine site inspection staff observed the subject site to be developed with clubhouse and parking lot along the northern perimeter of the property. Behind the clubhouse the private drive aisles, as well as curbs and gutters were already installed with lamp post to provide interior lighting to the site. There was also a structure/dwelling being constructed on the site during staffs visit to the property.

Details of Application Request	
Site Area	
Net Acres	7.27

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Community Center/ Undeveloped	MLA (Medium Low Attached Density Residential)	R-3 (Medium Density Residential)
North	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
	Child Care Facility	SC (Service Commercial)	C-1 (Limited Commercial)
South	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
East	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
West	Mini-Storage	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
No Applicable Special Purpose or Overlay Districts	N/A
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

DEVELOPMENT STANDARDS

Pursuant to 19.06 & 19.08 , the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	6,500 SF	316,681 SF	Y
Min. Lot Width	N/A	500 Feet	Y
Min. Setbacks			
• Front	10 Feet	24 Feet	Y
• Side (East)	5 Feet	5 Feet	Y
• Side (West)	5 Feet	12 Feet	Y
• Rear	20 Feet	28 Feet	Y
Min. Distance Between Buildings	10 Feet	10 Feet	Y
Max. Dwelling Units per Acre	25.49	11.00	Y
Max. Building Height	55 Feet	12.50 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y

Existing Zoning	*Permitted Density*	*Units Allowed*
R-MH (Mobile/Manufactured Home Residence)	1 per lot (space)	80
Proposed Zoning	***Permitted Density***	***Units Allowed***
R-3 (Medium Density Residence)	25.49 units per acre	185
General Plan	***Permitted Density***	***Units Allowed***
MLA (Medium Low Attached Density Residential)	12.49 units per acre	90
Proposed General Plan	***Permitted Density***	***Units Allowed***
M (Medium Density Residential)	25.49 units per acre	185

Pursuant to Title 19.06, the following standards apply:

Landscaping and Open Space Standards				
	Required			
Standards	*Ratio*	*Trees*	*Provided*	*Compliance*
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	20 Trees	20 Trees	Y
• South	1 Tree / 20 Linear Feet	25 Trees	2 Trees	*N
• East	1 Tree / 20 Linear Feet	32 Trees	23 Trees	*N
• West	1 Tree / 20 Linear Feet	32 Trees	18 Trees	*N
TOTAL PERIMETER TREES		**109 Trees**	**63 Trees**	***N**

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	6 Trees	0 Trees	*N
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	10 Feet		10 Feet	Y
• South	6 Feet		0 Feet	*N
• East	6 Feet		3.5 Feet	*N
• West	6 Feet		0 Feet	*N
Wall Height	6 to 8 Feet Adjacent to Residential		8 Feet	Y

** Waivers of Title 19.06 landscaping buffer requirements have been requested to allow a 3.5-foot buffer along the east perimeter where six feet is required; a zero-foot buffer along the southern perimeter where six feet is required and a zero-foot buffer along a portion of the western perimeter where six feet is required. The applicant has also requested Exceptions to allow zero trees where three trees are required in the parking lot and trees spaced at 30 feet off center within the landscape buffer areas.*

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Bonanza Road	Primary Arterial	Planned Streets and Highways Map	100	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Multi-Family Residential Development	80-units [(53–2 bedroom & 27 -3 bedroom units)]	1.75: 2 bedroom units / 2: 3 bedroom units; plus 1:6 units throughout the development	161				

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Commercial Recreation / Amusement (Indoor)	2,998 SF	1:200 SF	15				
TOTAL SPACES REQUIRED			176		135		*N
Regular and Handicap Spaces Required			170	6	130	5	*N
Percent Deviation			23%				

**The applicant has request a Variance (VAR-56712) to allow 135 parking spaces where 176 parking spaces are the minimum required.*

Waivers		
Requirement	***Request***	***Staff Recommendation***
A six-foot landscape buffer is required along all interior lot lines	To allow a 3.5-foot buffer along the east perimeter where six feet is required; a zero-foot buffer along the southern perimeter where six feet is required and a zero-foot buffer along a portion of the western perimeter where six feet is required.	Approval

Exceptions		
Requirement	***Request***	***Staff Recommendation***
One parking-lot finger island with shade tree for every six uncovered parking spaces and 1 tree at the end of each row.	To allow zero shade trees in a parking lot.	Approval
One 24”-box tree per 20 linear feet within the landscape buffer areas	To allow 24”-box trees spaced in excess of 20 feet within the landscape buffer areas	Approval

ANALYSIS

The subject site consists of 7.27 acres located at 4901 East Bonanza Road. The applicant has requested a General Plan Amendment (GPA-56713) of the Southeast Sector Land Use Plan from MLA (Medium Low Attached Density Residential) land use district to the M (Medium Density Residential) land use district. In addition, the applicant has also requested a Rezoning (ZON-56715) to amend the zoning designation from R-MH (Mobile/Manufactured Home Residential) to R-3 (Medium Density Residential). The Medium Low Attached Density Residential land use district and Medium Density Residential zoning designation allow a variety of multi-family units such as townhouses and low density apartments, which is why staff supports the proposed land use and zoning modifications.

The applicant has requested a Site Development Plan Review (SDR-56711) to develop the subject site with a Multi-Family Residential Development land use. A private drive with gated entry will provide internal circulation; both dedicated off-street parking areas in front of the proposed units and garage areas will provide the primary parking for the site. The proposed development will consist of 80 one-story units, a 2,998 square-foot clubhouse and a pool and picnic area. Waivers of Title 19.06 landscaping buffer requirements have been requested to allow a 3.5-foot buffer along the east perimeter where six feet is required; a zero-foot buffer along the southern perimeter where six feet is required and a zero-foot buffer along a portion of the western perimeter where six feet is required. Staff has determined the proposed development is compatible with surrounding development in the area, and the requested Waivers and will have a minimal negative impact to the surrounding commercial development.

In addition, Exceptions are required to allow zero trees where three trees are required in the parking lot and to allow trees spaced at 30feet off center within the landscape buffer areas. The parking lot already exists and the hardscape that surrounds the parking lot does not allow ample room to plant the required trees. This exception is off-set by the fact that the parking lot is adjacent to the required 10-foot wide front landscape buffer that has trees placed every 24 feet on center. The submitted landscaping plan indicates that the primary tree species utilized in the perimeter landscaping buffer areas are a combination of 24”-box Bottle Trees and Mondell Pine Trees spaced 30 feet off center. Adjacent to Bonanza Road there are existing Mexican Fan Palm trees will remain in place with a combination of five-gallon Canary Palm Trees and 24”-box Bottle Trees and Mondell Pines trees placed 22 feet off center.

The applicant has also requested a Variance (VAR-56712) to allow 135 on-site parking spaces where 176 parking spaces are the minimum required for the proposed use. The applicant has provided 70 additional tandem parking spaces, which cannot be counted towards the overall on-site total because of their placement behind the proposed garage spaces; which will provide the additional parking on-site. The addition of the proposed 80-unit Multi-Family Development would create a site with insufficient parking and result in a 23% deviation from standard parking requirements.

This project is supported indirectly by 2.1.5a of the Neighborhood Revitalization section of the Housing Element which states in part: "The City shall amend its Zoning Ordinance and Subdivision Ordinance, as necessary, to allow for accessory apartments and reduced setbacks, under certain tightly controlled conditions, including provision of adequate parking, where such measures will increase the viability and attractiveness of selected forms of infill development." Although, not a traditional "infill" project, it meets the definition since it is currently a vacant, underutilized parcel of land in a mature neighborhood.

Staff has determined that the proposed project will operate in harmony with the surrounding neighborhood and that it will further the City's goal of neighborhood revitalization of mature areas by actively utilizing a vacant parcel, staff recommends approval of all applications to develop an 80-unit Multi-Family Residential development on the site.

FINDINGS (GPA-56713)

Section 19.16.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The intensity of the proposed M (Medium Density Residential) is compatible with the adjacent residential land uses.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The site is adjacent to commercial and multi-family residential (apartment) land uses. The proposed R-3 (Medium Density Residential) zoning designation is compatible with adjacent uses.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   The site is located in a fully developed section of the city that has all the transportation, recreation, and utilities to service the project.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   There are no other plans that directly apply to this site.

FINDINGS (ZON-56715)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   A General Plan Amendment (GPA-56713) has been submitted along with this application to amend the land use designation from MLA (Medium Low Attached Density Residential) to the M (Medium Density Residential) land use district; upon approval the proposed R-3 (Medium Density Residential) zoning district will conform.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The proposed R-3 (Medium Density Residential) zoning district will be compatible with surrounding commercial and multi-family land uses in the surrounding area.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   There is a continuing need for new residential property in the city and this project will address this need.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   Access to this site is provided from Bonanza Road, a fully improved 100-foot wide Primary Arterial Street as designated by the Planned Streets and Highways Map. The proposed 80-unit multi-family residential development will be sufficiently served by existing roadway facilities.

FINDINGS (VAR-56712)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

This is a unique circumstance; the applicant has provided 70 additional tandem parking spaces which cannot be counted towards the overall on-site total because of their placement behind the proposed garage spaces; which will provide the additional parking on-site. In view of the existing conditions of the site's physical characteristics, it is concluded that the applicant's hardship is not preferential in nature, and it is thereby within the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (SDR-56715)

In order to approve a Site Development Plan Review 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 multi-family residential development is compatible with adjacent commercial and multi-family residential development and development in the area since this is re-establishing a former use on the site.

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 development will be consistent with the General Plan once the accompanying amendment is approved. With the exception of the request for a Variance and Exception of the Title 19 parking lot landscape and landscape buffer standards, these requests are minor in nature and will not negatively impact the surrounding land uses.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

The site is accessed from Bonanza Road, designated as a 100-foot Primary Arterial by the Planned Streets and Highways Map, and will provide adequate access to the site. Site access and circulation will not negatively impact adjacent roadways and neighborhood traffic.

4. Building and landscape materials are appropriate for the area and for the City;

The submitted plans indicate the proposed residential units will be one-story wooden framed structures approximately 12.5 feet in height. Aesthetically the proposed units will look similar to single-family / duplex units, which are appropriate for the area. Landscape materials are also appropriate for the area and city. The submitted landscaping plan indicates that the primary tree species utilized in the perimeter landscaping buffer areas are a combination of 24"-box Bottle Trees and Mondell Pine Trees spaced 30 feet off center. Adjacent to Bonanza Road there are existing Mexican Fan Palm trees will remain in place with a combination of five-gallon Canary Palm Trees and 24"-box Bottle Trees and Mondell Pines trees placed 22 feet off center.

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 submitted building elevations indicate the proposed residential units will be one-story structures and have concrete tile roofing with painted plaster exteriors utilizing earth tone colors which are appropriate for 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 measures will be taken to protect the health, safety, and general welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 256 - GPA-56713 & ZON-56715 [PRJ-55891] (By City Clerk)
256 - VAR-56712 & SDR-56711 [PRJ-55891] (By City Clerk)

APPROVALS 0

PROTESTS 0

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: GPA-56713 APN: 140-32-502-002

Name of Property Owner: Bonanza Springs LLC

Name of Applicant: Merlin Hardy

Name of Representative: Merlin Hardy

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: N/A

Partner(s): N/A N/A

APN: N/A

Signature of Property Owner: Merlin Hardy

Print Name: Merlin Hardy

State of Nevada County of Clark
Subscribed and sworn before me

This 29th day of October, 2013

Carol Davis
Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
CAROL DAVIS
No: 94-0509-1
My Appointment Expires Oct 3, 2014

PRJ-55891
10/29/14

CLV Planning - Application Form

Application Number:	PRJ-55891
Application/Petition For:	Bonanza Springs Resort Homes - SDR, ZON & VAR
ProjectAddress (Location):	4901 EAST BONANZA ROAD
Project Name	BONANZA SPRINGS RESORT HOMES - MINOR SDR & ZON
Assessors Parcel #(s):	14032502002
Ward #:	WARD 3 (BOB COFFIN)
Is the Application Information Correct:	Yes
If no, ...change what	
General Plan Designation: Proposed:	M
Zoning District: Proposed:	R-3 - Medium Density Residential
Gross Acres:	7.28
Lots/Units:	1 Lot / 80 Units + Clubhouse
Additional Information:	
Applicant First Name:	Merlin
Applicant Last Name:	Hardy
Applicant Address:	4901 East Bonanza Road
Applicant City:	Las Vegas
Applicant State:	Nevada
Applicant Zip:	89110
Applicant Phone:	702.376.4937
Applicant Fax:	
Applicant Email:	hardydevelopment@cox.net
Rep First Name:	Merlin
Rep Last Name:	Hardy
Rep Address:	4901 East Bonanza Road
Rep City:	Las Vegas
Rep State:	Nevada
Rep Zip:	89110
Rep Phone:	702.376.4937
Rep Fax:	
Rep Email:	hardydevelopment@cox.net

GPA-56713, ZON-56715, VAR-56712 and SDR-56711

CLV Planning - Application Form

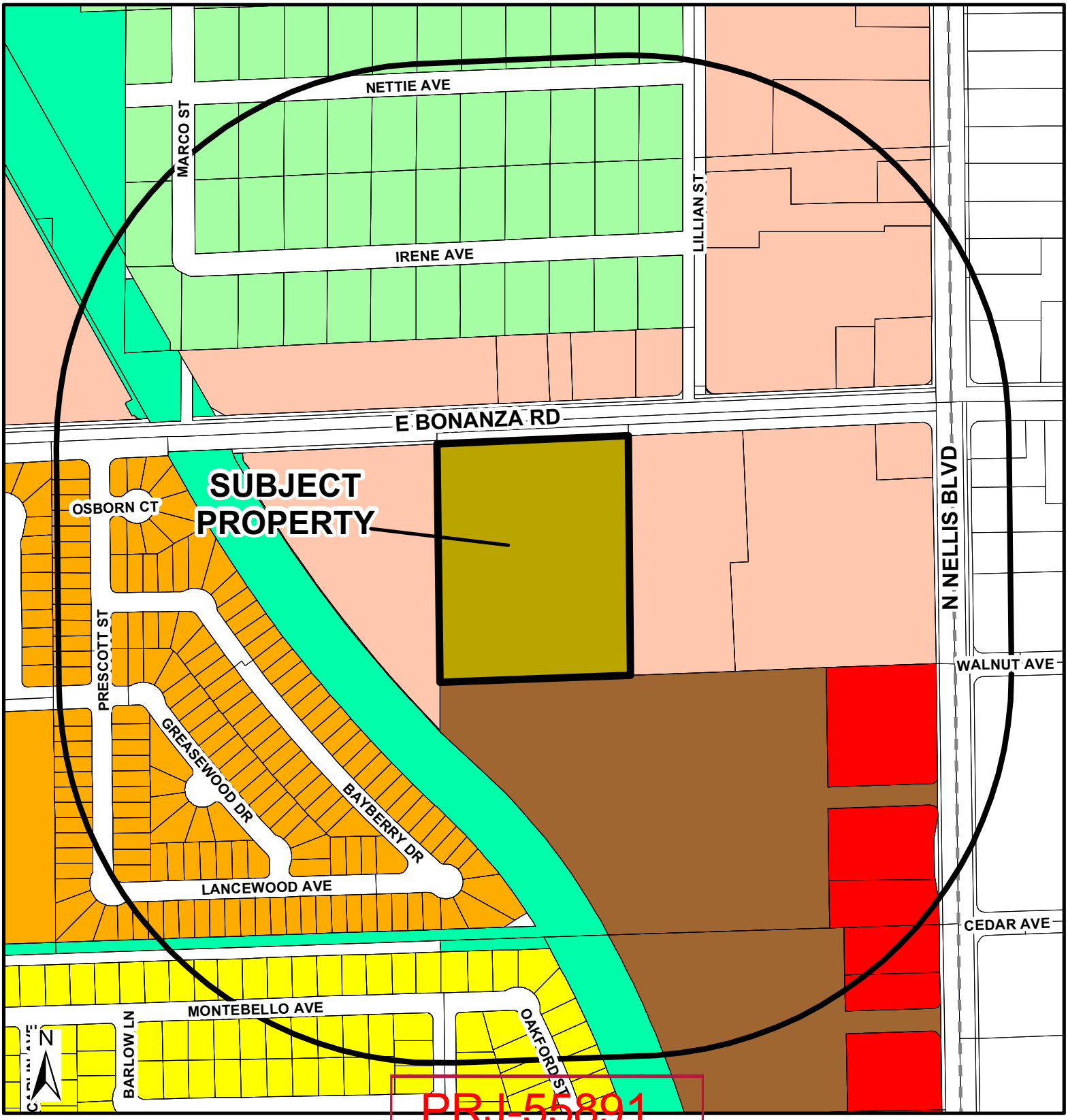
I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application 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. I Accept:	Yes
Is the Owner Information Correct:	Yes
If no, ...change what	The owner of the property is Bonanza Springs LLC

Owner(s)	ADDR1	ADDR2
6 MARSHFIELD RD LAS		VEGAS, NV 89135-1324

CLVEPLAN Applicant	Company	Title	Email
Merlin Hardy	Hardy Development	Contractor	hardydevelopment@cox.net

GPA-56713, ZON-56715, VAR-56712 and SDR-56711

GPA-56713



PRJ-55891

01/05/15

General Plan Amendment

- RNP - Rural Neighborhood Preservation
- RE - Rural Estates
- DR - Desert Rural
- R - Rural
- L - Low
- ML - Medium - Low
- MLA - Medium - Low Attached
- M - Medium
- H - High
- O - Office
- SC - Service Commercial
- GC - General Commercial
- GTC - Tourist Commercial
- LVMD - Las Vegas Medical District
- LI/R - Light Industrial / Research
- PCD - Planned Community Development
- PR-OS - Park/Recreation/ Open Space
- PF - Public Facility
- PF-CC Public Facility Clark County
- TC - Town Center
- RC - Resource Conservation
- C - Downtown - Commercial
- MXU - Downtown - Mixed Use
- TND - Tradional Neighborhood Development

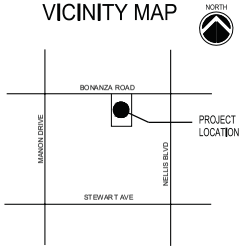
FROM MLA TO M

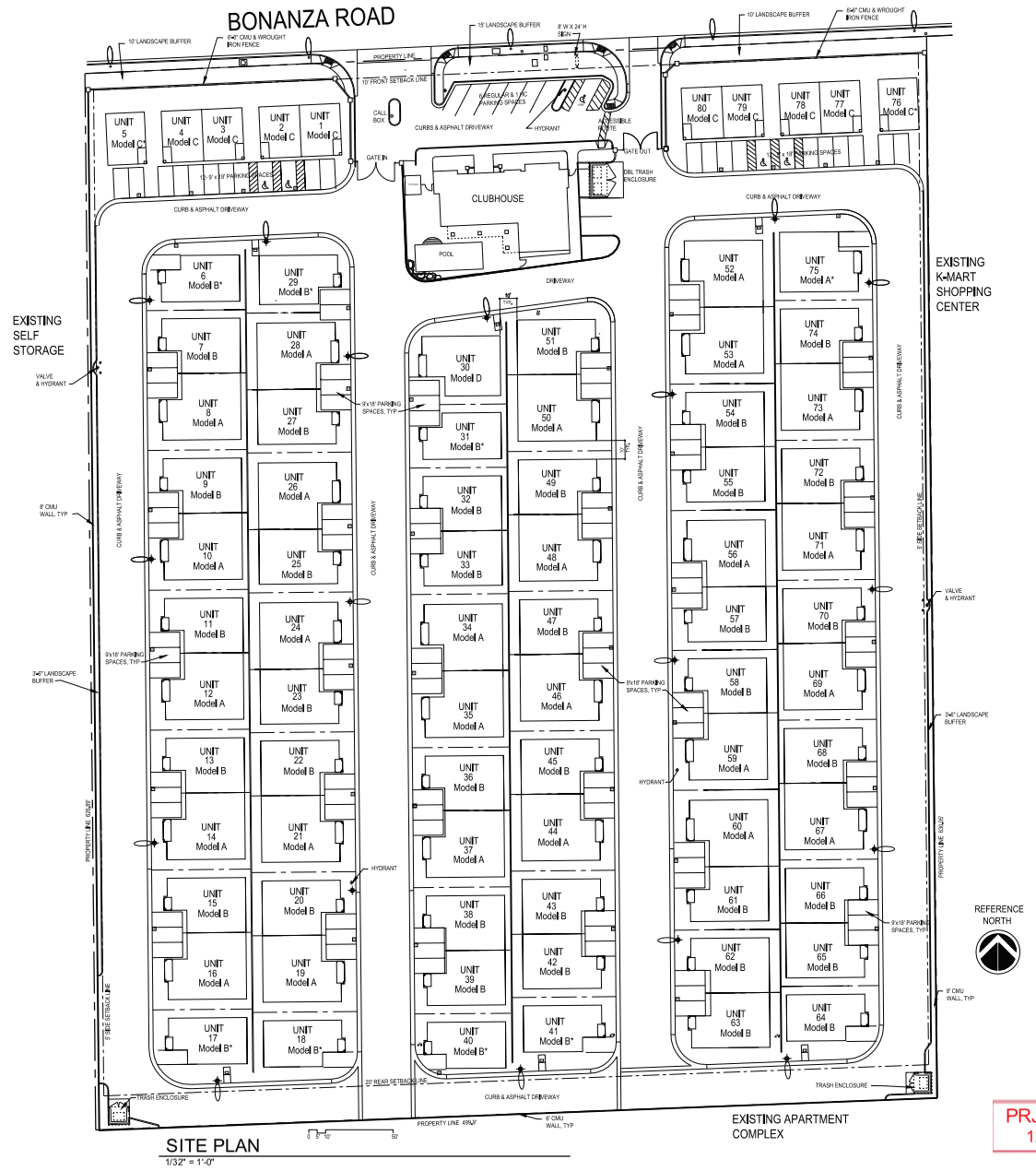
- Subject Property
- 1000ft Buffer
- City Limits

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 05, 2015

VICINITY MAP





PARKING ANALYSIS

1.75 PARKING SPACES REQD / 2 BDRM UNIT	1.75 X 53 = 93
2 PARKING SPACES REQD / 3 BDRM UNIT	2 X 27 = 54
1 GUEST PARKING SPACE REQD / 6 UNITS	80 / 6 = 14
1 PARKING SPACE REQUIRED / 200 SF PRIVATE COMMUNITY CENTER	2998 SF / 200 = 15
TOTAL REQUIRED	176
TOTAL EXTERIOR SPACES PROVIDED (INCLUDES 5 HC PARKING SPACES)	135
GARAGE PARKING SPACES PROVIDED IN UNITS 1 - 70	70
TOTAL PARKING SPACES PROVIDED	206

ALL PARKING SPACES STANDARD 9' X 18'

Rev.#	Date

HARDY DEVELOPMENT
Las Vegas, Nevada.
Phone (702) 376-4937 Fax (702) 453-5030
Lic # 0078608
E-Mail: hardydevelopment@cox.net

SITE PLAN

BONANZA SPRINGS RESORT HOMES
4901 EAST BONANZA ROAD
LAS VEGAS, NEVADA

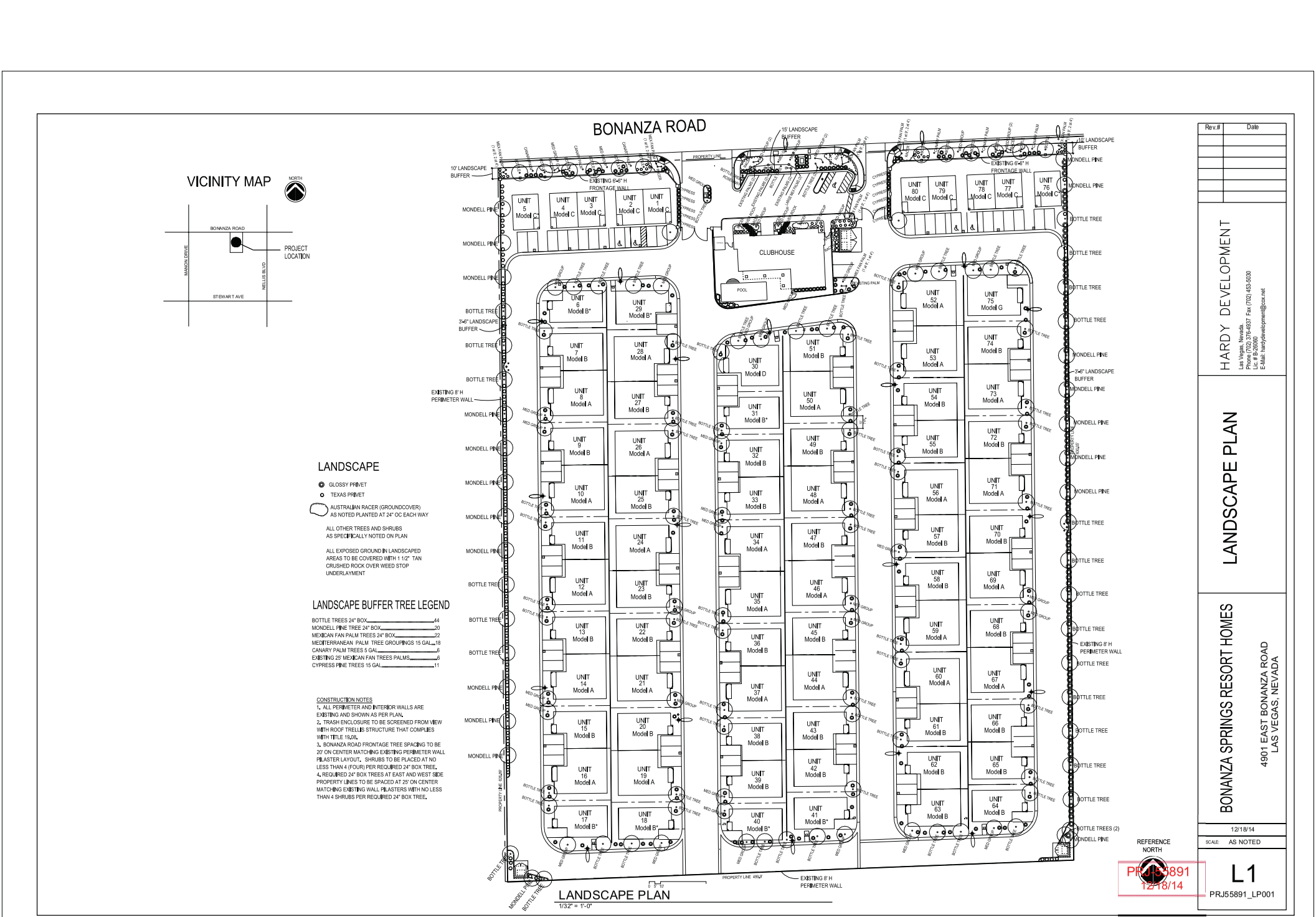
12/18/14

SCALE: AS NOTED

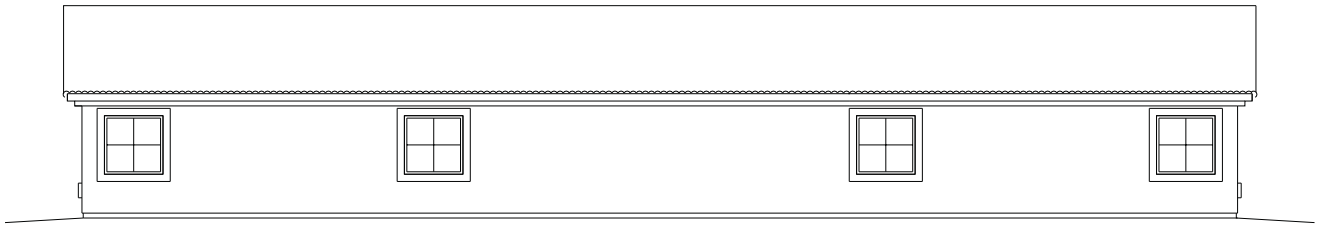
PRJ-55891
12/18/14

AS1
PRJ55891_SP001

GPA-56713, ZON-56715, VAR-56712 & SDR-56711 - REVISED

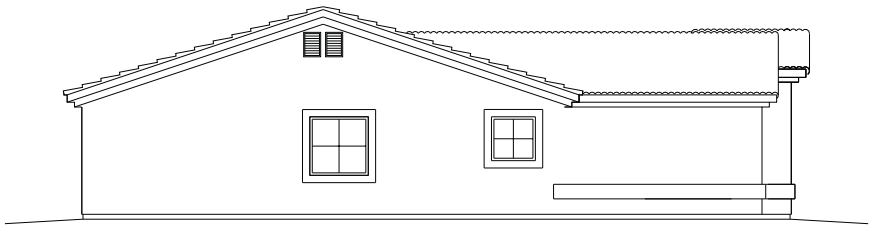


GPA-56713, ZON-56715, VAR-56712 & SDR-56711 - REVISED



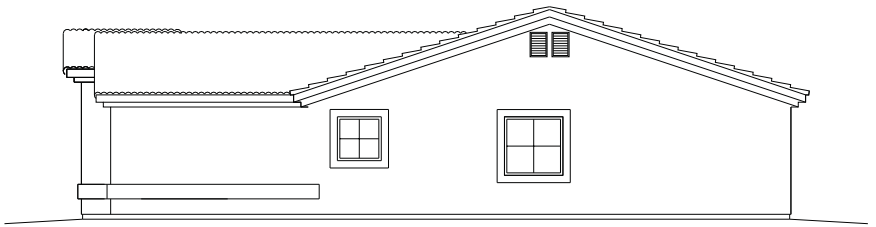
REAR ELEVATION - TWO C UNITS IN DUPLEX CONFIGURATION

SCALE: 1/4" = 1'-0"



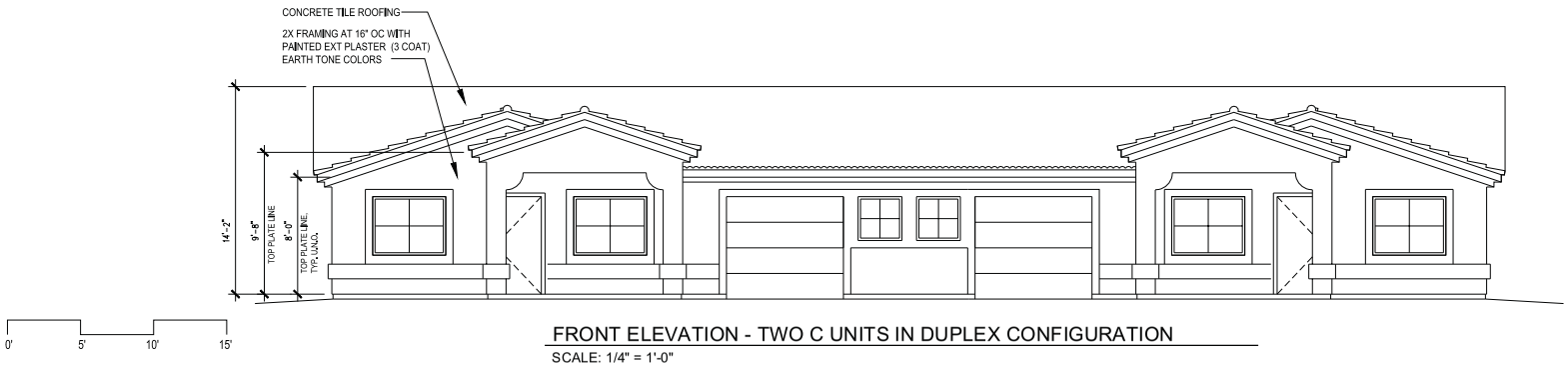
LEFT SIDE ELEVATION - TWO C UNITS IN DUPLEX CONFIGURATION

SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION - TWO C UNITS IN DUPLEX CONFIGURATION

SCALE: 1/4" = 1'-0"



FRONT ELEVATION - TWO C UNITS IN DUPLEX CONFIGURATION

SCALE: 1/4" = 1'-0"

Rev.#	Date

HARDY DEVELOPMENT

Las Vegas, Nevada
Phone (702) 376-4937 Fax (702) 453-5030
Lic.# 0062969
E-Mail: hardydevelopment@cox.net

ELEVATIONS

HOME DESIGN "A"
BONANZA SPRINGS RESORT

4901 EAST BONANZA ROAD
LAS VEGAS, NEVADA

10/20/14

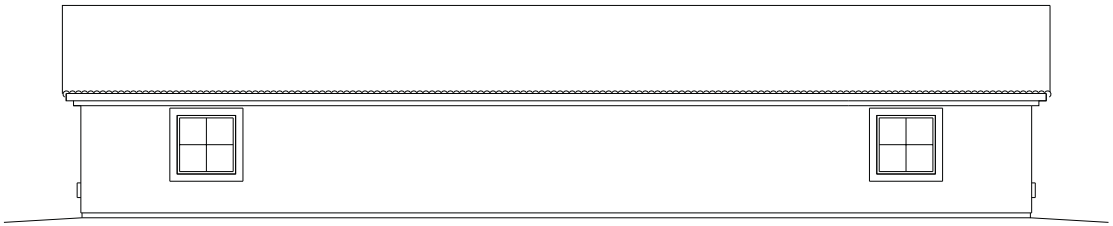
SCALE: AS NOTED

PRJ-55891
10/29/14

A1.A

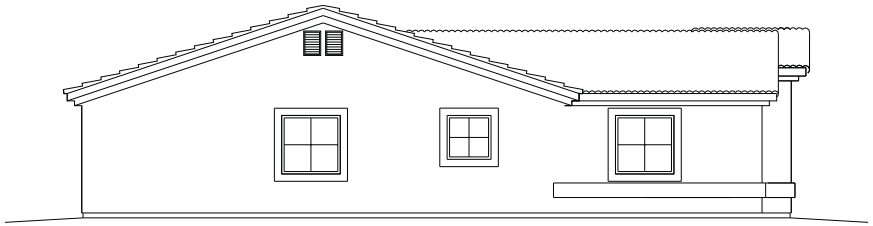
PRJ55891_EV001

GPA-56713, ZON-56715, VAR-56712 and SDR-56711



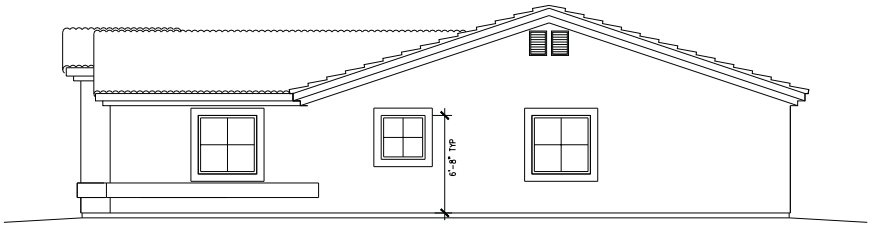
REAR ELEVATION - TWO C UNITS IN DUPLEX CONFIGURATION

SCALE: 1/4" = 1'-0"



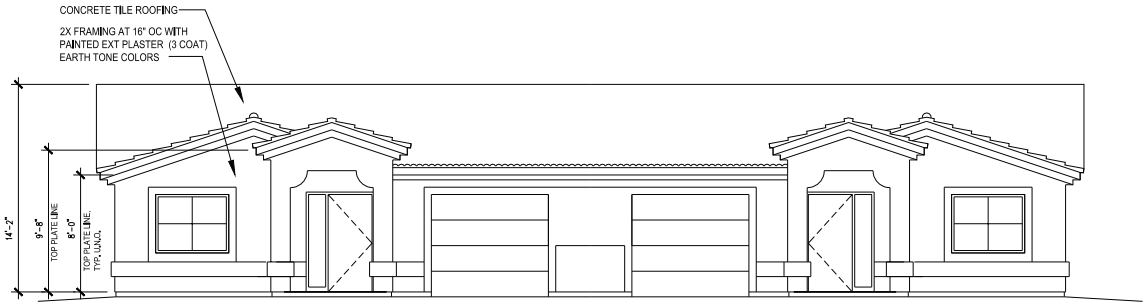
LEFT SIDE ELEVATION - TWO C UNITS IN DUPLEX CONFIGURATION

SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION - TWO C UNITS IN DUPLEX CONFIGURATION

SCALE: 1/4" = 1'-0"



0' 5' 10' 15'

FRONT ELEVATION - TWO C UNITS IN DUPLEX CONFIGURATION

SCALE: 1/4" = 1'-0"

Rev.#	Date

HARDY DEVELOPMENT
Las Vegas, Nevada
Phone (702) 376-4937 Fax (702) 453-5030
Lic.# 0062993 Lic.# 0062993
E-Mail: hardydevelopment@cox.net

ELEVATIONS

HOME DESIGN "B"
BONANZA SPRINGS RESORT
4901 EAST BONANZA ROAD
LAS VEGAS, NEVADA

10/20/14

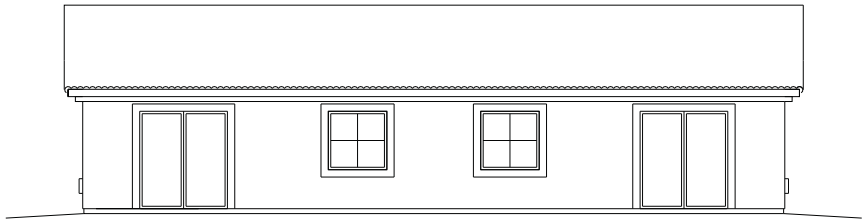
SCALE: AS NOTED

PRJ-55891
10/29/14

A1.B

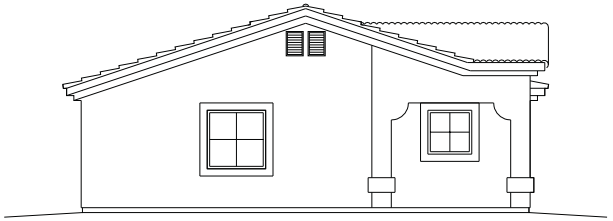
PRJ55891_EV002

GPA-56713, ZON-56715, VAR-56712 and SDR-56711



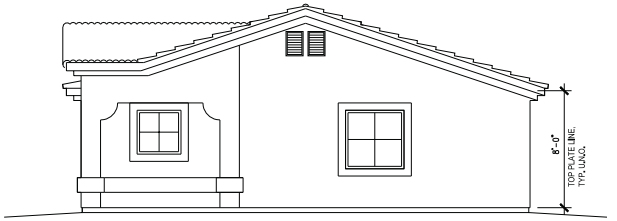
REAR ELEVATION - TWO C UNITS IN DUPLEX CONFIGURATION

SCALE: 1/4" = 1'-0"



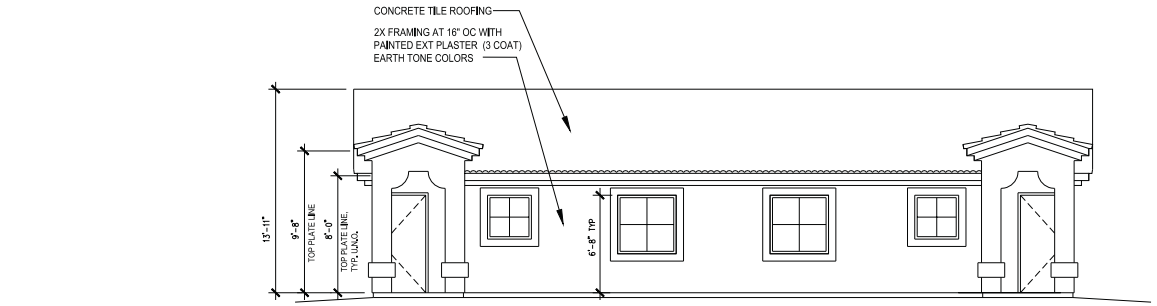
LEFT SIDE ELEVATION - TWO C UNITS IN DUPLEX CONFIGURATION

SCALE: 1/4" = 1'-0"



RIGHT SIDE ELEVATION - TWO C UNITS IN DUPLEX CONFIGURATION

SCALE: 1/4" = 1'-0"



FRONT ELEVATION - TWO C UNITS IN DUPLEX CONFIGURATION

SCALE: 1/4" = 1'-0"

Rev.#	Date

HARDY DEVELOPMENT
Las Vegas, Nevada
Phone (702) 376-4937 Fax (702) 453-5030
Lic.# 0062903
E-Mail: hardydevelopment@cox.net

ELEVATIONS

HOME DESIGN "C"
BONANZA SPRINGS RESORT
4901 EAST BONANZA ROAD
LAS VEGAS, NEVADA

10/20/14

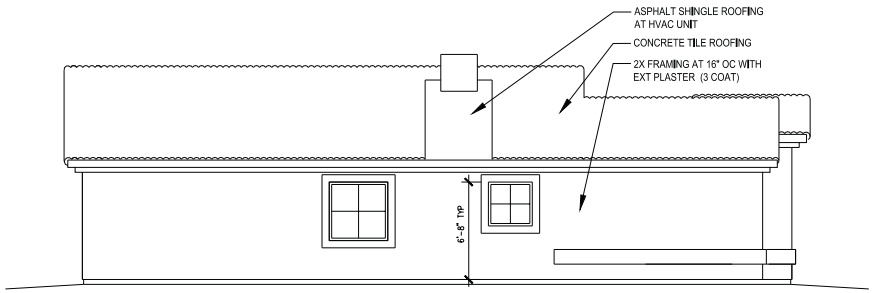
SCALE: AS NOTED

PRJ-55891
10/29/14

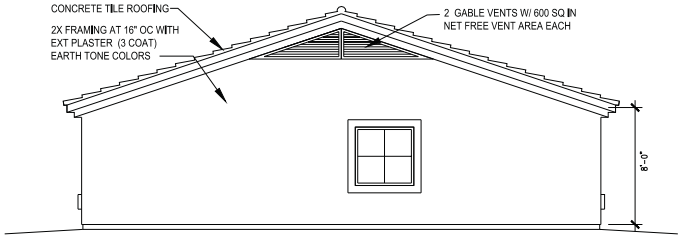
A1.C

PRJ55891_EV003

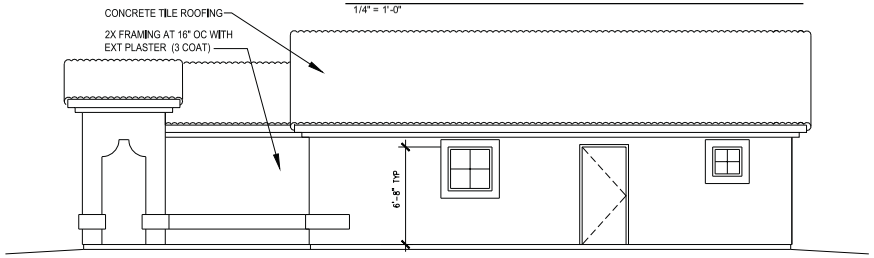
GPA-56713, ZON-56715, VAR-56712 and SDR-56711



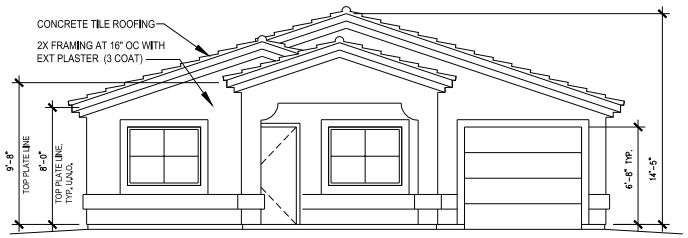
SIDE ELEVATION
1/4" = 1'-0"



REAR ELEVATION
1/4" = 1'-0"



SIDE ELEVATION
1/4" = 1'-0"



0' 5' 10' 15'

FRONT ELEVATION
1/4" = 1'-0"

Rev.#	Date

HARDY DEVELOPMENT
Las Vegas, Nevada
Phone (702) 376-4937 Fax (702) 453-5030
Lic # 0080603
E-Mail: hardydevelopment@cox.net

ELEVATIONS

HOME DESIGN "D"
BONANZA SPRINGS RESORT
4901 EAST BONANZA ROAD
LAS VEGAS, NEVADA

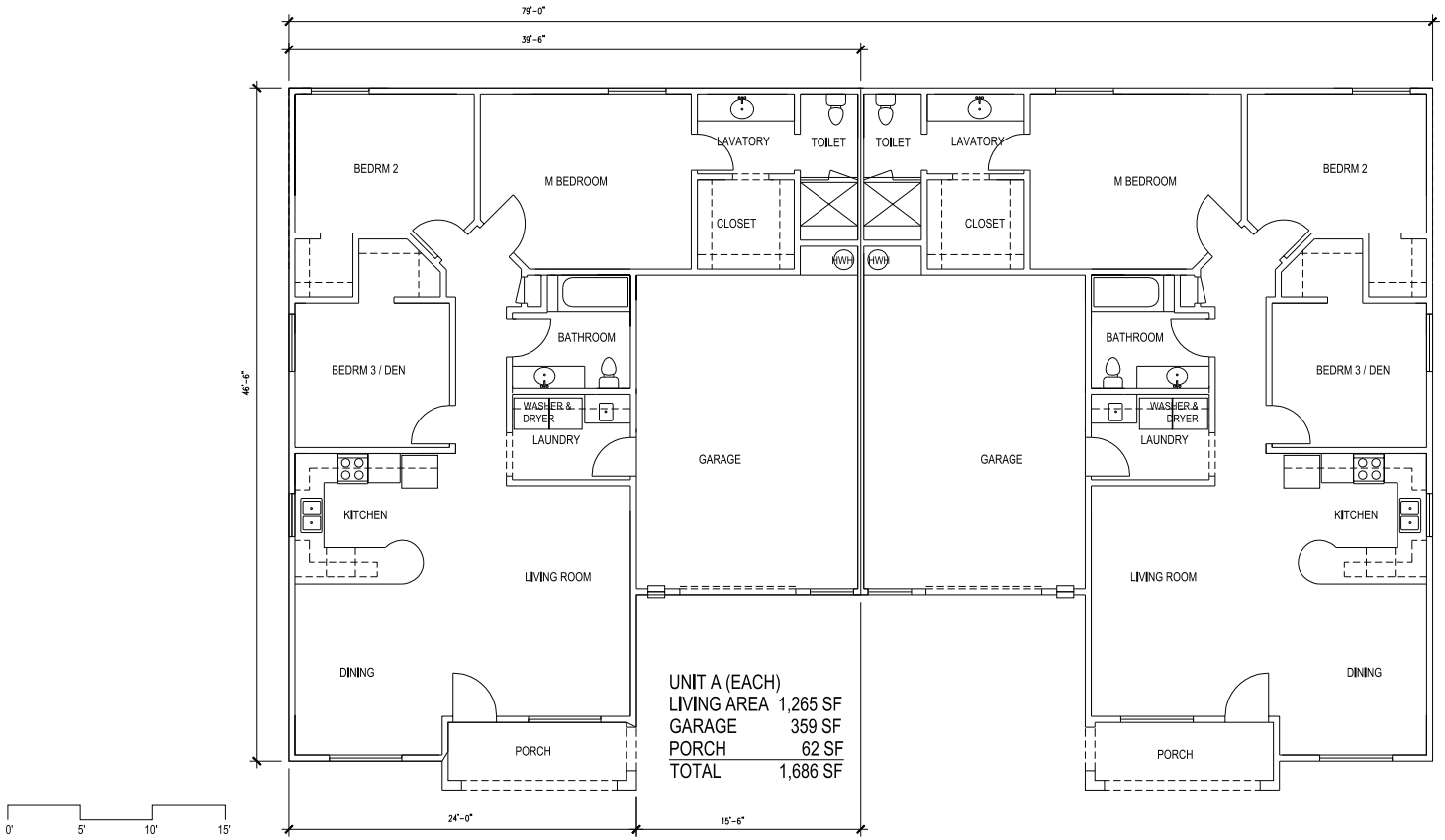
10/20/14

SCALE: AS NOTED

PRJ-55891
10/29/14

A1.D
PRJ55891_EV004

GPA-56713, ZON-56715, VAR-56712 and SDR-56711



FLOOR PLAN - TWO A UNITS IN DUPLEX CONFIGURATION

SCALE: 1/4" = 1'-0"

Rev.#	Date

HARDY DEVELOPMENT

Las Vegas, Nevada
Phone (702) 376-4937 Fax (702) 453-5030
Cell # (702) 499-5903
E-Mail: hardydevelopment@cox.net

FLOOR PLAN

HOME DESIGN "A"
BONANZA SPRINGS RESORT

4901 EAST BONANZA ROAD
LAS VEGAS, NEVADA

10/20/14

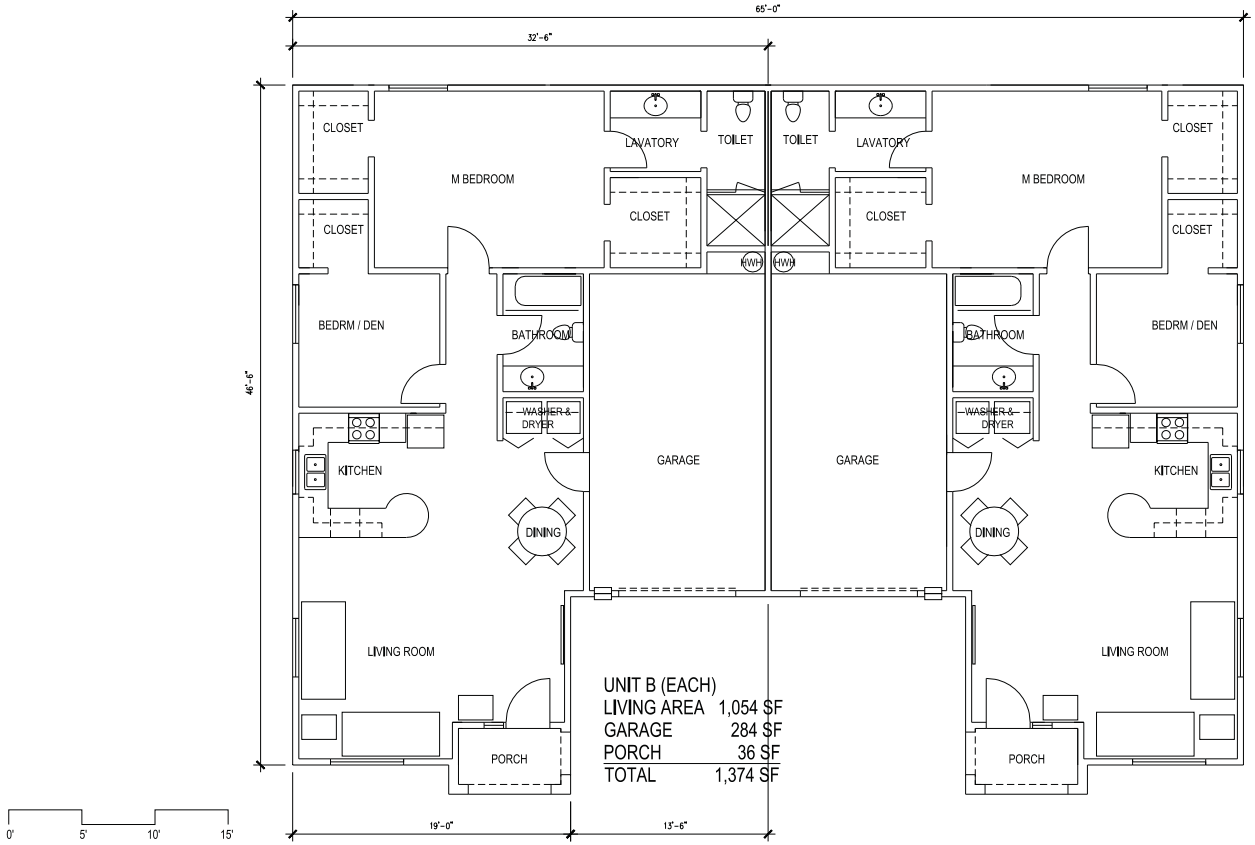
SCALE: AS NOTED

PRJ-55891
10/29/14

A1.A

PRJ55891_FP001

GPA-56713, ZON-56715, VAR-56712 and SDR-56711



FLOOR PLAN - TWO B UNITS IN DUPLEX CONFIGURATION

SCALE: 1/4" = 1'-0"

Rev.#	Date

HARDY DEVELOPMENT

Las Vegas, Nevada
Phone (702) 376-4937 Fax (702) 453-5030
Lic.# 0078603
E-Mail: hardydevelopment@cox.net

FLOOR PLAN

HOME DESIGN "B"
BONANZA SPRINGS RESORT

4901 EAST BONANZA ROAD
LAS VEGAS, NEVADA

10/20/14

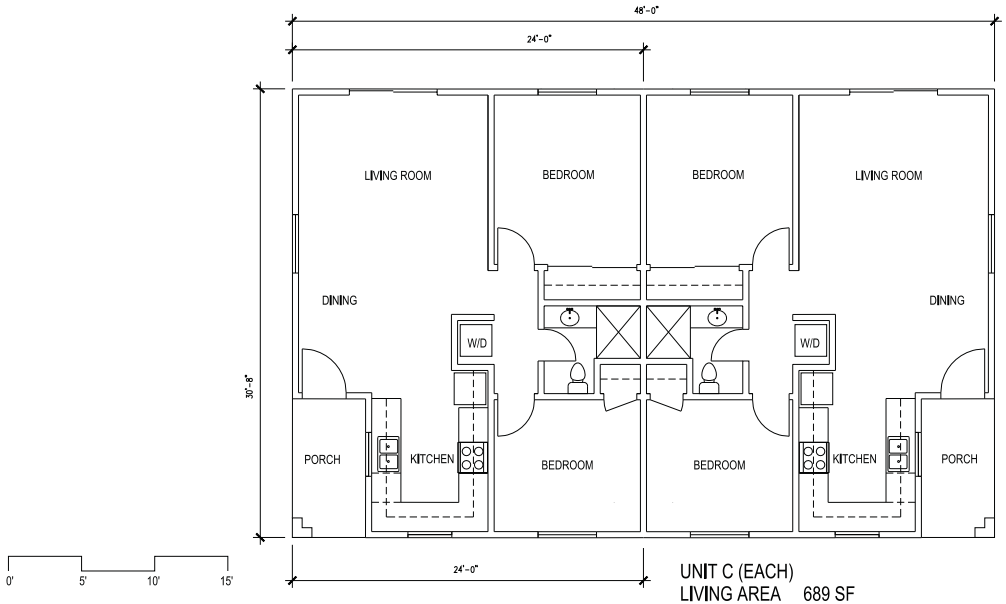
SCALE: AS NOTED

PRJ-55891
10/29/14

A1.B

PRJ55891_FP002

GPA-56713, ZON-56715, VAR-56712 and SDR-56711



UNIT C (EACH)

LIVING AREA	689 SF
PORCH	47 SF
TOTAL	736 SF

FLOOR PLAN - TWO C UNITS IN DUPLEX CONFIGURATION

SCALE: 1/4" = 1'-0"

Rev.#	Date

HARDY DEVELOPMENT
Las Vegas, Nevada
Phone (702) 376-4937 Fax (702) 453-5030
Lic.# 0078603
E-Mail: hardydevelopment@cox.net

FLOOR PLAN

HOME DESIGN "C"
BONANZA SPRINGS RESORT
4901 EAST BONANZA ROAD
LAS VEGAS, NEVADA

10/20/14

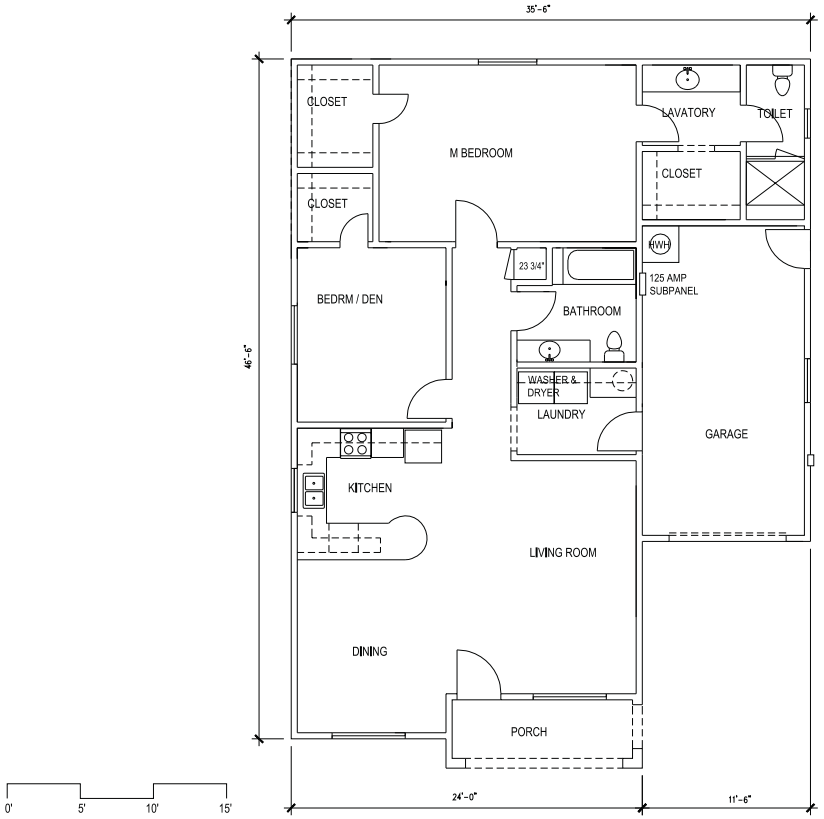
SCALE: AS NOTED

PRJ-55891
10/29/14

A1.C

PRJ55891_FP003

GPA-56713, ZON-56715, VAR-56712 and SDR-56711



FLOOR PLAN - UNIT D

1/4" = 1'-0"

UNIT D	
LIVING AREA	1,205 SF
GARAGE	255 SF
PORCH	62 SF
TOTAL	1,686 SF

Rev.#	Date
1	5/28/14

HARDY DEVELOPMENT
Las Vegas, Nevada
Phone (702) 376-4937 Fax (702) 453-5030
Lic # 0067603
E-Mail: hardydevelopment@cox.net

FLOOR PLAN

HOME DESIGN "D"
BONANZA SPRINGS RESORT
4901 EAST BONANZA ROAD
LAS VEGAS, NEVADA

10/20/14

SCALE: AS NOTED

PRJ-55891
10/29/14

A1.D

PRJ55891_FP004

GPA-56713, ZON-56715, VAR-56712 and SDR-56711

Real Property Management
4190 McLeod Drive, 2nd Floor
Las Vegas, NV 89121

School Development Tracking Form

http://ccsd.net/departments/real-property

Date Filed 12/08/2014 **Application Number** PRJ55891, GPA56713, SDR56711, VAR **Entity** LV

Company Name Bonanza Springs, LLC

Contact Name

Contact Mailing Address

City **State** **Zip Code**

Phone **Mobile** **Fax** **Email**

Project Name Bonanza Springs Resort Homes

Project Description 4901, 4909 and 4980 East Bonanza Rd

APN's 140-32-502-002

Student Yield		Elementary School		Middle School		High School	
Single-Family Units (1)		x 0.195 =	0	x 0.102 =	0	x 0.135 =	0
Multi-Family Units (2)	80	x 0.135 =	11	x 0.056 =	4	x 0.062 =	5
Resort Condo Units (3)							
Total			11		4		5

(1) *Single Family unit is defined as single family detached home, mobile home, and town homes.*
(2) *Multi-Family unit is defined as apartment, multiplexes, and condominiums.*
(3) *Resort Condominium units for tracking purposes only.*

** To be completed by CCSD*

Schools Serving the Area*

Name	Address	Grade	Capacity	Enrollment	Site Date
Rundle ES	425 N. Christy Lane	K-5	663	754	10/17/14
Keller ES	5445 Cedar Ave	K-5	783	746	10/17/14
Robison MS	825 Marion Dr	6-8	1289	1215	10/17/14
Eldorado HS	1139 N. Linn Lane	9-12	2474	1930	10/17/14

*** CCSD Comments** Rundle ES is over capacity for the 2014-15 school year. Rundle ES is 23.23% over capacity.

No new schools are planned for the area.

☐ Approved ☐ Disapproved

GPA-56713 & SDR-56711

GPA-56713 [PRJ-55891] - GENERAL PLAN AMENDMENT RELATED TO ZON-56715, VAR-56712 AND SDR-56711 - APPLICANT: MERLIN HARDY - OWNER: BONANZA SPRINGS, LLC
4901 EAST BONANZA ROAD

12/04/14

GPA-56713 [PRJ-55891] - GENERAL PLAN AMENDMENT RELATED TO ZON-56715, VAR-56712 AND SDR-56711 - APPLICANT: MERLIN HARDY - OWNER: BONANZA SPRINGS, LLC
4901 EAST BONANZA ROAD

12/04/14

GPA-56713 [PRJ-55891] - GENERAL PLAN AMENDMENT RELATED TO ZON-56715, VAR-56712 AND SDR-56711 - APPLICANT: MERLIN HARDY - OWNER: BONANZA SPRINGS, LLC
4901 EAST BONANZA ROAD

12/04/14

GPA-56713 [PRJ-55891] - GENERAL PLAN AMENDMENT RELATED TO ZON-56715, VAR-56712 AND SDR-56711 - APPLICANT: MERLIN HARDY - OWNER: BONANZA SPRINGS, LLC
4901 EAST BONANZA ROAD

12/04/14

GPA-56713 [PRJ-55891] - GENERAL PLAN AMENDMENT RELATED TO ZON-56715, VAR-56712 AND SDR-56711 - APPLICANT: MERLIN HARDY - OWNER: BONANZA SPRINGS, LLC
4901 EAST BONANZA ROAD

12/04/14

GPA-56713 [PRJ-55891] - GENERAL PLAN AMENDMENT RELATED TO ZON-56715, VAR-56712 AND SDR-56711 - APPLICANT: MERLIN HARDY - OWNER: BONANZA SPRINGS, LLC
4901 EAST BONANZA ROAD

12/04/14

GPA-56713 [PRJ-55891] - GENERAL PLAN AMENDMENT RELATED TO ZON-56715, VAR-56712 AND SDR-56711 - APPLICANT: MERLIN HARDY - OWNER: BONANZA SPRINGS, LLC
4901 EAST BONANZA ROAD

12/04/14

GPA-56713 [PRJ-55891] - GENERAL PLAN AMENDMENT RELATED TO ZON-56715, VAR-56712 AND SDR-56711 - APPLICANT: MERLIN HARDY - OWNER: BONANZA SPRINGS, LLC
4901 EAST BONANZA ROAD

12/04/14

GPA-56713 [PRJ-55891] - GENERAL PLAN AMENDMENT RELATED TO ZON-56715, VAR-56712 AND SDR-56711 - APPLICANT: MERLIN HARDY - OWNER: BONANZA SPRINGS, LLC
4901 EAST BONANZA ROAD

12/04/14

Dec 18, 2014

City of Las Vegas
Planning Department
333 N. Rancho Drive
Las Vegas, NV 89106

Bonanza Springs LLC
4901 East Bonanza Road
Las Vegas, NV 89110

Re: Justification Letter for the request for a Zone Change
for the Bonanza Springs Resort Homes

The Bonanza Springs Resort requests include:
A Site Development Review, for a proposed 80-unit multi-family residential development with waivers to allow; a 3'6"- foot buffer along the East and West perimeter where six feet is required; a zero-foot buffer along the southern perimeter where six feet is required; and a zero-foot buffer along a 60' portion of the western perimeter where six feet is required. These wavers are requested on a 7.27 acre lot, located at 4901 East Bonanza Road. Note: The North or Bonanza Frontage landscape buffer is at 10' as required.
In addition to the above we are requesting:
General Plan Amendment, from a "MLA" [medium low attached density residential] to a "M" [medium density residential].
Rezoning, from an "R-MH" [mobile/manufactured home residential] to a R-3 [medium density residential].
Variance, to allow 135 parking spaces where 176 are required, for a proposed 80-unit multi-family dwelling.
Exception, plantings in the landscape buffers on the East and West property lines are at 25' on center instead of the required 20' on center.
By providing conventionally framed "Patio Home" type dwelling units at our project, in lieu of mobile homes, we believe, will result in the much needed revitalization of the area, and it will create a more permanent, and substantial development for the Las Vegas Valley. It will also bring significantly greater monetary revenues, not only to the local construction workers and material suppliers, but to the City of Las Vegas in the form of building permits and fees. The purpose of this request is solely for Duplex and Patio Home type conventional framed structures, to be placed at this project as mentioned above, as apposed to manufactured homes, that we would have to purchase out of state and transport to our project. We are now trying to save the locations of existing roads, utilities, clubhouse, and other infrastructure previously applied for and approved, also the landscape buffers and set-back that were previously approved. However, landscape materials and plantings have now been substantially increased and beautified as part of this new proposal, see new and improved landscape plan. Trees are positioned at pilasters located 25' on center on the East and West property lines where 20' OC is required; to compensate for this more shrubs and other trees have been added in and around each buffer area to more then compensate for the additional 5' spacing add. Note also adjoining land use at the East and West property lines are commercial in nature. The South property line buffer is consistent with the adjoining property. Additionally, parking is not accurately counted because staff can not count the interior garage spaces now available as parking; because of the double parking rules of this zoning district. All application requests have been submitted for this approval, and we have worked extensively with the building and planning departments to resolve any and all possible present and forthcoming issues. We do appreciate your thoughtful consideration in approving this request.

Thank you

Merlin Hardy
Owner, Bonanza Springs LLC

PRJ-55891
12/18/14

GPA-56713, ZON-56715, VAR-56712 & SDR-56711 - REVISED

City of Las Vegas Agenda Item No.: **80.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

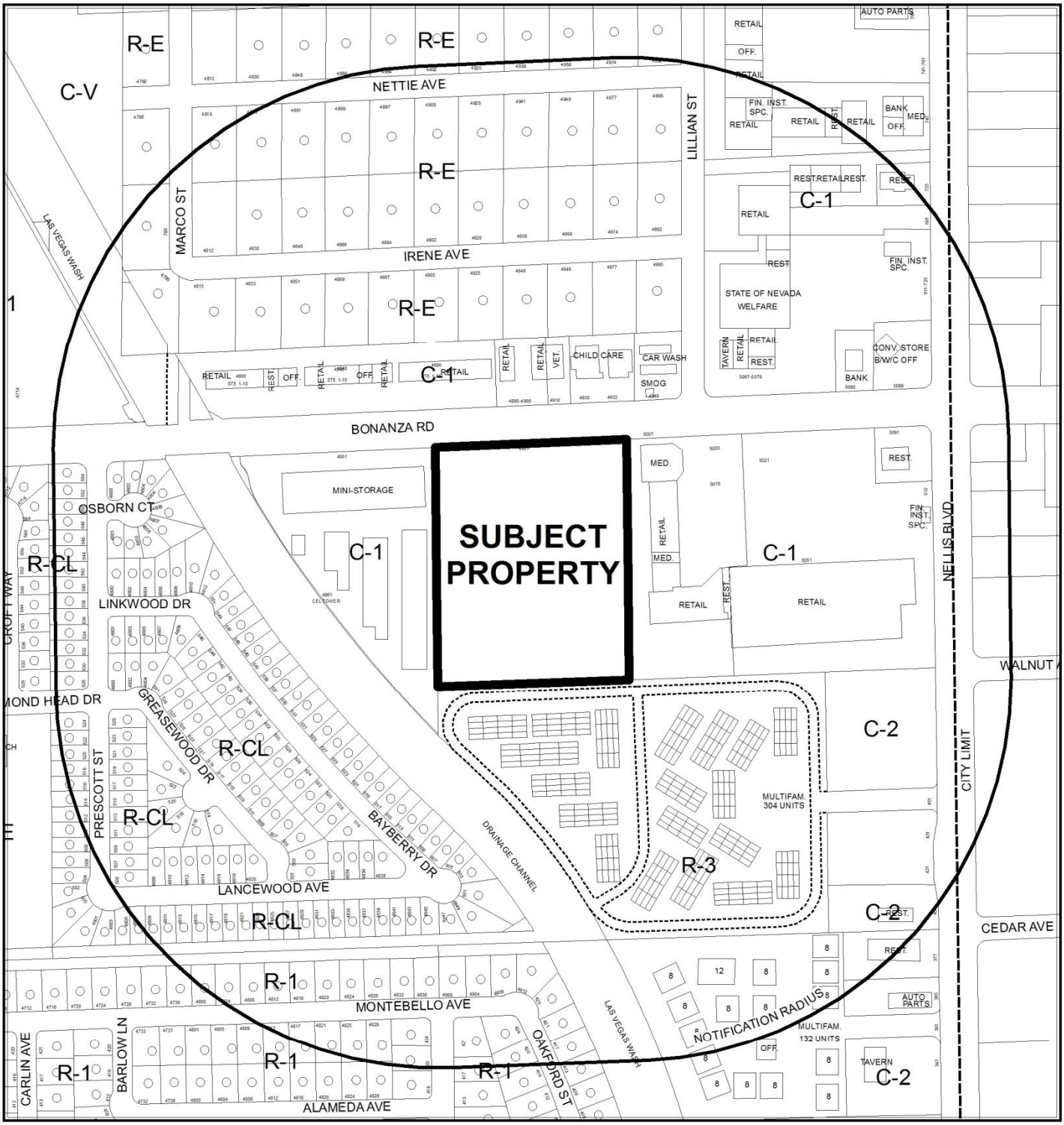
SUBJECT:
ZON-56715 - REZONING RELATED TO GPA-56713 - PUBLIC HEARING - APPLICANT: MERLIN HARDY - OWNER: BONANZA SPRINGS, LLC - For possible action on a request for a Rezoning FROM: R-MH (MOBILE / MANUFACTURED HOME RESIDENTIAL) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 7.27 acres at 4901 East Bonanza Road (APN 140-32-502-002), Ward 3 (Coffin) [PRJ-55891]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps - ZON-56715, VAR-56712 and SDR-56711 [PRJ-55891].docx
3. Supporting Documentation

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.



CASE: **ZON-56715, VAR-56712 AND SDR-56711 (PRJ-55891)**

0 300 600 Feet

RADIUS: 1000 FEET

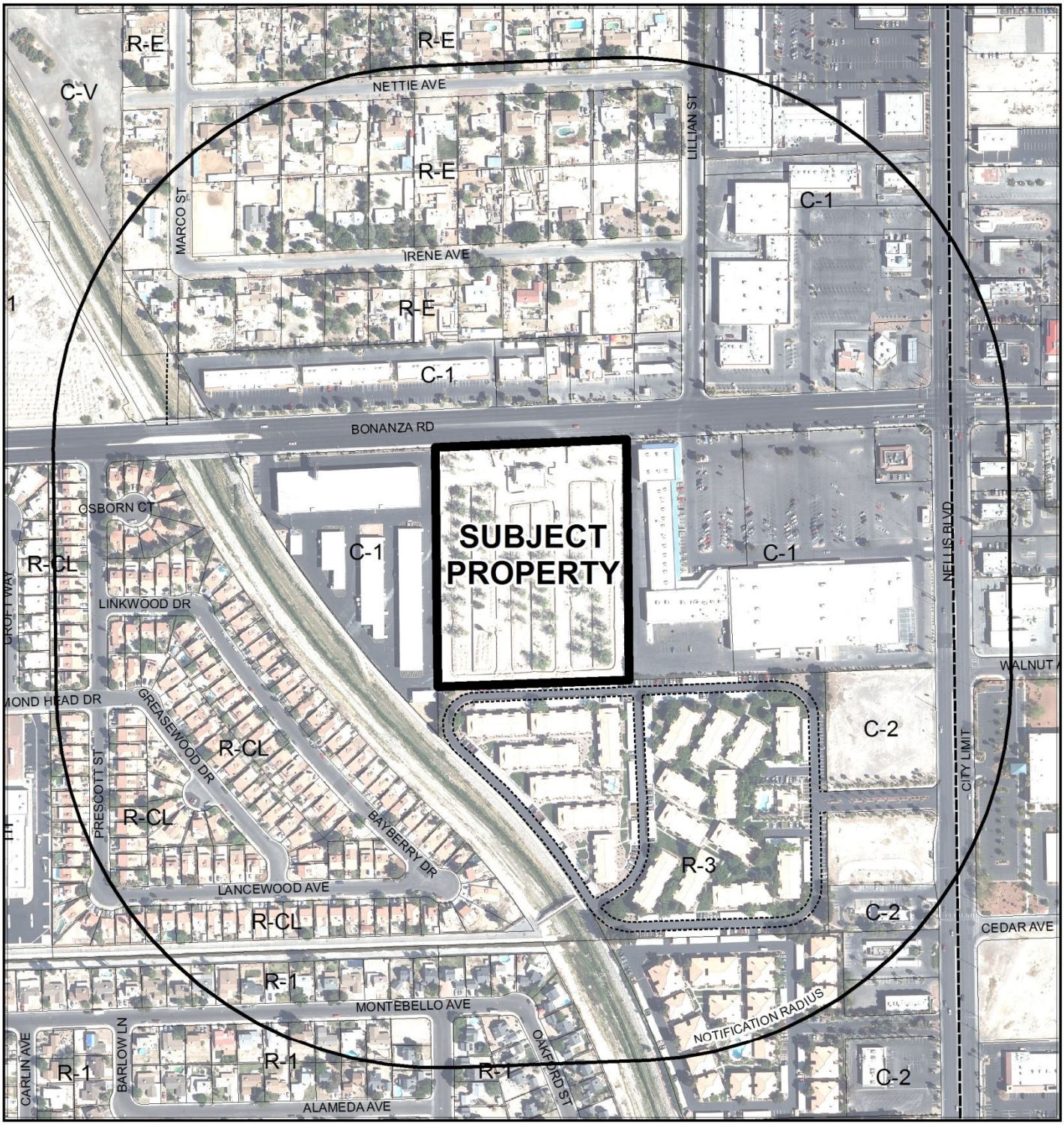
ZONING OF SUBJECT PROPERTY: R-MH (MOBILE/MANUFACTURED HOME)

PROPOSED ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)

GENERAL PLAN OF SUBJECT PROPERTY: MLA (MEDIUM LOW ATTACHED DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: M (MEDIUM DENSITY RESIDENTIAL)

N



CASE: **ZON-56715, VAR-56712 AND SDR-56711 (PRJ-55891)**

0 300 600 Feet

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-MH (MOBILE/MANUFACTURED HOME)

PROPOSED ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)

GENERAL PLAN OF SUBJECT PROPERTY: MLA (MEDIUM LOW ATTACHED DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: M (MEDIUM DENSITY RESIDENTIAL)

N

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-56715 APN: 140-32-502-002

Name of Property Owner: Bonanza Springs LLC

Name of Applicant: Merlin Hardy

Name of Representative: Merlin Hardy

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: N/A

Partner(s): N/A N/A

APN: N/A

Signature of Property Owner: Merlin Hardy

Print Name: Merlin Hardy

State of Nevada County of Clark
Subscribed and sworn before me

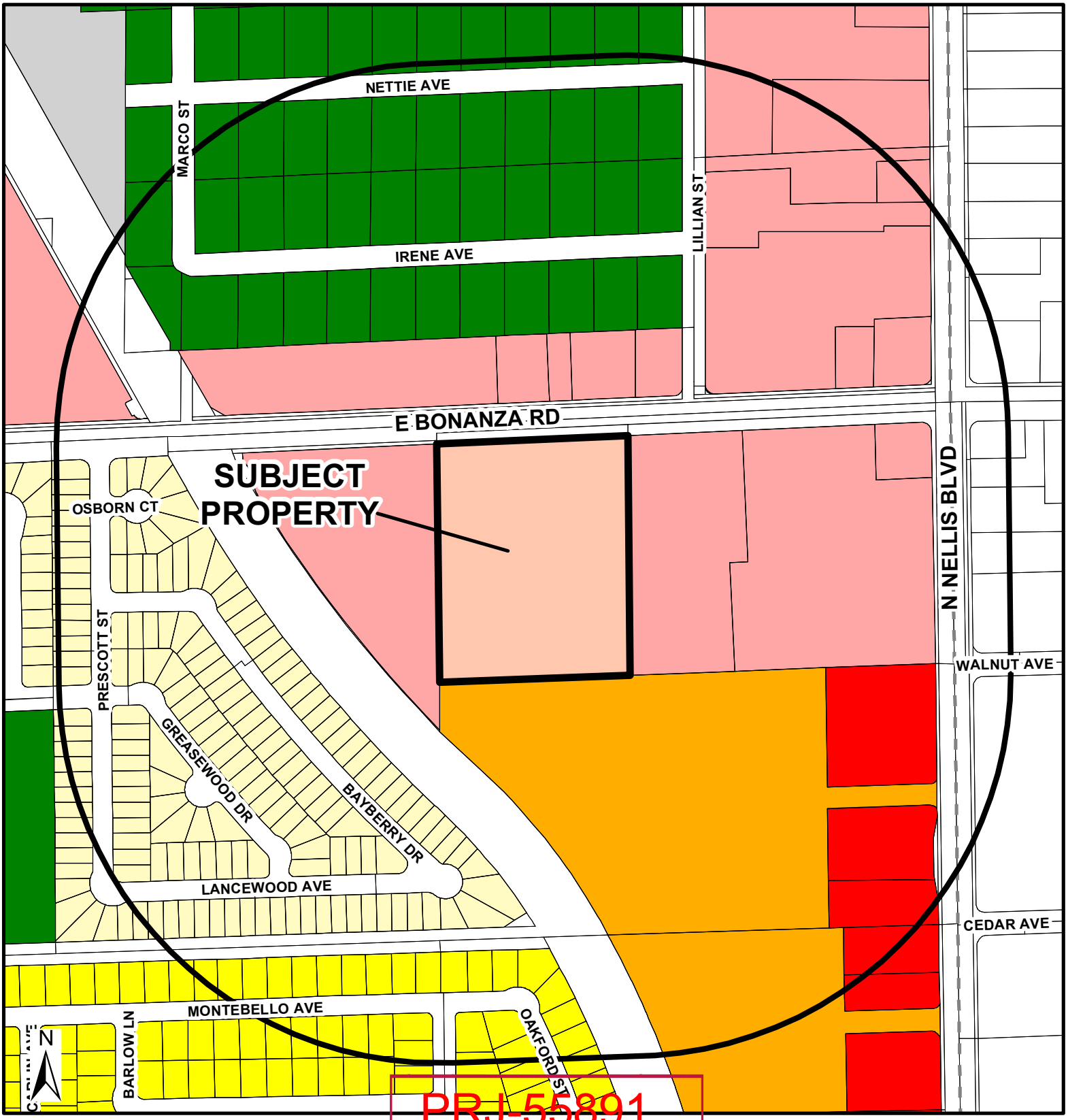
This 29th day of October, 2013

Carol Davis
Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
CAROL DAVIS
No: 94-0509-1
My Appointment Expires Oct 3, 2014

PRJ-55891
10/29/14

ZON-56715



PRJ-55891
01/05/15

Zoning

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residential Estates
- R-D - Single-Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single-Family Compact-Lot
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-5 - Apartment
- R-MH - Mobile/Manufactured Home Residence
- R-MHP - Residential Mobile/ Manufactured Home Park
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- T-C - Town Center

FROM R-MH TO R-3

- Subject Property
- 1000ft Buffer
- City Limits

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 05, 2015

City of Las Vegas Agenda Item No.: **81.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-56712 - VARIANCE RELATED TO GPA-56713 AND ZON-56715 - PUBLIC HEARING - APPLICANT: MERLIN HARDY - OWNER: BONANZA SPRINGS, LLC - For possible action on a request for a Variance TO ALLOW 135 PARKING SPACES WHERE 176 SPACES ARE REQUIRED FOR A PROPOSED 80-UNIT MULTI-FAMILY DWELLING on 7.27 acres at 4901 East Bonanza Road (APN 140-32-502-002), R-MH (Mobile / Manufactured Home Residential) Zone [PROPOSED: R-3 (Medium Density Residential)], Ward 3 (Coffin) [PRJ-55891]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-56712 APN: 140-32-502-002

Name of Property Owner: Bonanza Springs LLC

Name of Applicant: Merlin Hardy

Name of Representative: Merlin Hardy

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: N/A

Partner(s): N/A N/A

APN: N/A

Signature of Property Owner: Merlin Hardy

Print Name: Merlin Hardy

State of Nevada County of Clark
Subscribed and sworn before me

This 29th day of October, 2013

Carol Davis
Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
CAROL DAVIS
No: 94-0509-1
My Appointment Expires Oct 3, 2014

PRJ-55891
10/29/14

City of Las Vegas Agenda Item No.: **82.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-56711 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-56713, ZON-56715 AND VAR-56712 - PUBLIC HEARING - APPLICANT: MERLIN HARDY - OWNER: BONANZA SPRINGS, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 80-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT WITH WAIVERS TO ALLOW A 3.5-FOOT BUFFER ALONG THE EAST PERIMETER WHERE SIX FEET IS REQUIRED; A ZERO-FOOT BUFFER ALONG THE SOUTHERN PERIMETER WHERE SIX FEET IS REQUIRED AND A ZERO-FOOT BUFFER ALONG A PORTION OF THE WESTERN PERIMETER WHERE SIX FEET IS REQUIRED on 7.27 acres at 4901 East Bonanza Road (APN 140-32-502-002), R-MH (Mobile / Manufactured Home Residential) Zone [PROPOSED: R-3 (Medium Density Residential)], Ward 3 (Coffin) [PRJ-55891]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: SDR-56711 APN: 140-32-502-002

Name of Property Owner: Bonanza Springs LLC

Name of Applicant: Merlin Hardy

Name of Representative: Merlin Hardy

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ **Yes** ☒ **No**

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: N/A

Partner(s): N/A N/A

APN: N/A

Signature of Property Owner: Merlin Hardy

Print Name: Merlin Hardy

State of Nevada County of Clark
Subscribed and sworn before me

This 29th day of October, 2013

Carol Davis
Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
CAROL DAVIS
No: 94-0509-1
My Appointment Expires Oct 3, 2014

PRJ-55891
10/29/14

SDR 56711
Bonanza Springs, LLC

4901 East Bonanza Road

Proposed 80 unit single family dwelling development.

Traffic produced by proposed development:

Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DWELL]	80	9.57	766
AM Peak Hour			0.75	60
PM Peak Hour			1.01	81

Previous Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	MOBILE HOME [OCC. DWELL]	80	4.99	399
AM Peak Hour			0.44	35
PM Peak Hour			0.59	47

Net Change	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DWELL]	80	9.57	367
AM Peak Hour			0.75	25
PM Peak Hour			1.01	34

Existing traffic on all nearby streets:

Bonanza Road	
Average Daily Traffic (ADT)	20,488
PM Peak Hour (heaviest 60 minutes)	1,639

Nellis Boulevard	
Average Daily Traffic (ADT)	40,363
PM Peak Hour (heaviest 60 minutes)	3,229

Adjacent Street	ADT Capacity
Bonanza Road	34,500
Nellis Boulevard	51,800

This project is expected to add about 367 trips per day on Bonanza Rd. & Nellis Blvd. Currently, Bonanza is at about 59 percent of capacity and Nellis is at about 78 percent of capacity. With this project, Bonanza is expected to be at about 60 percent of capacity and Nellis is expected to be at about 79 percent of capacity.

Based on Peak Hour use, this project will add about 34 trips in the peak hour, or about one every two minutes.

Note that this report assumes all traffic from this development uses all named streets.

City of Las Vegas Agenda Item No.: **83.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

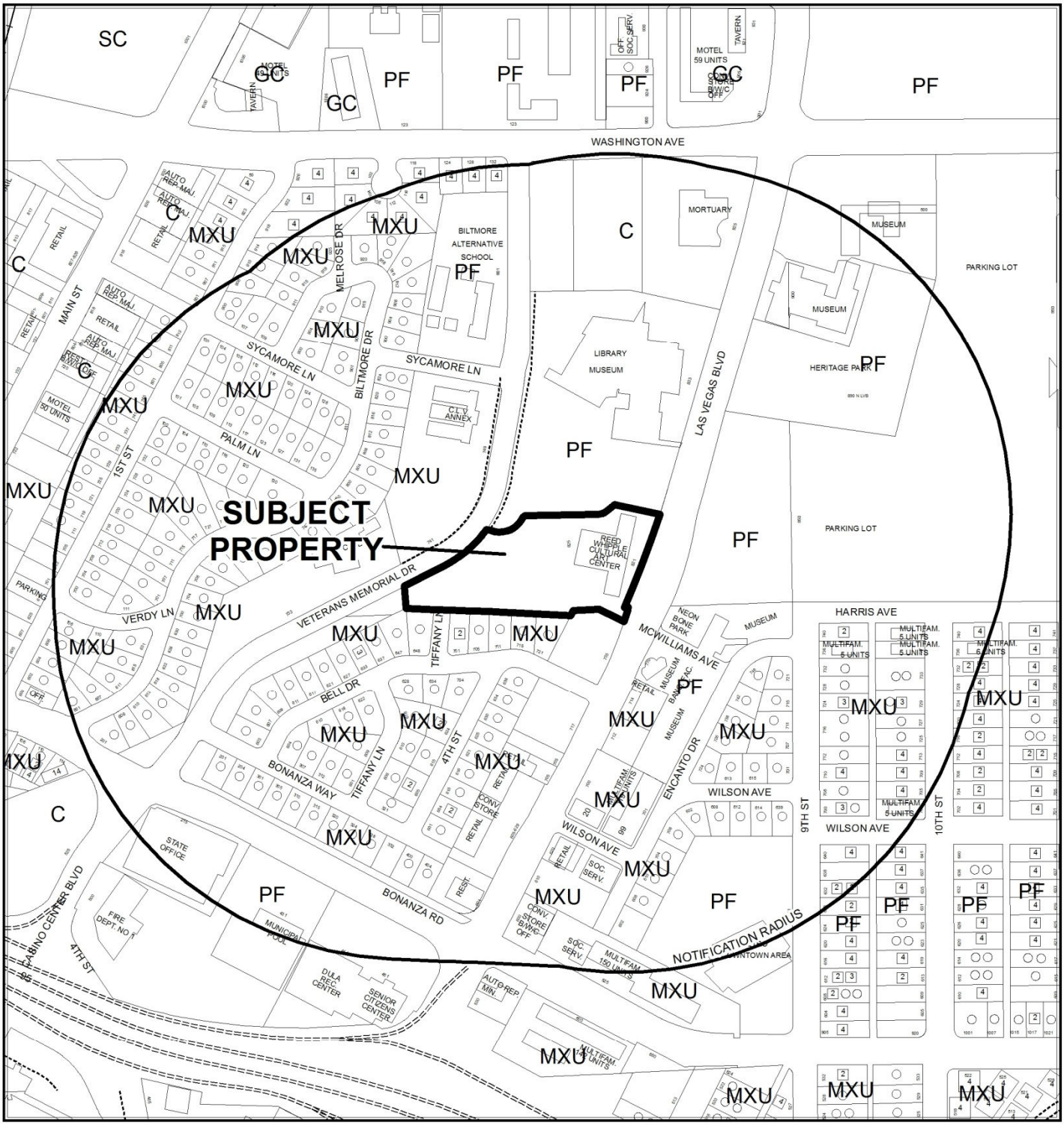
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-56915 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on a request for a General Plan Amendment FROM: PF (PUBLIC FACILITIES) TO: MXU (MIXED USE) on a portion of 3.51 acres at 821 North Las Vegas Boulevard (APN 139-27-708-019), Ward 5 (Barlow) [PRJ-56913]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report - GPA-56915 and ZON-56916 [PRJ-56913]
3. Supporting Documentation - GPA-56915 and ZON-56916 [PRJ-56913]
4. Photo(s) - GPA-56915 and ZON-56916 [PRJ-56913]
5. Justification Letter - GPA-56915 and ZON-56916 [PRJ-56913]
6. Backup Referenced from the January 13, 2015 Planning Commission Meeting



0 300 600 Feet

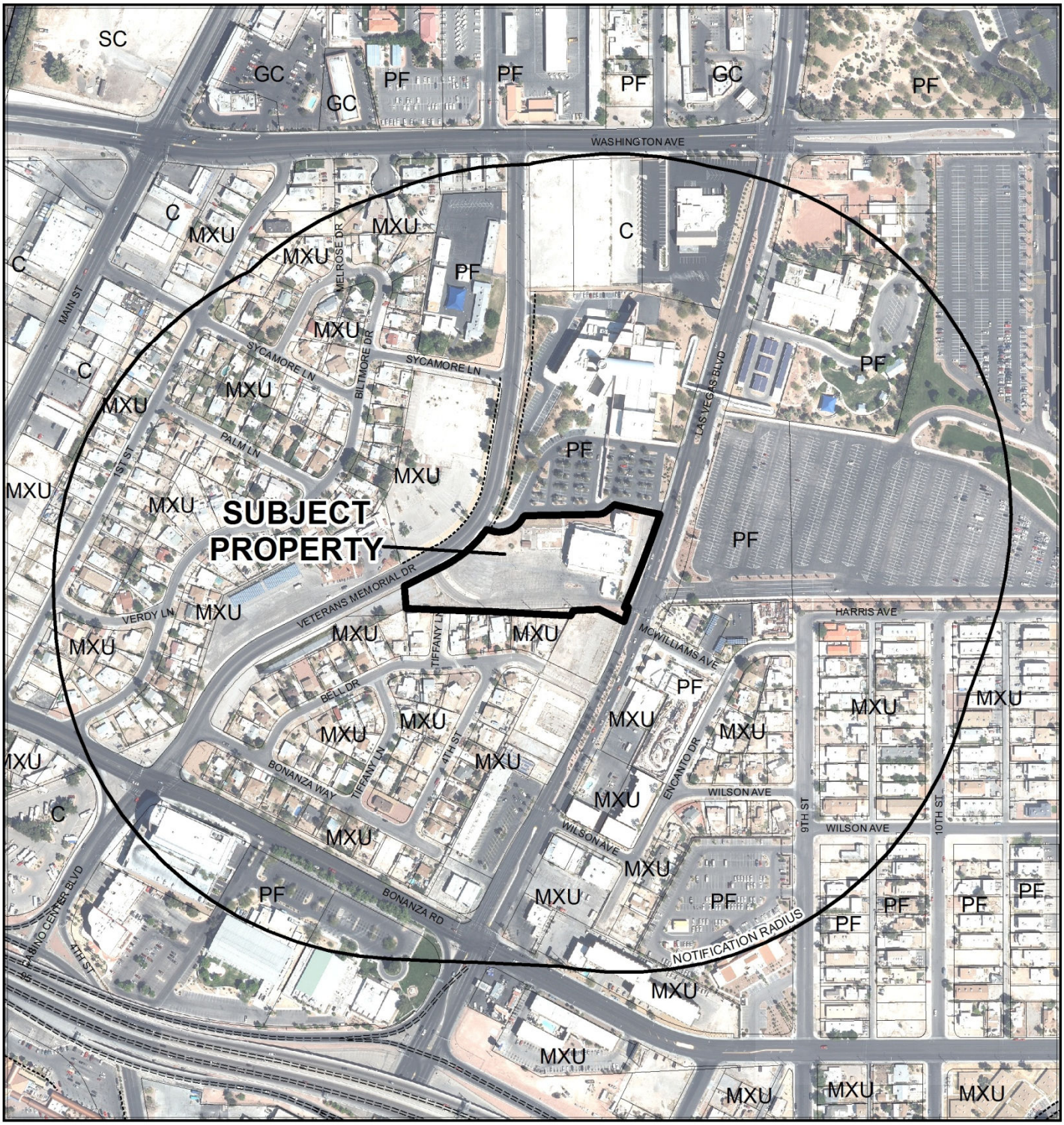
CASE: **GPA-56915 (PRJ-56913)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: PF (PUBLIC FACILITIES) AND MXU (MIXED USE)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: MXU (MIXED USE)

N



0 300 600 Feet

CASE: **GPA-56915 (PRJ-56913)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: PF (PUBLIC FACILITIES) AND MXU (MIXED USE)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: MXU (MIXED USE)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: FEBRUARY 18, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-56915	Staff recommends APPROVAL.	
ZON-56916	Staff recommends APPROVAL.	GPA-56915

YK

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to amend a portion of the Southeast Sector Plan of the General Plan from PF (Public Facilities) to MXU (Mixed Use), on the north portion of 3.51 acres located at 821 North Las Vegas Boulevard. There is a companion request for a Rezoning (ZON-56916) from C-V (Civic) to C-2 (General Commercial) on the subject site. The property is owned by the City of Las Vegas and is home to the Reed Whipple Cultural Arts Center. The subject site is dual designated and this application will facilitate a single land use and zoning district for the purposes of future redevelopment; therefore, staff recommends approval. If these applications are denied, the General Plan designation would remain PF (Public Facilities), and the zoning designation would remain C-V (Civic).

ISSUES

- Approval of General Plan Amendment (GPA-56915) is required to approve an associated request for Rezoning (ZON-56916). Staff supports these requests.
- No changes to the existing site is proposed with this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/24/94	The Planning Commission approved a Civic Review (CV-0001-94) to allow an administrative office trailer at 749 Veterans Memorial Drive. The Planning and Development staff recommended approval.
10/24/02	The Planning Commission approved a Site Development Plan Review (SD-0049-02) to allow 21 Interpretive Banner Displays adjacent to the east and west sides of Las Vegas Boulevard between Washington Avenue and Bell Drive. The Planning and Development staff recommended approval.
11/17/10	The City Council approved a General Plan Amendment (GPA-39326) and a Rezoning (ZON-39327) for the majority of a 3.51 acre parcel located at 821 North Las Vegas Boulevard as part of a larger request. The Planning Commission and staff recommended approval.
01/13/15	The Planning Commission unanimously voted to recommend APPROVAL of a General Plan Amendment (GPA-56915) FROM: PF (PUBLIC FACILITIES) TO: MXU (MIXED USE) and a Rezoning FROM: C-V (CIVIC) TO: C-2 (GENERAL COMMERCIAL) at 821 North Las Vegas Boulevard (ZON-56916).

Most Recent Change of Ownership	
05/15/70	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
C.1963	The building at 821 North Las Vegas Boulevard was constructed.

Neighborhood Meeting	
12/16/14	Start Time: 5:30pm Finish Time: 6:15pm Attendance: Citizens: 5, City Staff: 2, Council Staff: 2 • Will these applications affect the rear of the Biltmore subdivision? o No these applications merely clean up a dual designated parcel to a single land use designation and zoning district. • Is any development proposed for the subject site? o There is no development proposed at this time. Any future development of the site will require a public hearing. • Is there a plan for this area? o The area is part of the North Las Vegas Plan area and there is renewed interest in developing an area plan for the Cultural Corridor, but nothing has been created at this point. If one is to be created public outreach and participation will be necessary for community by-in and support prior to adoption of a plan.

Field Check	
12/04/14	Staff visited the site and found a well maintained building and grounds.

Details of Application Request	
Site Area	
Net Acres	3.51

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Government Facility (Cultural Center)	PF (Public Facilities)	C-V (Civic)
North	Government Facility (Library)		

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
South	Single-Family, Detached	MXU (Mixed Use)	R-1 (Single Family Residential)
	Undeveloped		C-1 (Limited Commercial) under ROI C-2 (General Commercial)
East	Government Facility	PF (Public Facilities)	C-V (Civic)

Master Plan Areas	***Compliance***
Downtown North Plan	Y
Special Purpose and Overlay Districts	***Compliance***
C-V (Civic) District	Y
A-O (Airport Overlay) District	Y
Las Vegas Boulevard Scenic Byway 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

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Las Vegas Boulevard	Primary Arterial	Master Plan of Streets and Highways	100	Y
Veterans Memorial Drive	Local Street	N/A	60	Y

ANALYSIS

The subject site is located within the Downtown North Plan Land Use Plan and the following special purpose and overlay districts: C-V (Civic) District, A-O (Airport Overlay) District and the Las Vegas Boulevard Scenic Byway Overlay District. Future projects within each special purpose and overlay district will be subject to the standards and requirements of the special purpose and overlay districts. The site is also within the Las Vegas Redevelopment Plan area. There are various bike paths and trails adjacent to the site that will not be impacted by this request.

The proposed General Plan Amendment and Rezoning are appropriate, as the subject site is dual designated and this application will facilitate a single land use and zoning district for the purposes of future redevelopment. This action will bring the entire parcel under the same land use and zoning designations, thus correcting a split parcel designation. The MXU (Mixed Use) General Plan designation, as well as the proposed C-2 (General Commercial) zoning district is intended for commercial uses such as retail, service, office and mixed-use developments; therefore, staff recommends approval. If these applications are denied, the subject site would continue to permit only civic uses, which would inhibit the redevelopment of the subject property.

FINDINGS (GPA-56915)

Section 19.18.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The intensity of the proposed MXU (Mixed Use) General Plan designation is compatible with the existing PF (Public Facilities) and MXU (Mixed Use) land use designations on adjacent properties.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The proposed General Plan designation allows for the zoning district of C-2 (General Commercial). This district is compatible with the existing adjacent land uses and zoning districts.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   The subject property is located within an area of the City where all utilities, fire and police services are currently in place and available. Therefore, there are adequate facilities available to accommodate the uses and densities permitted by the proposed General Plan Amendment.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   No applicable plans are affected by this request.

FINDINGS (ZON-56916)

In order to approve a Rezoning application, pursuant to Title 19.18.040, the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed C-2 (General Commercial) zoning district conforms to the proposed MXU (Mixed-Use) General Plan designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The proposed C-2 (General Commercial) zoning district would permit retail, service, office and mixed-use developments that is compatible with the surrounding land uses and zoning districts.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The proposed Rezoning is appropriate, as the City of Las Vegas no longer anticipates long-term civic uses on the subject site.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   Access to the subject site is provided via Veterans Memorial Drive and Las Vegas Boulevard. The site will be sufficiently served by existing roadway facilities.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 25

NOTICES MAILED 223 (By City Clerk)

APPROVALS 1

PROTESTS 0

YK

CLV Planning - Application Form

Application Number:	PRJ-56913
Application/Petition For:	GPA and ZON
ProjectAddress (Location):	821 N. LAS VEGAS BOULEVARD
Project Name	REED WHIPPLE AND CLV ANNEX GPA
Assessors Parcel #(s):	13927708019
Ward #:	WARD 5 (RICKI Y. BARLOW)
Is the Application Information Correct:	Yes
If no, ...change what	
General Plan Designation: Proposed:	Select
Zoning District: Proposed:	Select
Gross Acres:	
Lots/Units:	
Additional Information:	
Applicant First Name:	Yorgo
Applicant Last Name:	Kagafas
Applicant Address:	
Applicant City:	
Applicant State:	
Applicant Zip:	
Applicant Phone:	
Applicant Fax:	
Applicant Email:	gkagafas@lasvegasnevada.gov
Rep First Name:	Yorgo
Rep Last Name:	Kagafas
Rep Address:	
Rep City:	
Rep State:	
Rep Zip:	
Rep Phone:	
Rep Fax:	
Rep Email:	gkagafas@lasvegasnevada.gov

GPA-56915 and ZON-56916

CLV Planning - Application Form

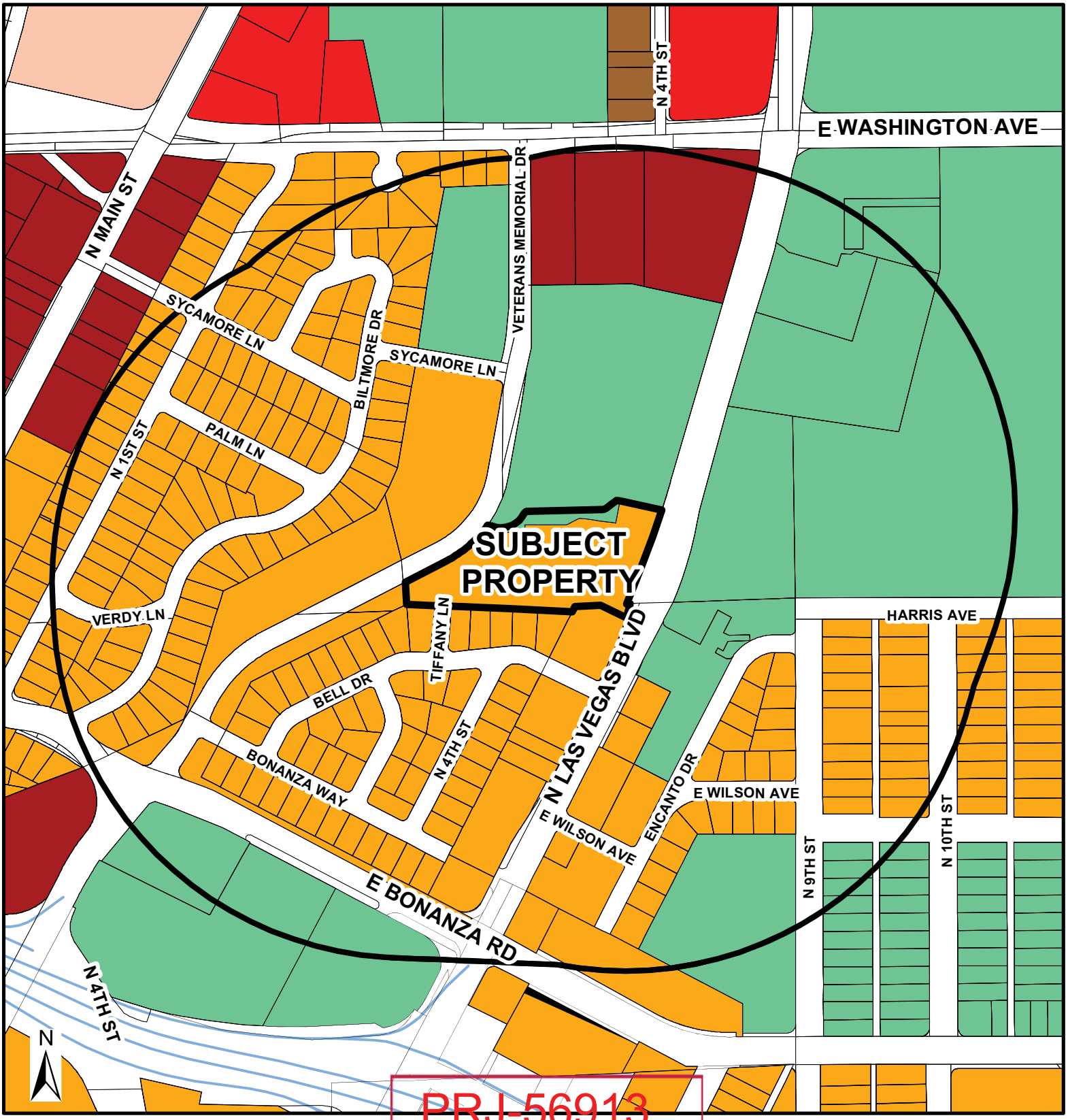
I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application 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. I Accept:	Yes
Is the Owner Information Correct:	Yes
If no, ...change what	

Owner(s)	ADDR1	ADDR2
CITY OF LAS VEGAS	400 E STEWART AVE	LAS VEGAS, NV 89101-2913

CLVEPLAN Applicant	Company	Title	Email
Yorgo Kagafas	City of Las Vegas	Senior Planner	gkagafas@lasvegasnevada.gov

GPA-56915 and ZON-56916

GPA-56915



PRJ-56913
11/24/14

General Plan Amendment

FROM PF TO MXU

- RNP - Rural Neighborhood Preservation
- RE - Rural Estates
- DR - Desert Rural
- R - Rural
- L - Low
- ML - Medium - Low
- MLA - Medium - Low Attached
- M - Medium
- H - High
- O - Office
- SC - Service Commercial
- GC - General Commercial
- GTC - Tourist Commercial
- LVMD - Las Vegas Medical District
- LI/R - Light Industrial / Research
- PCD - Planned Community Development
- PR-OS - Park/Recreation/ Open Space
- PF - Public Facility
- PF-CC Public Facility Clark County
- TC - Town Center
- RC - Resource Conservation
- C - Downtown - Commercial
- MXU - Downtown - Mixed Use
- TND - Tradional Neighborhood Development

- Subject Property
- 1000ft Buffer
- City Limits

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, November 24, 2014

GPA-56915 [PRJ-56913] - GENERAL PLAN AMENDMENT RELATED TO ZON-56916 - APPLICANT/OWNER: CITY OF LAS VEGAS
821 NORTH LAS VEGAS BOULEVARD

12/04/14

GPA-56915 [PRJ-56913] - GENERAL PLAN AMENDMENT RELATED TO ZON-56916 - APPLICANT/OWNER: CITY OF LAS VEGAS
821 NORTH LAS VEGAS BOULEVARD

12/04/14

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

November 18, 2014

Doug Rankin
Manager, Current Planning
Planning Department
333 N. Rancho Drive, 3rd Floor
Las Vegas, NV 89106

RE: GENERAL PLAN AMENDMENT AND REZONING REQUEST

Dear Mr. Rankin:

Please accept this letter as justification to amend the General Plan, Southeast Sector and to Rezone parcel 139-27-708-019 located at 821 North Las Vegas Boulevard. The parcel currently has split land use and zoning and these applications will correct this situation. The end result will be the entire parcel with have a land use of MXU (Mixed-Use) and a zoning designation of C-2 (General Commercial).

Please feel free to contact me at 229-4693 should you have any questions.

Respectfully,

Peter Lowenstein, AICP
Planning Supervisor

cc:

File

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 7-1-1
www.lasvegasnevada.gov

GPA-56915 and ZON-56916

PRJ-56913
11/20/14

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning 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.

GPA-56915 & ZON-56916 [PRJ-56913]
Planning Commission Meeting of 1/13/2015

37 JRDFNMP 89074

PRESORTED FIRST CLASS

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City of Las Vegas
Dept. of Planning

Case: GPA-56915
13927712007
STEVES R US SERIES I
2394 MILLCROFT AVE
HENDERSON NV 89074-5947

Submitted after final agenda 22-23A
Date 1-13-2015 Item 22-23

City of Las Vegas Agenda Item No.: **84.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

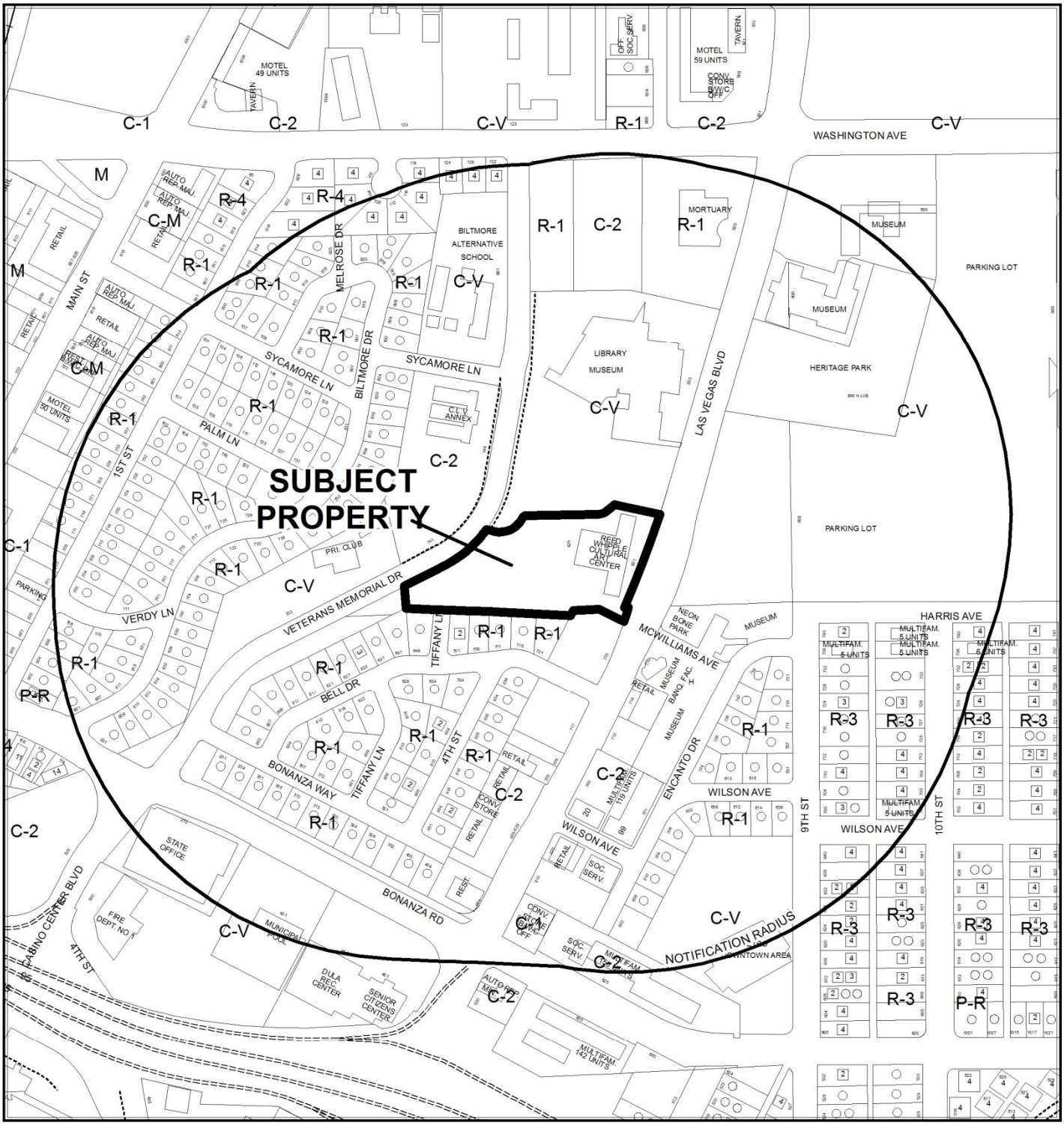
SUBJECT:
ZON-56916 - REZONING RELATED TO GPA-56915 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on a request for a Rezoning FROM: C-V (CIVIC) TO: C-2 (GENERAL COMMERCIAL) on a portion of 3.51 acres at 821 North Las Vegas Boulevard (APN 139-27-708-019), Ward 5 (Barlow) [PRJ-56913]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation

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.



CASE: **ZON-56916 (PRJ-56913)**

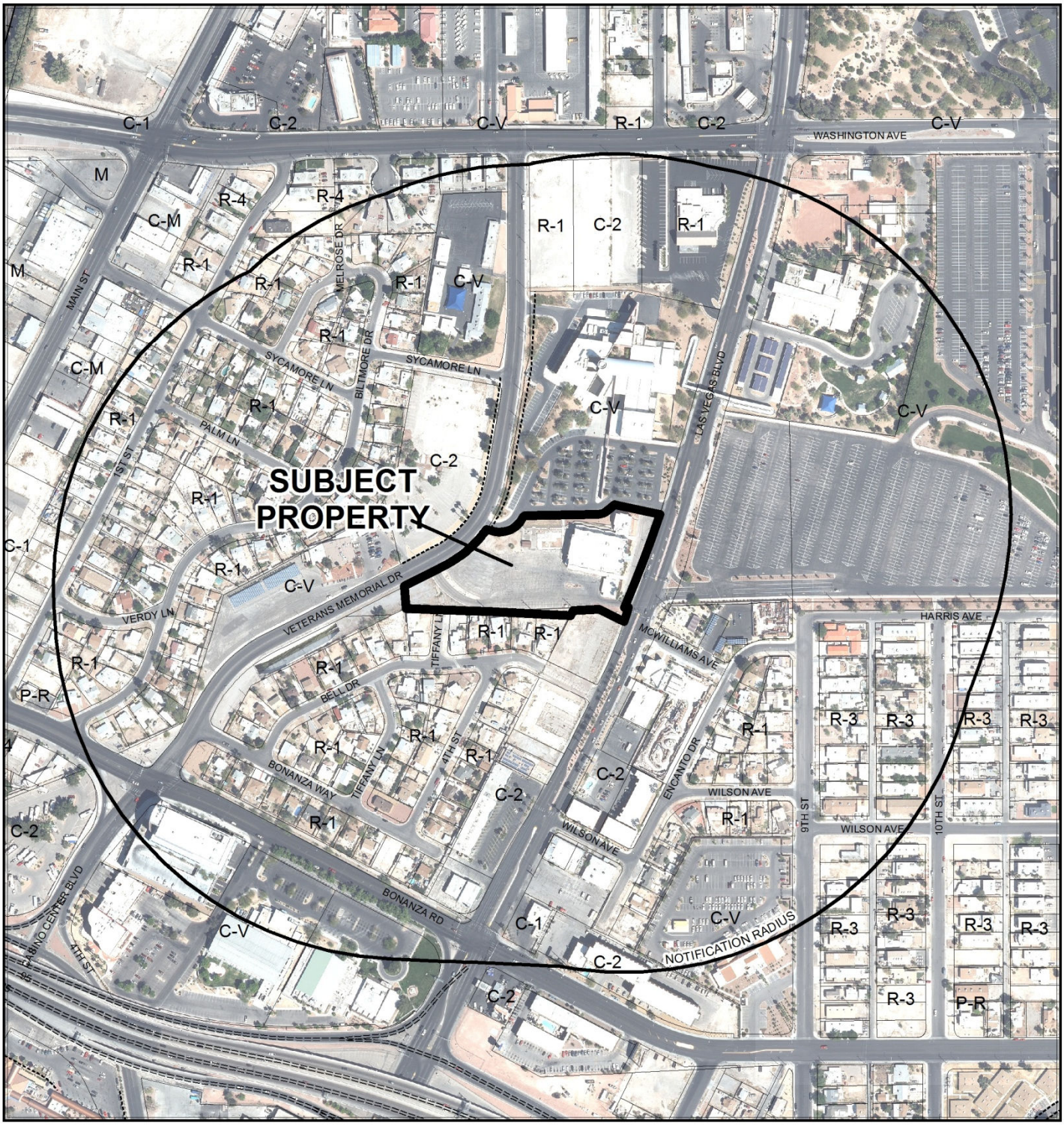
RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-V (CIVIC) AND C-2 (GENERAL COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

GENERAL PLAN OF SUBJECT PROPERTY: PF (PUBLIC FACILITIES) AND MXU (MIXED USE)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: MXU (MIXED USE)



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CASE: **ZON-56916 (PRJ-56913)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-V (CIVIC) AND C-2 (GENERAL COMMERCIAL)

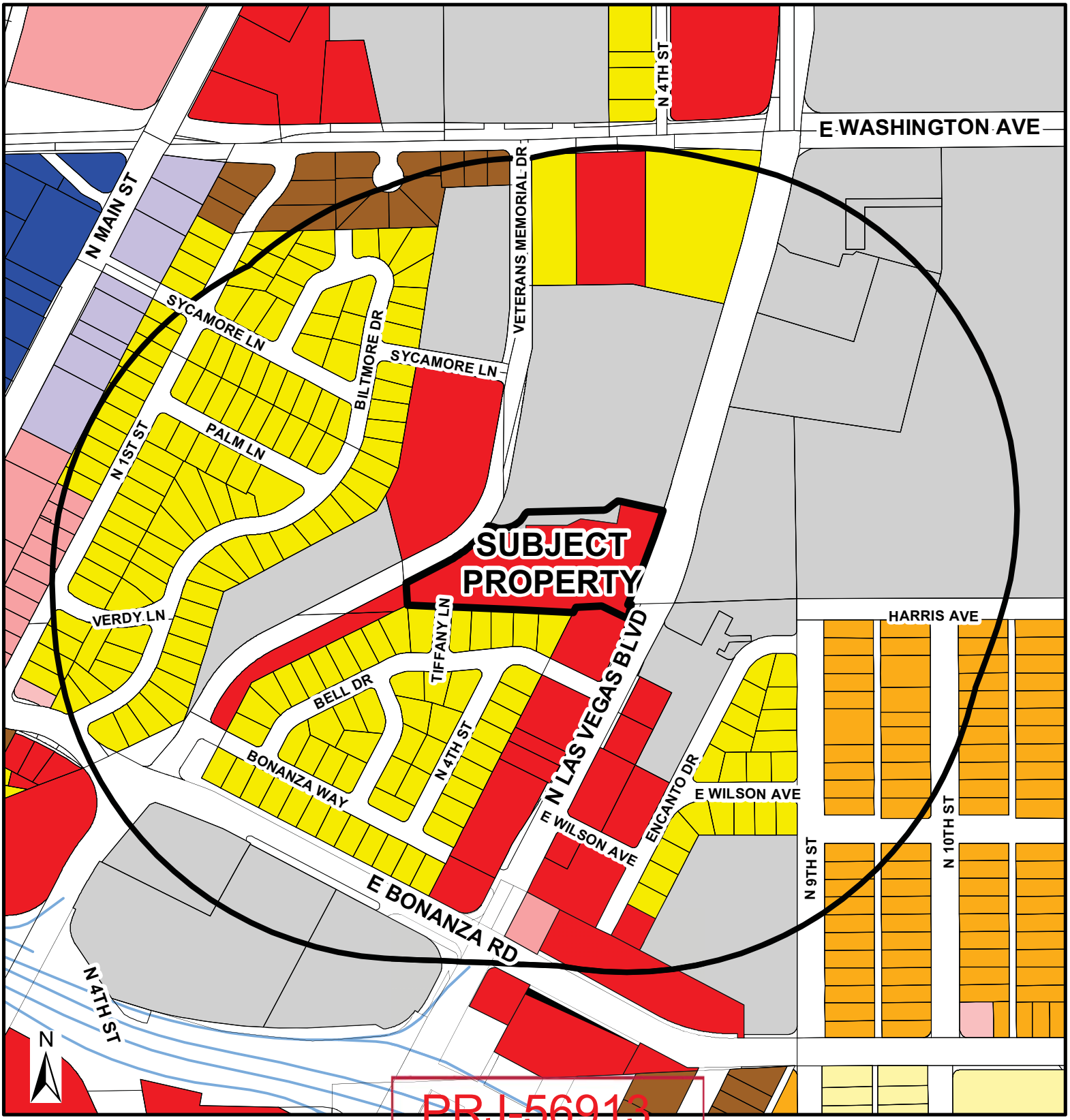
PROPOSED ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

GENERAL PLAN OF SUBJECT PROPERTY: PF (PUBLIC FACILITIES) AND MXU (MIXED USE)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: MXU (MIXED USE)

N

ZON-56916



PRJ-56913
11/24/14

Zoning

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residential Estates
- R-D - Single-Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single-Family Compact-Lot
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-5 - Apartment
- R-MH - Mobile/Manufactured Home Residence
- R-MHP - Residential Mobile/ Manufactured Home Park
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- T-C - Town Center

FROM C-V TO C-2

- Subject Property
- 1000ft Buffer
- City Limits

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, November 24, 2014

City of Las Vegas Agenda Item No.: **85.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

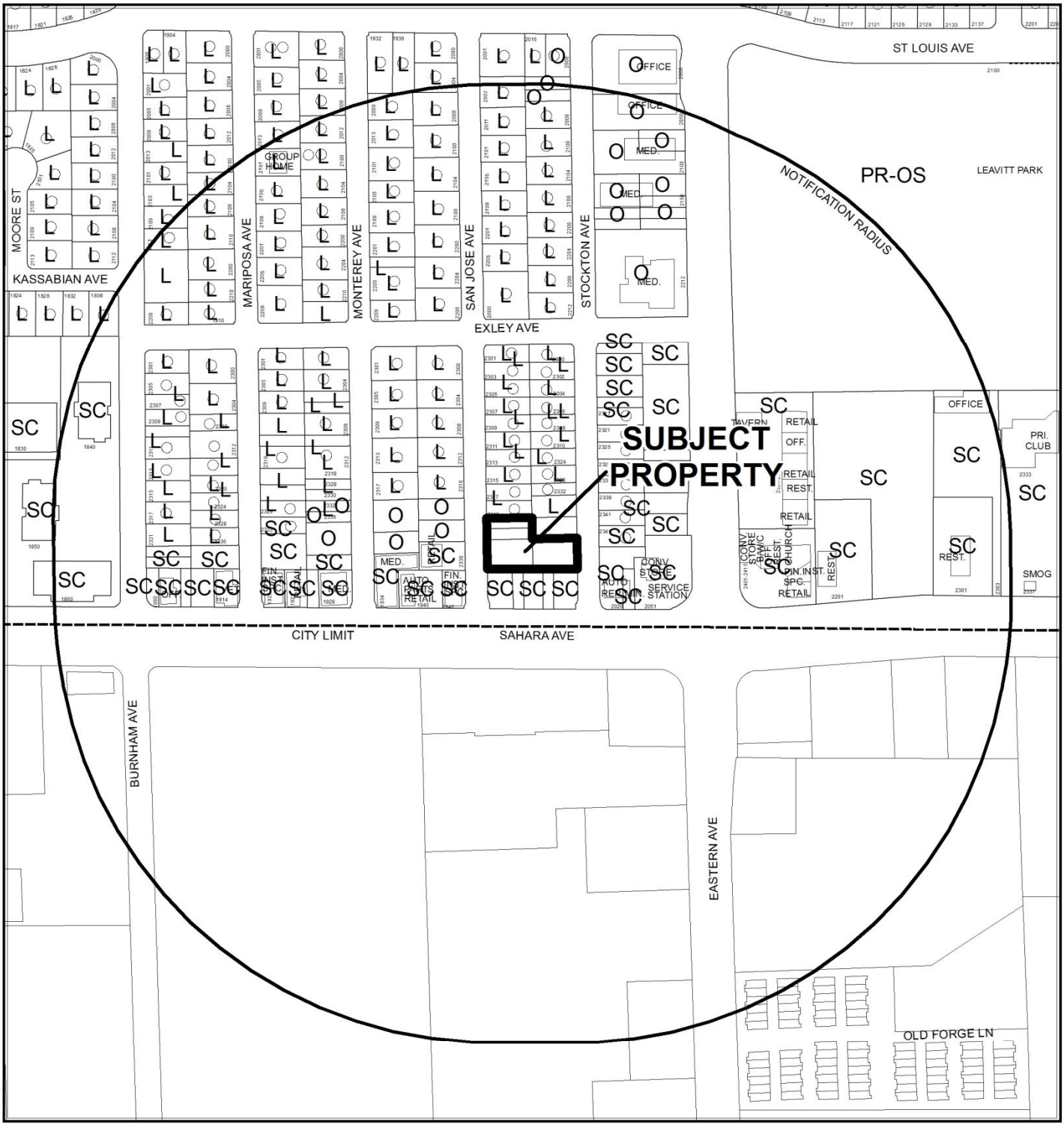
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-57029 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CRYSTAL VIEW CAPITAL FUND IA, LLC - For possible action on a request for a General Plan Amendment FROM: L (LOW DENSITY RESIDENTIAL) TO: SC (SERVICE COMMERCIAL) on 0.43 acres located on the east side of San Jose Avenue 100 feet north of Sahara Avenue (APNs 162-02-811-155, 156, 157 and 163), Ward 3 (Coffin) [PRJ-56817]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report - GPA-57029, ZON-57030 and SDR-57031 [PRJ-56817]
3. Supporting Documentation - GPA-57029, ZON-57030 and SDR-57031 [PRJ-56817]
4. Photo(s) - GPA-57029, ZON-57030 and SDR-57031 [PRJ-56817]
5. Justification Letter - GPA-57029, ZON-57030 and SDR-57031 [PRJ-56817]
6. Backup Referenced from the January 13, 2015 Planning Commission Meeting



CASE: **GPA-57029 (PRJ-56817)**

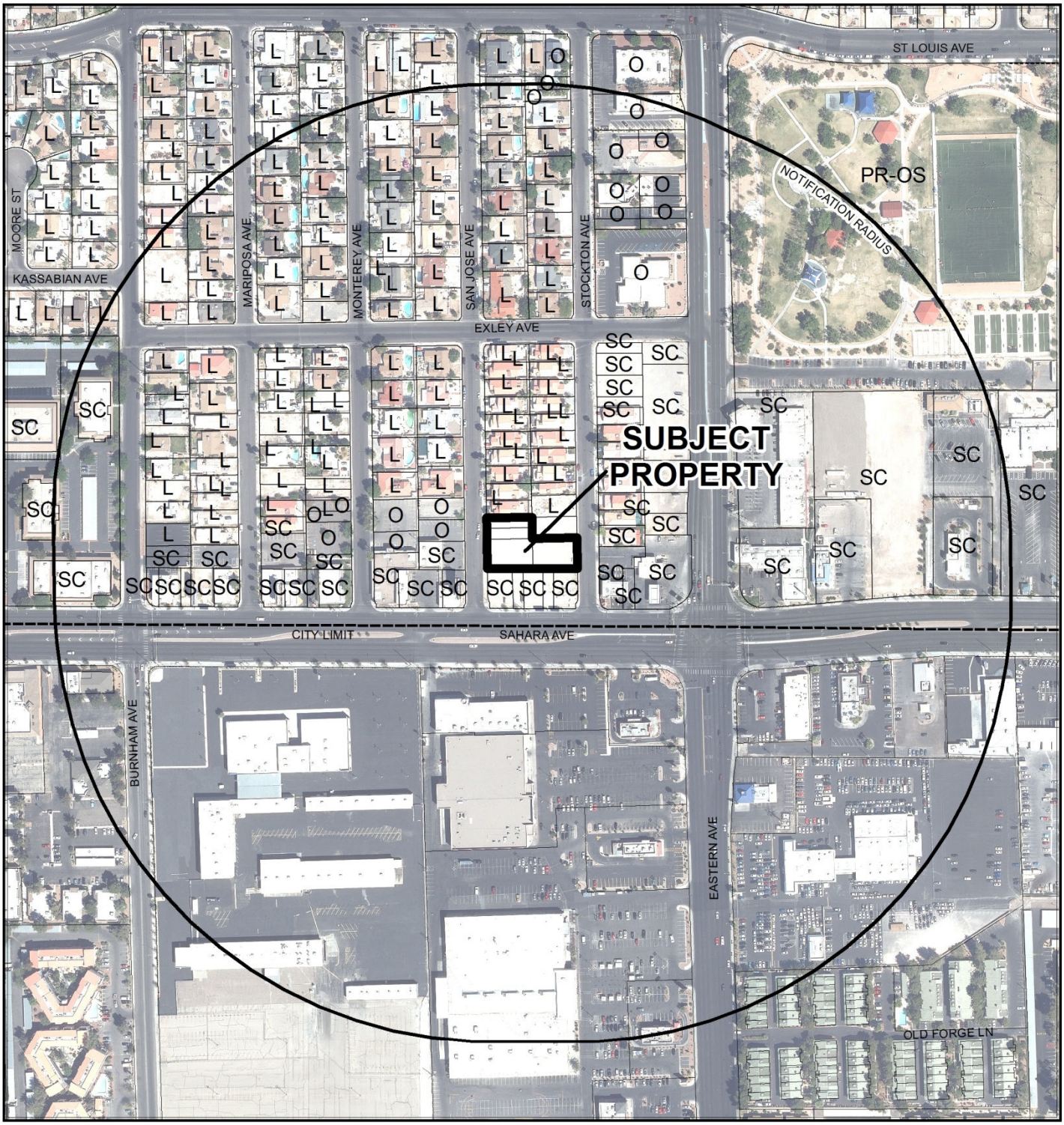
0 300 600 Feet

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: L (LOW DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: SC (SERVICE COMMERCIAL)

N



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CASE: **GPA-57029 (PRJ-56817)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: L (LOW DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: SC (SERVICE COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: FEBRUARY 18, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CRYSTAL VIEW CAPITAL FUND IA, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-57029	Staff recommends APPROVAL.	
ZON-57030	Staff recommends APPROVAL.	GPA-57029
SDR-57031	Staff recommends APPROVAL, subject to conditions:	GPA-57029 ZON-57030

** CONDITIONS **

SDR-57031 CONDITIONS

Planning

1. Approval of General Plan Amendment (GPA-57029) and Rezoning (ZON-57030) 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 12/17/14, except as amended by conditions herein.

4. An Exception from Title 19.08.110 is hereby approved, to allow one less landscape islands/trees than required for a parking lot.

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.

YK

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

8. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

9. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

10. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

11. Where such does not already exist, dedicate a 30-foot radius at both the northeast corner of Sahara Avenue and San Jose Avenue and at the northwest corner of Sahara Avenue and Stockton Avenue concurrent with development of this site.

12. In accordance with code requirements of Title 13.56, remove all substandard offsite improvements and unused driveways adjacent this site and replace with new improvements meeting Current City Standards concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

13. Driveways shall be designed, located and constructed in accordance with Standard Drawing #222.1.

14. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.

15. All private improvements and landscaping installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

16. As appropriate, submit an Encroachment Agreement to the City of Las Vegas or obtain an Occupancy Permit from the Nevada Department of Transportation for all landscaping and private improvements, if any, in the Sahara Avenue, San Jose Avenue and Stockton Avenue public rights-of-way adjacent to this site. 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. Coordinate all requirements for the Encroachment Agreement with the Land Development Section of the Department of Building and Safety (229-4836).

17. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits, or the submittal of a map for this site, whichever may occur first. Provide and improve all drainage ways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting to construct a new restaurant with drive-through on nine parcels of land that are currently evenly divided between R-1 (Single Family Residential) and R-2 (Medium-Low Density Residential) zoning districts located on Sahara Avenue between San Jose Avenue and Stockton Avenue. This request requires a General Plan Amendment from L (Low Density Residential) to SC (Service Commercial) land use on the northern portion of the project. It also requires all nine parcels to be rezoned to C-1 (Limited Commercial). Staff supports these requests as they are appropriate designations for property that is adjacent to Sahara Avenue, once remapped.

In addition, the project will require a Site Development Plan Review with an Exception. The Exception is to allow for one less landscape finger island in the parking lot than is required. This is needed to allow for eight sub-compact parking spaces and a more cohesive overall site design. Staff supports this application. If these applications are denied, the parcels will remain undeveloped and vacant until new entitlements are secured.

ISSUES

- A General Plan Amendment is requested from L (Low Density Residential) to SC (Service Commercial) land use on a portion of the subject site for this project. Staff supports this request.
- A Rezoning is requested from R-1 (Single Family Residential) and R-2 (Medium-Low Density Residential) to C-1 (Limited Commercial). Staff supports this request.
- An Exception is requested to allow for one less parking lot landscape island than required. Staff supports this request.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/14/10	Code Enforcement issued a notice (#86525) for selling Valentine's Day gifts on a vacant lot without a permit on the northwest corner of Sahara Avenue and Stockton Avenue. The case was closed as resolved on the same day.
01/13/15	The Planning Commission voted to recommend APPROVAL of a General Plan Amendment (GPA-57029) FROM: L (Low Density Residential) TO: SC (Service Commercial), a Rezoning (ZON-57030) FROM: R-1 (Single Family Residential) and R-2 (Medium-Low Density Residential) TO: C-1 (Limited Commercial), a Variance (VAR-57032) to allow a 50-foot side setback where residential adjacency standards require a 60-foot setback for a proposed restaurant with drive through and a Site Development Plan Review (SDR-57031) for a proposed 3,240 square-foot restaurant with drive through at the northeast corner of Sahara Avenue and San Jose Avenue.

Most Recent Change of Ownership	
10/23/14	Deeds were recorded for a change in ownership on all nine parcels.

Related Building Permits/Business Licenses
No permits are on file for this project.

Pre-Application Meeting	
11/10/15	Staff met with the applicant regarding redeveloping a .84 acre of vacant land located on Sahara Avenue, 270 feet west of Eastern Avenue. The applicant was proposing both a restaurant with drive-through and a retail building shell. Staff advised the applicant that the project as presented would over-develop the site and require a Variance for parking spaces. The applicant concurred and agreed to eliminate the retail shell building. This project requires a General Plan Amendment, Rezoning and Site Development Plan Review applications.

Neighborhood Meeting	
12/02/14	Meeting Start Time: 6:00 pm Meeting End Time: 6:30 pm Attendance: The applicant and one Planning staff member attended. No members of the public attended.

Field Check	
12/04/14	Staff visited the site and found a clean, undeveloped section of land 270 feet west of Eastern Avenue on the north side of Sahara Avenue.

Details of Application Request	
Site Area	
Net Acres	.84

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	L (Low Density Residential)	R-1 (Single Family Residential)
		SC (Service Commercial)	R-2 (Medium-Low Density Residential)

YK

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
North	Undeveloped	L (Low Density Residential)	R-1 (Single Family Residential)
	Single-Family, Detached		
South	Shopping Center	GC (General Commercial) Clark County	G2 (General Commercial) Clark County
East	Auto Repair Garage, Minor	SC (Service Commercial)	C-1 (Limited Commercial)
West	Financial Institution, Specified	SC (Service Commercial)	C-1 (Limited Commercial)
	Office		

Master Plan Areas	*Compliance*
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (200 Feet)	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

DEVELOPMENT STANDARDS

Pursuant to Title 19.08.070, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	142 Feet	Y
Min. Setbacks			
• Front	10 Feet	36 Feet	Y
• Side	10 Feet	89 Feet	Y
• Corner	10 Feet	35 Feet	Y
• Rear	20 Feet	80 Feet	Y
Max. Lot Coverage	50 %	9 %	Y
Max. Building Height	N/A	28 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	84 Feet	89 Feet	Y
Trash Enclosure	50 Feet	94 Feet	Y

Pursuant to Title 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	11 Trees	11 Trees	Y
• South	1 Tree / 20 Linear Feet	10 Trees	10 Trees	Y
• East	1 Tree / 20 Linear Feet	6 Trees	6 Trees	Y
• West	1 Tree / 20 Linear Feet	8 Trees	8 Trees	Y
TOTAL PERIMETER TREES		**35 Trees**	**35 Trees**	**Y**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	12 Trees	11 Trees	N*
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	8 Feet		8 Feet	Y
• South	15 Feet		15 Feet	Y
• East	15 Feet		15 Feet	Y
• West	15 Feet		15 Feet	Y
Wall Height	6 to 8 Feet Adjacent to Residential		6 Feet	Y

*Exception has been requested.

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Sahara Avenue	Primary Arterial	Planned Streets and Highways Map	130	Y
Stockton Avenue	Local	Title 19	50	Y
San Jose Avenue	Local	Title 19	50	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Restaurant	1,260 SF Seating Area	1/50 SF	26				
	1,970 SF Back of House	1/200 SF	10				
TOTAL SPACES REQUIRED			36		36		Y
Regular and Handicap Spaces Required			34	2	34	2	Y
Loading Spaces			1		1		Y

Exceptions		
Requirement	***Request***	***Staff Recommendation***
To provide a landscape island/tree for every six uncovered parking space	To provide one less landscape island/tree than required.	Approval

ANALYSIS

The subject site is located in the Southeast Sector of the General Plan and has a current General Plan designation of L (Low Density Residential) and SC (Service Commercial) with Zoning of R-1 (Single Family Residential) and R-2 (Medium-Low Density Residential), respectively. This is a proposal to amend the General Plan designation to all be SC (Service Commercial) and to rezone the parcels to C-1 (Limited Commercial). The Service Commercial category allows low to medium intensity retail, office, or other commercial uses that serve primarily local area patrons and that do not include more intense general commercial characteristics. Examples include neighborhood shopping centers, theaters, and other places of public assembly and public and semi-public uses. This category also includes standalone offices or grouped as office centers with professional and business services. The Service Commercial category may also allow mixed-use development with a residential component where appropriate. The proposed Service Commercial General Plan designation and the companion C-1 (Limited Commercial) designation requests are compatible with the existing surrounding residential and commercial uses. Staff recommends approval for these applications.

A total of nine parcels, all zoned for residential use is proposed to be remapped into one parcel for commercial development of a proposed restaurant with a drive-through. This use is permitted in the proposed C-1 (Limited Commercial) zoning district. As this new parcel is adjacent to a primary arterial roadway, the use is appropriate use and location for this type of development. The proposed restaurant with drive-through is being developed as a standalone project. The design is similar to other restaurants in the area and has the code appropriate buffers of landscaping and a CMU solid wall to protect the residential uses to the north.

Ingress and egress to the project will take place off the Local streets. This is a direct result of both the Nevada Department of Transportation (NDOT) and the Regional Transportation Commission (RTC) restricting access directly onto Sahara Avenue. These agencies feel that if direct access were allowed, the public's safety would be jeopardized as there would not be enough room for public buses to stop at the existing bus shelters along the projects Sahara Avenue frontage. Although access will be from local streets, staff believes the vast majority of the traffic will continue to flow onto Sahara Avenue with minimal impact on the residential portion of the local streets.

The building is located toward the south portion of the site adjacent to Sahara Avenue. The drive-through will provide the code required, six-vehicle stacking, beginning from the pick-up window on the south side of the building and continuing around the west side of the building along San Jose Avenue. A minimum of 36 parking spaces is required for the size and use of the proposed building. The applicant is providing the required parking, including two handicap accessible spaces. An additional over-sized loading is zone is provided that will also allow for easy access to the trash enclosure without interfering with required parking spaces.

The project was designed to meet all code requirements. However, staff suggested some minor adjustments to allow for the existing bus shelters to be relocated behind a 10-foot wide sidewalk for safety purposes. This required the entire development to be reconfigured on the site and the result was the need for an Exception. The Exception would allow for the removal of one landscaped parking lot island in order to allow for eight sub-compact parking spaces to be installed. This is supported by staff, as it allows for a more cohesive site design with better traffic flow on and off the site.

The project furthers the city's Master Plan Neighborhood Revitalization Goal 2: Mature neighborhoods will be sustained and improved through appropriate and selective high quality redevelopment and preservation. This proposed development is situated on the Sahara Avenue commercial right-of-way and provides easy access for both vehicle and pedestrian visitors. Another food option is being provided and an under-developed parcel on a high trafficked commercial avenue is being developed. For these reasons, staff recommends approval of the application with conditions.

FINDINGS (GPA-57029)

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The proposed amendment is compatible with the existing adjacent SC (Service Commercial) designations along Sahara Avenue.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The zoning designations allowed by the proposed amendment are compatible with the existing adjacent land use and zoning designations along Sahara Avenue.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   The site is accessed by Sahara Avenue, a 130-foot Primary Arterial, as designated by the Master Plan of Streets and Highways and is adequate for the proposed development.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   All applicable plans and policies are met with the proposed amendment.

FINDINGS (ZON-57030)

1. **The proposal conforms to the General Plan.**

   The proposed C-1 (Limited Commercial) zoning district is consistent with the existing and proposed SC (Service Commercial) General Plan designation on this site.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The uses allowed by the C-1 (Limited Commercial) zoning district are compatible with the surrounding land uses and zoning district.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

The subject site is undeveloped and adjacent to commercial uses to the east, west and the south with residential use to the north.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   The site is accessed by Sahara Avenue, a 130-foot Primary Arterial, as designated by the Master Plan of Streets and Highways and is adequate for the proposed development.

FINDINGS (SDR-57031)

In order to approve a Site Development Plan Review 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 Restaurant and Drive-through Facility are compatible with the adjacent uses and is design in manner that is sensitive to the adjacent residential land uses to the north, while remaining compatible with the neighboring commercial development to the east, west and south.

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 development meets all code requirements aside from the requested Exception.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The access to the site is required to be from the two adjacent local streets as a result of existing RTC bus shelters and NDOT refusal to allow direct access onto Sahara Avenue for safety concerns. The vast majority of the traffic generated by this project will remain on Sahara Avenue with minimal impact on the adjacent residential neighborhood.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed building materials are appropriate for the area and for the City. The applicant has provided the appropriate landscaping with suitable desert-appropriate plant materials specified.

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 building elevations are designed around the applicant's desire to improve the aesthetics while reinforcing the branding of a specific, fast-food restaurant. The site layout, to include the drive-through lane and trash enclosure, are designed and located appropriately to maintain the orderly environment of the existing commercial development along Sahara Avenue and in sensitivity to adjacent residential uses on the north.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposed restaurant is subject to ongoing City building permit review and inspections for licensing; therefore, public health, safety, and welfare will not be compromised.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

NOTICES MAILED 177 - GPA-57029 [PRJ-56817] (By City Clerk)
183 - ZON-57030 & SDR-57031 [PRJ-56817] (By City Clerk)

APPROVALS 3 - GPA-57029 [PRJ-56817]
3 - ZON-57030 & SDR-57031 [PRJ-56817]

PROTESTS 2 - GPA-57029 [PRJ-56817]
2 - ZON-57030 & SDR-57031 [PRJ-56817]

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: GPA-57029 APN: 162-02-811-155 thru 163

Name of Property Owner: Crystal View Capital Fund IA LLC

Name of Applicant: Crystal View Capital Fund IA LLC

Name of Representative: G.C. Garcia, Inc.

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: Matthew Ricciardelli

County of Clark State of NV
Subscribed and sworn before me

This 10th day of November, 2014

Sheri Meyer
Notary Public in and for said County and State

SHERI MEYER
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 06-05-2017
Certificate No: 12-7575-1

PRJ-56817
12/01/14

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: General Plan Amendment

Project Address (Location) Sahara & San Jose

Project Name Retail & Fast Food at Sahara **Proposed Use** Fast Food

Assessor's Parcel #(s) 162-02-811-155, 156, 157, & 163 **Ward #** 3

General Plan: existing Low proposed SC **Zoning:** existing R-1/R-2 proposed C-1

Commercial Square Footage 3230 +/- sq ft **Floor Area Ratio** 0.084

Gross Acres 0.89 +/- **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Crystal View Capital Fund IA LLC **Contact** Matthew Ricciardella

Address 2009 Amber Stone Ct **Phone:** (702) 507-1607 **Fax:** _____

City Las Vegas **State** NV **Zip** 89134

E-mail Address mattr@crystalviewcapital.com

APPLICANT Crystal View Capital Fund IA LLC **Contact** Matthew Ricciardella

Address 2009 Amber Stone Ct **Phone:** (702) 507-1607 **Fax:** _____

City Las Vegas **State** NV **Zip** 89134

E-mail Address mattr@crystalviewcapital.com

REPRESENTATIVE G.C. Garcia, Inc. **Contact** George Garcia

Address 1055 Whitney Ranch Dr., Suite 210 **Phone:** (702) 435-9909 **Fax:** (702) 435-0457

City Henderson **State** NV **Zip** 89014

E-mail Address acole@gcgarciainc.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 Matthew Ricciardella

County of Clark State of NV

Subscribed and sworn before me

This 10th day of November, 20 14.

Sheri Meyer

Notary Public in and for said County and State

SHERI MEYER
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 06-05-2017
Certificate No: 12-7575-1

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	GPA-57029
Meeting Date:	01/13/15
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-56817
12/01/14

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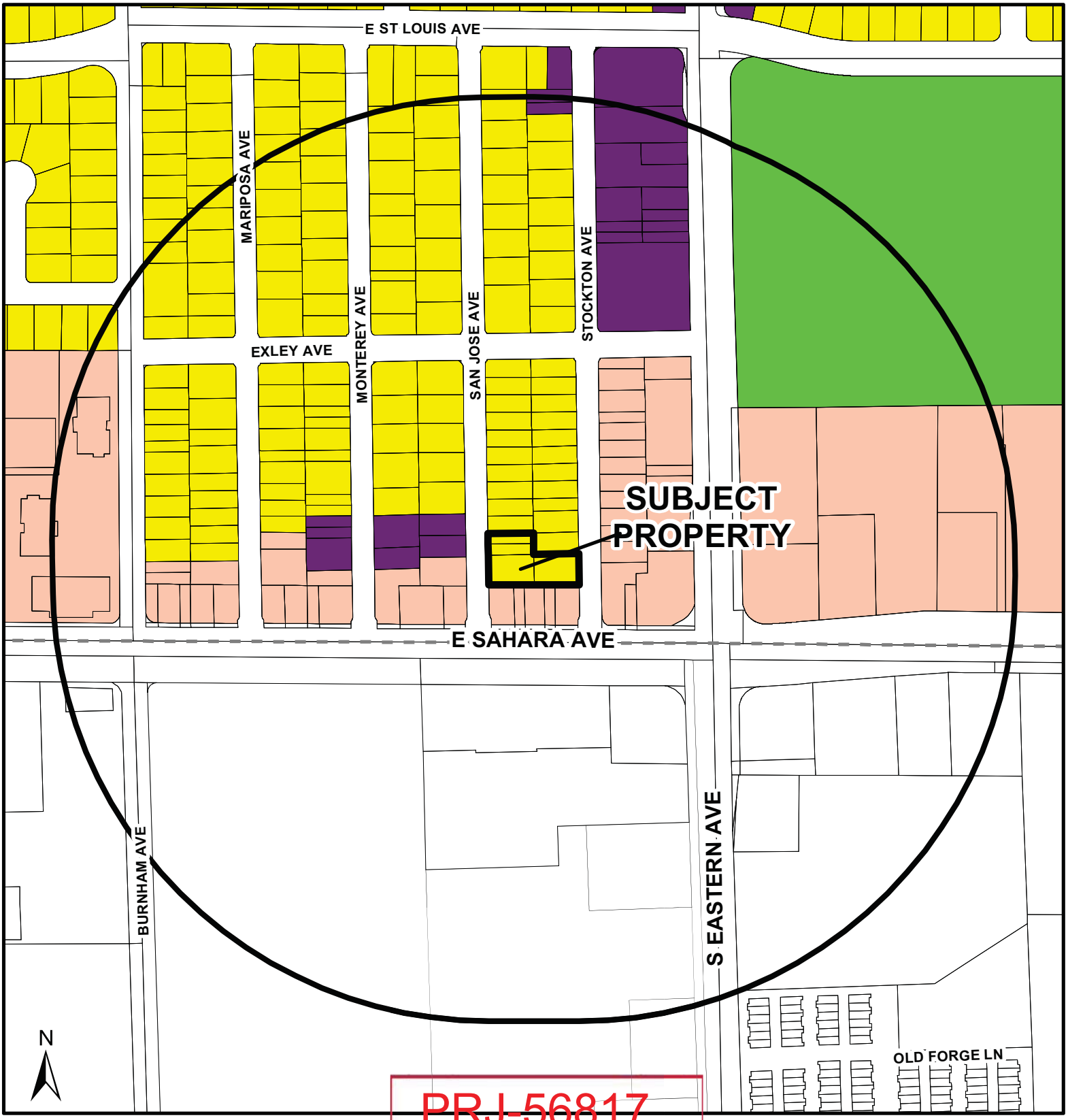
GPA-57029



PRJ-56817
12/01/14

General Plan Amendment

FROM L TO SC

- RNP - Rural Neighborhood Preservation
- RE - Rural Estates
- DR - Desert Rural
- R - Rural
- L - Low
- ML - Medium - Low
- MLA - Medium - Low Attached
- M - Medium
- H - High
- O - Office
- SC - Service Commercial
- GC - General Commercial
- GTC - Tourist Commercial
- LVMD - Las Vegas Medical District
- LI/R - Light Industrial / Research
- PCD - Planned Community Development
- PR-OS - Park/Recreation/ Open Space
- PF - Public Facility
- PF-CC Public Facility Clark County
- TC - Town Center
- RC - Resource Conservation
- C - Downtown - Commercial
- MXU - Downtown - Mixed Use
- TND - Tradional Neighborhood Development

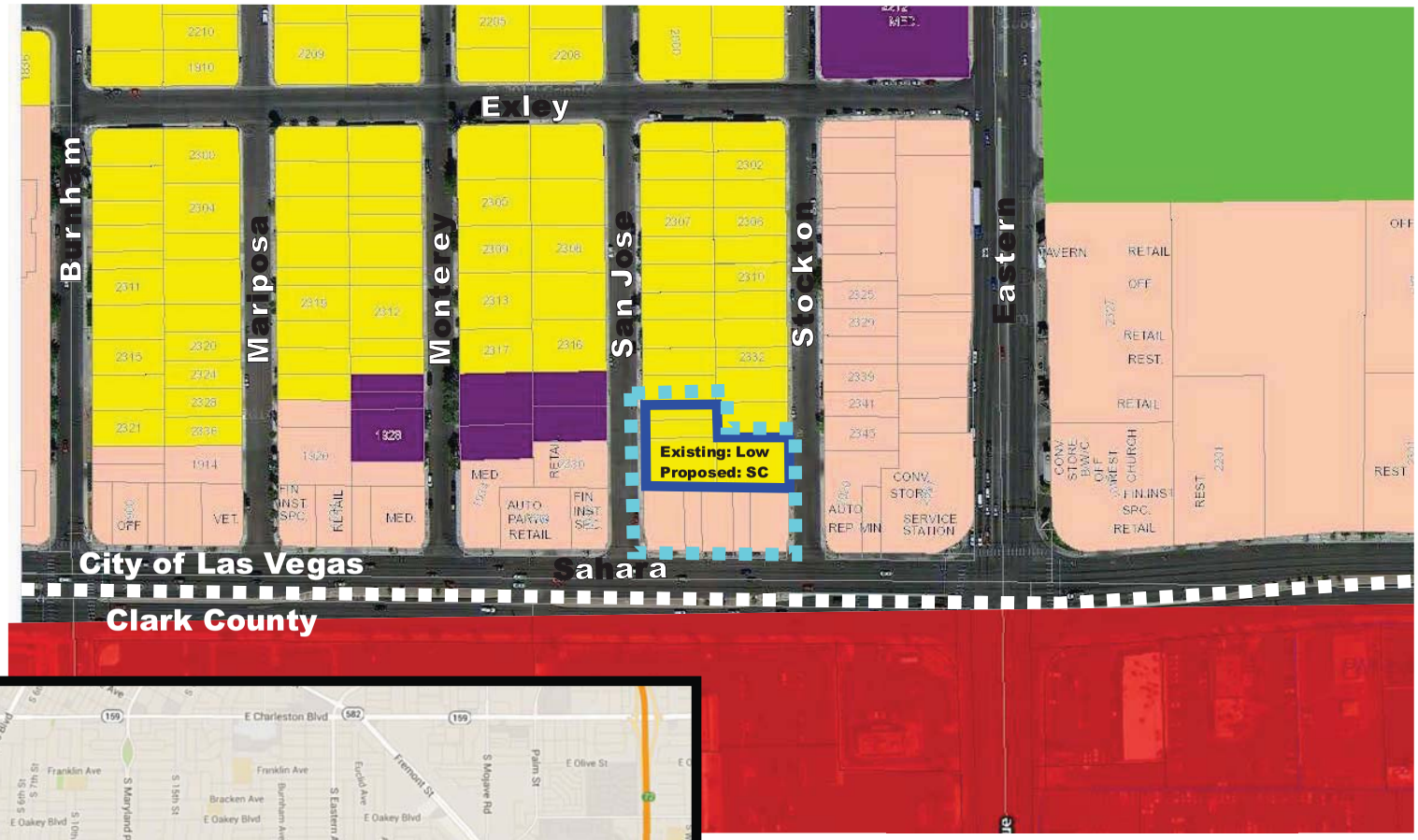
- Subject Property
- 1000ft Buffer
- City Limits

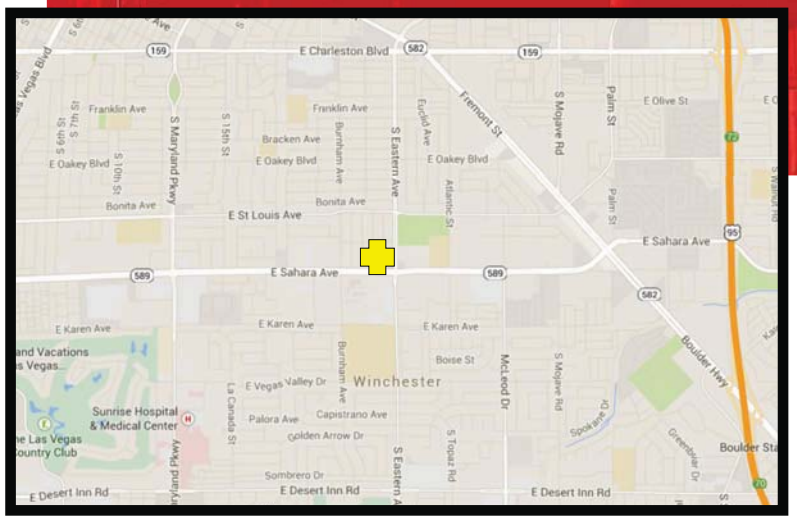
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Monday, December 01, 2014

Sahara & San Jose, NEC
Retail & Fast Food Commercial Center
Land Use Exhibit for Submittal

GCGARCIA
A Planning & Development Services Corporation
October 2014





City of Las Vegas Legend

- Commercial (Downtown Land-Use)
- Desert Rural
- Downtown Redevelopment Area
- General Commercial
- High
- Las Vegas Medical District
- Light Industry / Research
- Low
- Medium
- Medium Low
- Medium Low Attached
- Mixed Use (Downtown Land-Use)
- Office
- Parks/Recreation/Open Space
- Planned Community Development
- Public Facilities
- Public Facilities - Clark County
- Public Facilities - School
- Resource Conservation
- Rural
- Rural Estates
- Rural Neighborhood Preservation
- Service Commercial
- Tourist Commercial
- Town Center
- Traditional Neighborhood Development

Clark County Legend

- Commercial General
- Commercial Neighborhood

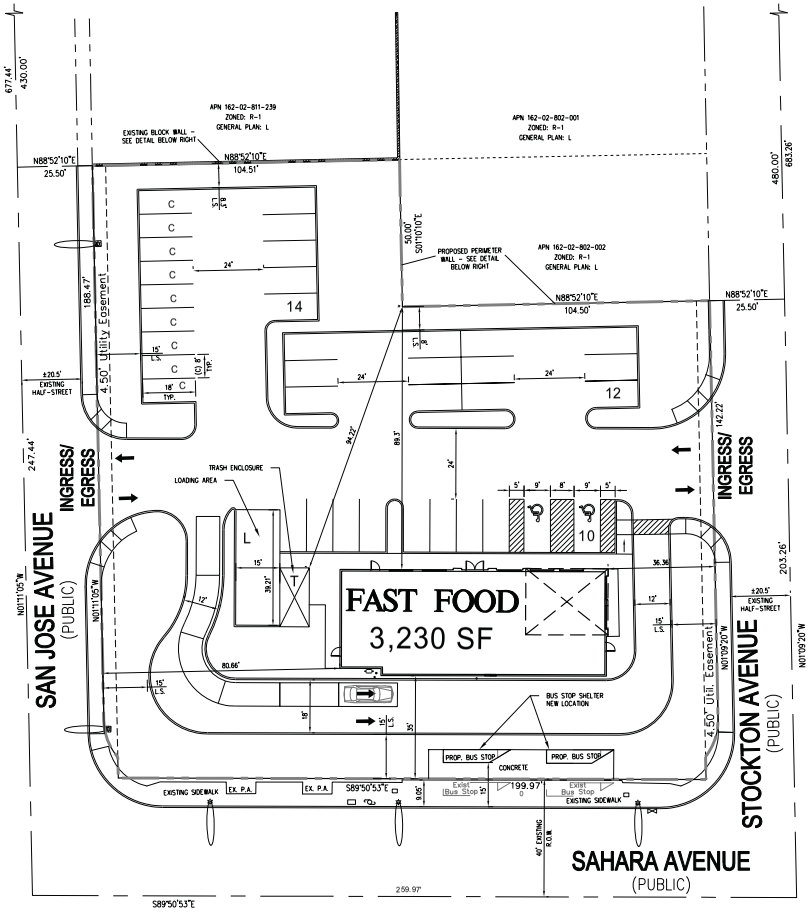
N

= GPA Area

= Entire Project Area

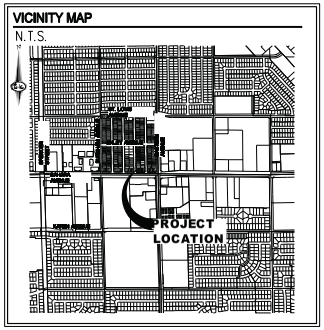
GPA-57029

PRJ-56817
12/01/14



VICINITY MAP

N.T.S.



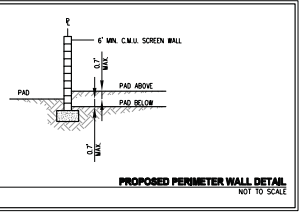
PROJECT INFORMATION

APNs:	162-02-811-155 THROUGH 162-02-811-163
NET ACREAGE:	38,607 SF / 0.89 ACRES
EXISTING LAND USE DESIGNATION:	SERVICE COMMERCIAL (SC) & LOW DENSITY RES. (L)
PROPOSED LAND USE DESIGNATION:	SC
EXISTING ZONING:	R-2 & R-1
PROPOSED ZONING:	C-1
PROPOSED F.A.R.:	3,230 / 38,607 = 0.084

PARKING ANALYSIS:
RESTAURANT - 3,230 SF
1,260 SF SEATING AREA/1,730 SF OTHER
1,260 / 50 = 26 STALLS ; 1,970 / 200 = 10 STALLS
36 STALLS REQUIRED

36 TOTAL STALLS REQUIRED
36 STALLS PROVIDED

EXISTING PERIMETER WALL DETAIL - APN 162-02-811-239
NOT TO SCALE



PROPOSED PERIMETER WALL DETAIL
NOT TO SCALE

SCALE - 1"=20' FEET

PRJ-56817
12/17/14

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #B16, LAS VEGAS, NV 89118
PHONE (702) 284-4300 FAX (702) 284-4399

NO.	DESCRIPTION	DATE	BY	APP. DATE	APP.

CITY OF LAS VEGAS, NEVADA

CRYSTAL VIEW CAPITAL FUND I, LLC

RETAIL DEVELOPMENT - SAHARA & STOCKTON

CONCEPTUAL SITE PLAN

S 21 | S
T 21 | E

DATE: 12/16/2014
DRAFTER: BTW
DESIGNER: BTW
CHECKED: DW
PROJECT NO. CVF1401.000

SP
SHEET 1 OF 2

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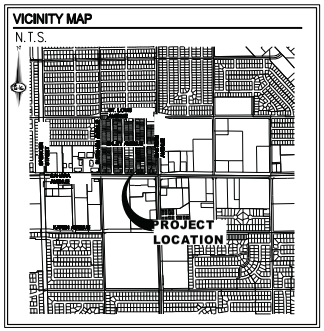
GPA-57029, ZON-57030 and SDR-57031 - REVISED

VICINITY MAP

N.T.S.



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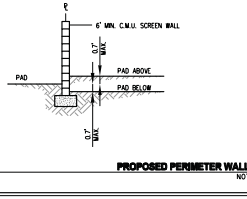
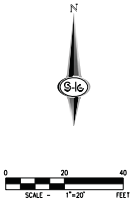


PROPOSED PERIMETER WALL DETAIL
NOT TO SCALE



PRJ-56817
12/17/14

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
9760 S. ARVILLE STREET #816, LAS VEGAS, NV 89118
PHONE (702) 284-4300 FAX (702) 284-4399

NO.	DESCRIPTION	DATE	BY	APP. DATE	APP.

CITY OF LAS VEGAS, NEVADA

CRYSTAL VIEW CAPITAL FUND I, LLC

RETAIL DEVELOPMENT - SAHARA & STOCKTON

CONCEPTUAL SITE PLAN

S21 | S15 | S16 E

DATE: 12/16/2014
DRAFTER: BTW
DESIGNER: BTW
CHECKED: DW
PROJECT NO.
CVF1401.000

SP
SHEET 1 OF 2

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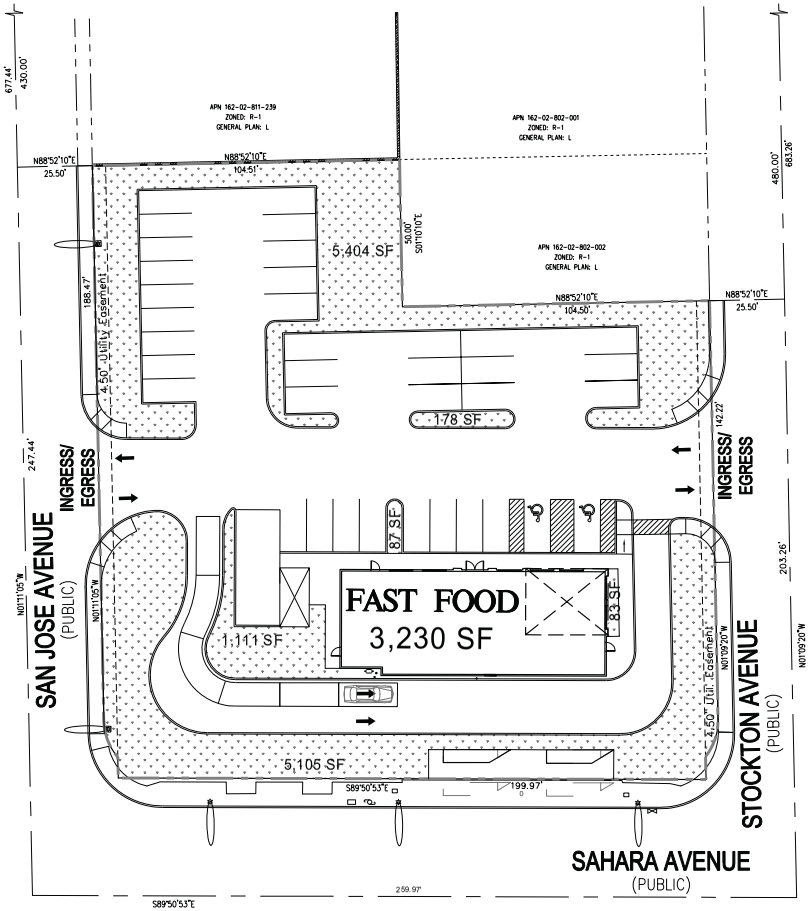
GPA-57029, ZON-57030 and SDR-57031 - REVISED



VICINITY MAP

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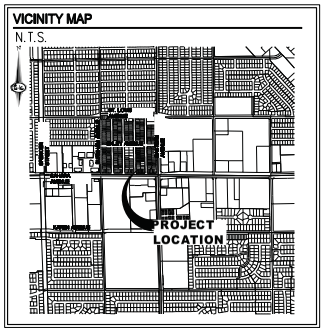

PLANTER AREA

X,XXX SF SQUARE FOOTAGE OF PLANTER AREA

12,968 SF = TOTAL PLANTER AREA SQUARE FOOTAGE

N

SCALE - 1"=20'

0 20 40 FEET

PRJ-56817
12/17/14

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
9240 S. ARVILLE STREET #216, LAS VEGAS, NV 89118
PHONE (702) 284-4300 FAX (702) 284-4399

NO.	DESCRIPTION	DATE	BY	APP. DATE	APP.

CITY OF LAS VEGAS, NEVADA

CRYSTAL VIEW CAPITAL FUND I, LLC

RETAIL DEVELOPMENT - SAHARA & STOCKTON

OPEN SPACE AREAS

S22
T21S
R61E

DATE: 12/16/2014
DRAFTER: BTW
DESIGNER: BTW
CHECKED: DW
PROJECT NO. CVF1401.000

OS
SHEET 1 OF 1

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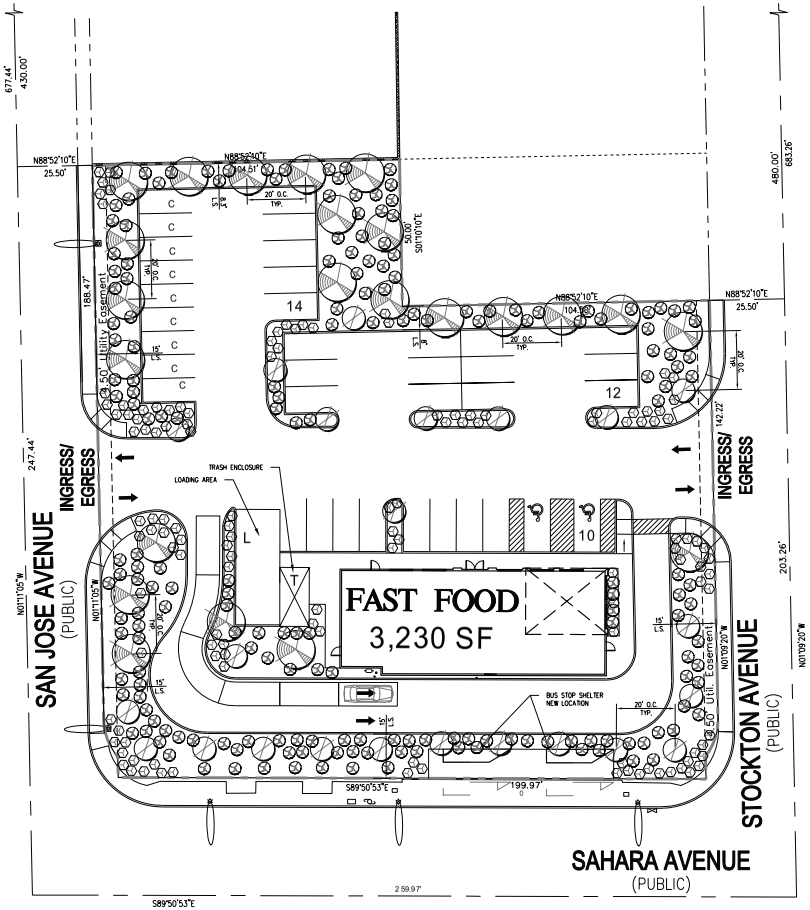
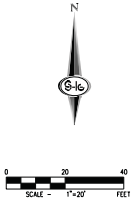
GPA-57029, ZON-57030 and SDR-57031 - REVISED





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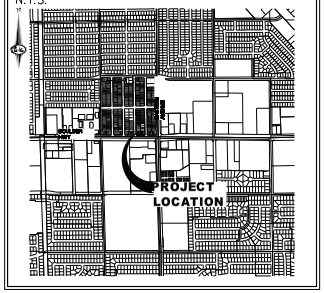

LANDSCAPE PALETTE

QTY.		
24		24" BOX SIZE SHADE TREE (SINGLE-TRUNK CHILEAN MESQUITE)
25		24" BOX SIZE ACCENT TREE (BRADFORD PEAR)
193		5 GALLON SHRUB (TEXAS RANGER)
134		1 GALLON GROUND COVER (STAR JASMINE)

ALL PLANTER AREAS SHALL HAVE A MINIMUM 2" LAYER OF ROCK MULCH GROUND COVER. COLOR AND SIZE TO BE DETERMINED BY ARCHITECT.

NOTE: NO PLANT MATERIAL OVER A HEIGHT OF 24" AT MATURITY IS TO BE LOCATED WITHIN SITE VISIBILITY RESTRICTION EASEMENTS.

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
5740 S. ARVILLE STREET #B16, LAS VEGAS, NV 89118
PHONE (702) 284-4500
FAX (702) 284-4599

NO.	DESCRIPTION	DATE	BY	APP. DATE	APP.

CITY OF LAS VEGAS, NEVADA

CRYSTAL VIEW CAPITAL FUND I, LLC

RETAIL DEVELOPMENT - SAHARA & STOCKTON

CONCEPTUAL LANDSCAPE PLAN

S 2 1 | S 21 E

DATE: 12/16/2014
DRAFTER: BTW
DESIGNER: BTW
CHECKED: DW

PROJECT NO.
CVF1401.000

LP
SHEET 2 OF 2

PRJ-56817
12/17/14

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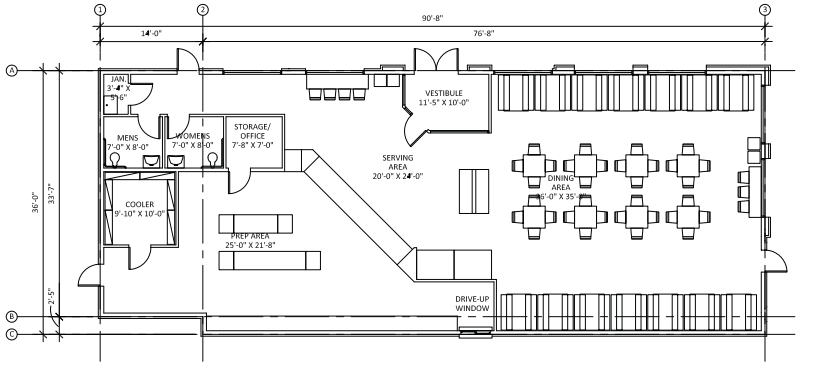
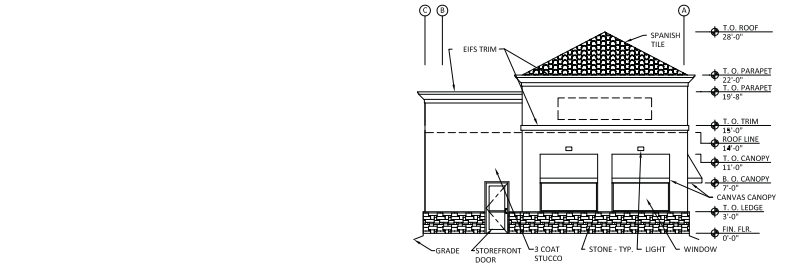
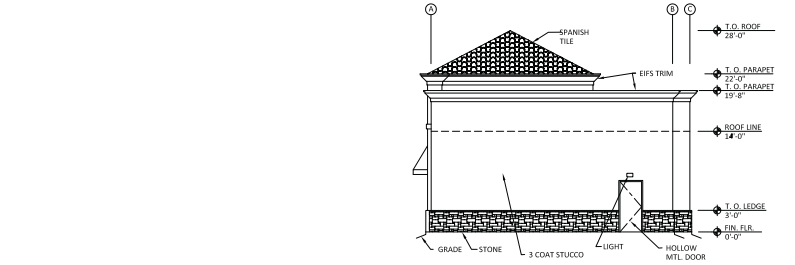
GPA-57029, ZON-57030 and SDR-57031



FAST FOOD FLOOR PLAN SCALE: 1/8"=1'-0" 9



FAST FOOD EAST ELEVATION SCALE: 1/8"=1'-0" 4



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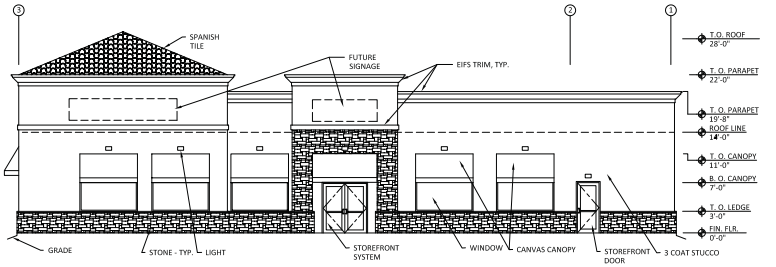
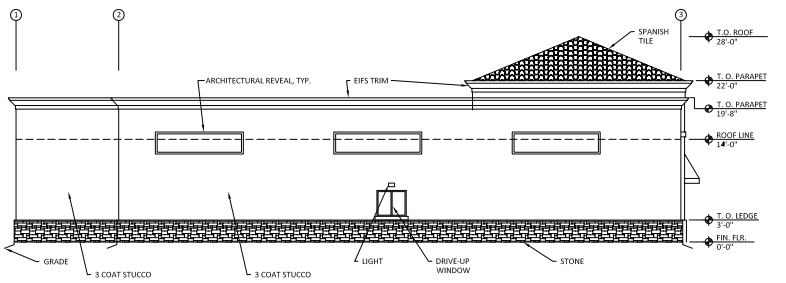


FAST FOOD NORTH ELEVATION SCALE: 1/8"=1'-0" 2



FAST FOOD SOUTH ELEVATION SCALE: 1/8"=1'-0" 1

ANDOSCIA | ARCHITECTURE
10120 SOUTH EASTERN AVENUE, SUITE 115
HENDERSON, NEVADA 89052
(702) 355-6614
CIVIL: N/A
LANDSCAPE ARCH.: N/A
STRUCTURAL: N/A
M, P & E: N/A

PRJ-56817
12/17/14

CRYSTAL VIEW CAPITAL
FUND 1, L.L.C.
RETAIL DEVELOPMENT
SAHARA & STOCKTON
LAS VEGAS, NEVADA 89141
JURISDICTION: LAS VEGAS, NEVADA

PROJ. NO.:	001614.00
DATE:	16DEC14
DRAWN BY:	JMA
ARCHITECT:	JMA
CHECKED:	JMA
REVISIONS:	

SHEET TITLE
FLOOR PLANS & EXTERIOR ELEVATIONS

ANDOSCIA ARCHITECTURE
©2014
THESE DOCUMENTS HAVE BEEN PREPARED SPECIFICALLY FOR FOR THE CRYSTAL VIEW CAPITAL FUND 1 RETAIL DEVELOPMENT, LAS VEGAS, NEVADA . THEY ARE NOT SUITABLE FOR USE ON OTHER PROJECTS OR IN OTHER LOCATIONS WITHOUT APPROVAL AND PARTICIPATION OF ANDOSCIA ARCHITECTURE. REPRODUCTION IS PROHIBITED.

FOR
A2.1
DESIGN REVIEW

GPA-57029, ZON-57030 and SDR-57031 - REVISED

MATERIALS LIST

CRYSTAL VIEW CAPITAL FUND 1, LLC RETAIL DEVELOPMENT

ROOFING MATERIAL

SPANISH TILE
COLORS AS SHOWN IN PHOTOGRAPH

WALLS AND PARAPETS

3 COAT STUCCO SYSTEM WITH EIFS TRIM
COLORS AS SHOWN IN PHOTOGRAPH

STOREFRONT SYSTEM & CANOPY

BRUSHED ALUMINUM STOREFRONT WITH
LOW-E GLASS AND CANVAS CANOPY
COLORS AS SHOWN IN PHOTOGRAPH

STONE ACCENT

LINEAR EARTH TONE STONE VENEER
COLORS AS SHOWN IN PHOTOGRAPH

EXTERIOR LIGHTS

LED WALL PACK
COLOR AS SHOWN IN PHOTOGRAPH

PRJ-56817
12/01/14

ANDOSCIA | ARCHITECTURE
10120 South Eastern Avenue, Suite 115 • Henderson, Nevada 89052 • (702) 355-6614 • jason@andosciaarchitecture.com

GPA-57029, ZON-57030 and SDR-57031

GPA-57029 [PRJ-56817] - GENERAL PLAN AMENDMENT RELATED TO ZON-57030 AND SDR-57031 - APPLICANT/OWNER: CRYSTAL VIEW CAPITAL FUND IA, LLC
NORTHEAST CORNER OF SAHARA AVENUE AND SAN JOSE AVENUE

12/04/14

GPA-57029 [PRJ-56817] - GENERAL PLAN AMENDMENT RELATED TO ZON-57030 AND SDR-57031 - APPLICANT/OWNER: CRYSTAL VIEW CAPITAL FUND IA, LLC
NORTHEAST CORNER OF SAHARA AVENUE AND SAN JOSE AVENUE

12/04/14

GPA-57029 [PRJ-56817] - GENERAL PLAN AMENDMENT RELATED TO ZON-57030 AND SDR-57031 - APPLICANT/OWNER: CRYSTAL VIEW CAPITAL FUND IA, LLC
NORTHEAST CORNER OF SAHARA AVENUE AND SAN JOSE AVENUE

12/04/14

GPA-57029 [PRJ-56817] - GENERAL PLAN AMENDMENT RELATED TO ZON-57030 AND SDR-57031 - APPLICANT/OWNER: CRYSTAL VIEW CAPITAL FUND IA, LLC
NORTHEAST CORNER OF SAHARA AVENUE AND SAN JOSE AVENUE

12/04/14

November 26, 2014

Tom Perrigo, Acting Director
Planning and Development Department
City of Las Vegas
333 N. Rancho Drive
Las Vegas, NV 89106

RE: Retail & Fast Food at Sahara & Eastern (San Jose)
Request General Plan Amendment, Rezoning, Two Special Use Permit for Fast Food and a Drive Through, Site Development Review, and Variance at the NEC, Sahara & San Jose
APN#s: 162-02-811-155, 156, 157, 158, 159, 160, 161, 162, & 163

Dear Mr. Perrigo:

On behalf of our client, Crystal View Capital Fund IA, LLC, please accept this justification letter for a General Plan Amendment from Low to Service Commercial on a portion of the project, Rezoning to C-1 (Limited Commercial) for all parcels from R-2 and R-1, two Special Use Permits for a restaurant (fast food) and a drive through, and a Site Development Review (SDR), and a Variance (VAR) for a fast food restaurant on the northeast corner of Sahara and San Jose.

The 0.89+/- acre site is currently Low Density residential on a portion of the site (162-02-811-155, 156, 157 & 163) and is being requested for Service Commercial. The Service Commercial land use will provide the request for C-1 to be a conforming zone change and allow a commercial use. The project is located near the intersection of Sahara and Eastern, both of which are major arterials. Given the intense traffic and commercial character of Sahara, this use would be compatible.

The new one story fast food building will be about 3,230± square feet for the fast food as depicted on the attached site plan. The elevations are for an attractively designed building. The site is providing parking and landscaping per code.

COMPREHENSIVE PLAN AMENDMENT: Change Required

The General Plan identifies a portion of this site currently as Low density residential. Given the proximity to two major arterial roads, commercial is appropriate at this location. The Development Code allows for changes to the General Plan and provides Determinations to be met. The project meets the determinations which are as follows:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land uses designations;**

   The intensity of the proposed General Plan Amendment is compatible with the existing adjacent land uses designations. The parcels to the east , west, and south have developed commercial land uses. The proposed land use is the same as that land uses to both the east and the west of the proposed project.

GPA-57029, ZON-57030 and SDR-57031

GCGARCIA
A Planning & Development Services Corporation
1055 Whitney Ranch, Suite 210, Henderson, Nevada 89014-3205
Telephone: 702 435 9909 Facsimile: 702 435 0457 E-Mail: ggarcia@gcgarciainc.com

PRJ-56817
12/01/14

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts.**

   The zoning designation being proposed that are allowed by the proposed land use amendment will be compatible with the existing adjacent land uses or zoning districts. We are requesting the same designation as the parcels adjacent to the east and west of our site.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan; and**

   There are adequate transportation, recreation, utility and other facilities to accommodate the uses and densities permitted by the proposed General Plan. Sahara is a major arterial road and has adequate capacity for these uses. The utilities are also adequate for the proposed uses.

4. **The proposed amendment conforms to other applicable adopted plans and policies.**

   The proposed amendment conforms to other applicable adopted plans and polices. This project will conform to all applicable adopted plans and policies, when approved.

ZONING CLASSIFICATION: Request R-2, R-1 to C-1 Limited Commercial:

The Limited Commercial (C-1) zoning classification conforms to the proposed Future Land Use designation. This district is intended to provide for retail shopping and located on the periphery of residential neighborhoods and along commercial corridors (UDC 19.08.070).

The subject site is for a fast food restaurant and the location is on the edge of the residential area and along the Sahara corridor near the Eastern corridor which both are primary arterials and commercial corridors.

Surrounding Zoning Districts: The parcels to the east and the west of the proposed project are primarily zoned C-1, with SC land use. There is a parcel to the east with R-1 zoning and SC land use. There are also parcels to the west that are zoned P-R with a land use of O. The parcels are all developed with commercial uses and parking. The parcels to the north are zoned R-1 with a land use of L. The property to the north is primarily developed residential housing. Once this project develops, there will be two vacant residential properties to the north.

Existing Land Use Pattern and Constraints: The existing site is vacant and has had some vandalism. The developing of this parcel would provide for more security by adding lighting and uses that create more eyes on the street.

With the parcels on either side of the project planned for SC, it would be appropriate to change the existing land use from L to SC. The existing land use to the south is developed commercial located in Clark County.

Street Design & Traffic: Sahara is a high capacity major arterial. It is fully capable of supporting the minor incremental increase in traffic that would be created by the proposed project. San Jose is a fully improved street and can safely serve this project. The street designs will conform to CRY standards and requirements including sidewalks and driveways.

PRJ-57017
12/01/14

Appropriate Location & Compatibility.
The area is adequately served by streets and utilities. The City of Las Vegas provide infrastructure near to this site including streets, water and sewer lines. The developer will contribute and or provide the on site and offsite improvements as required to adequately serve the project.

The land use and zoning fit within the surrounding context of land uses and zoning. The zoning and design comply with the goals, objectives and policies of the City

APPROVAL CRITERIA- SPECIAL USE PERMIT Title 19.16.110-(L)

Special Use Permits are required for the fast food restaurant and for the drive through. The following are the determinations to be made for approval of a Special Use Permit:

a) ***The proposed 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 used is harmonious and compatible with the existing surround land uses and with the future surrounding land uses as projected by the General Plan.

b) ***The subject site is physically suitable for the type and intensity of land use being proposed.***

The subject site is physically suitable for this type and intensity of land use being proposed. The site has developed commercial to the east, west and south of this property and is located on a major arterial street.

c) ***Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use; and***

The surrounding street network will be adequate to provide access and traffic carrying capacity.

d) ***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 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.

SITE DEVELOPMENT REVIEW

The proposed design requires a Minor review as the building is less than 5,000 square feet. The project effectively meets the Code design criteria for these types of uses. The design of the building fits with the design of commercial on the corridor.

1. ***The proposed development is compatible with adjacent development and development in the area;***

The proposed development standard is compatible with adjacent land development and development in the area. The parcels to the east and west are

PRJ-57031
12/01/14

developed commercial (C-1) uses within the City of Las Vegas, the parcels to the south, across Sahara are developed C-2 in Clark County.

2. ***The proposed development is consistent with the General Plan, this Title, the Commercial Design Standards for Parking, Landscape, Wall and Buffer Standards, Sign and other duly-adopted city plans, policies and standards***;

   The proposed development is consistent with the General Plan and other adopted city plans, policies and standards. This project will make the zoning more compatible to the adjacent uses along Sahara.

3. ***Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic.***

   Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic as Sahara is an existing arterial and has the capacity for this type of use.

4. ***Building and landscape materials are appropriate for the area and for the City and consistent and compatible with existing commercial;***

   The building and landscape materials are appropriate for the area and for the city and are consistent and compatible with the other existing commercial uses in the area and meet or exceed the Development Code.

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 consistent and compatible with existing commercial along the corridor***;

   The building is harmonious and compatible with development in the area and is consistent and compatible with the existing commercial along the corridor. The building incorporates earth tone colors and store front window in their design. The materials include stone accents, Spanish tile roofing and red canopies for accents over windows and doors.

6. ***Appropriate measures will be taken to secure and protect the public health, safety and general welfare through the design.***

   Appropriate measures will be taken to secure and protect the public health, safety and general welfare through the design.

VARIANCE-Determinations
Title 19.16.140.L.2

2. **Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of the enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, those owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without**

PRJ-57029
12/01/14

substantially impairing the intent and purpose of any ordinance or resolution.

This project requires a Variance due to the shallow depth and irregular shape of the project parcel. The proposed building is single story, yet due to the shallow depth of the parcel it cannot meet the 3:1 Residential Adjacency Standards found in Title 19.08.040 (H) 2.a.i. This requirement would be a problem for any commercial development because of the shape of the parcel. Relief from a strict application would not be a substantial detriment to the public good or impair the intent and purpose of the code.

Title 19.08.040(H) 2.a.i. states:

> *Except as otherwise provided in this Paragraph (2), no building subject to the standards of this Subsection shall exceed the height of a line drawn from the property line of a protected property at a 3:1 slope directly into the property subject to the standards of this Subsection…The Proximity Slope limitations contained in this Subparagraph (a) applies to architectural projects above rooflines.*

The proposed project is a single story building and the tallest point of the building is 28 feet in height. This is an architectural feature that includes a sloped roof with Spanish tile. This feature is located along Sahara Boulevard, furthest away from the residential properties. The height to the parapet closest to the residential is 19'8"; the parapet and decorative cornice hide the mechanical equipment and improve the aesthetics. With the 3:1 requirement, the separation from residential would ideally be about 60 feet away. The proposed project is 50 feet away from the nearest undeveloped residential. The taller portions of the building are 85 feet, or more, away from the nearest developed residential and meet the 3:1 requirement.

SUMMARY JUSTIFICATION:

The request brings the site into more conformances with the surrounding developed land uses and will meet the plans and policies of the City. It replaces vacant, underutilized land that is currently a target for vandalism. The commercial development, which is ideally located along a primarily commercial zoned corridor, has existing infrastructure and easy access to major roadways. It adds to tax base, creates jobs, in the City.

We would appreciate your favorable consideration of this project. Should you have any questions or concerns regarding this request, please contact this office.

Sincerely,

George Garcia
President

GCG:dw

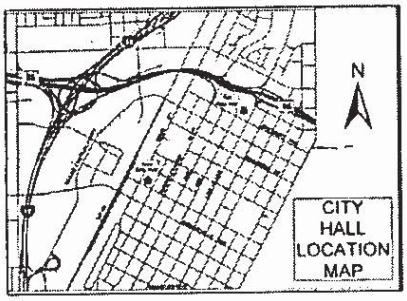
PRJ-56817
12/01/14

GPA-57029, ZON-57030 and SDR-57031

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning 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.

GPA-57029 [PRJ-56817]
Planning Commission Meeting of 1/13/2015

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PRESORTED FIRST CLASS

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City of Las Vegas
Dept. of Planning

Case: GPA-57029
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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-57029 [PRJ-56817]
Planning Commission Meeting of 1/13/2015

49 JRDFNMP 89104

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City of Las Vegas
Dept. of Planning

Case: GPA-57029
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OMMEN ILLONA C JAMES
2109 SAN JOSE AVE
LAS VEGAS NV 89104-3845

Submitted after final agenda 24P

Date 1-13-2015 Item 24

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-57029 [PRJ-56817]
Planning Commission Meeting of 1/13/2015

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City of Las Vegas
Dept. of Planning

Case: GPA-57029
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Submitted after final agenda 24 A
Date 1-13-2015 Item 24

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Dept. of Planning

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-57029 [PRJ-56817]
Planning Commission Meeting of 1/13/2015

Case: GPA-57029

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LEAVITT K MICHAEL & LINDA
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8345 W SUSNET RD #250
LAS VEGAS NV 89113

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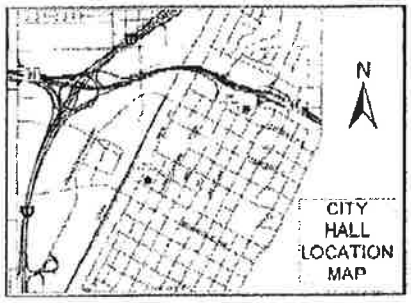
City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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JAN 8 2015
City of Las Vegas
Dept. of Planning

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-57029 [PRJ-56817]
Planning Commission Meeting of 1/13/2015

Case: GPA-5702

16212110005
HARAKO DEAN
721 W WHITTIER BLVD #O
LA HABRA CA 90631

24A

City of Las Vegas Agenda Item No.: **86.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

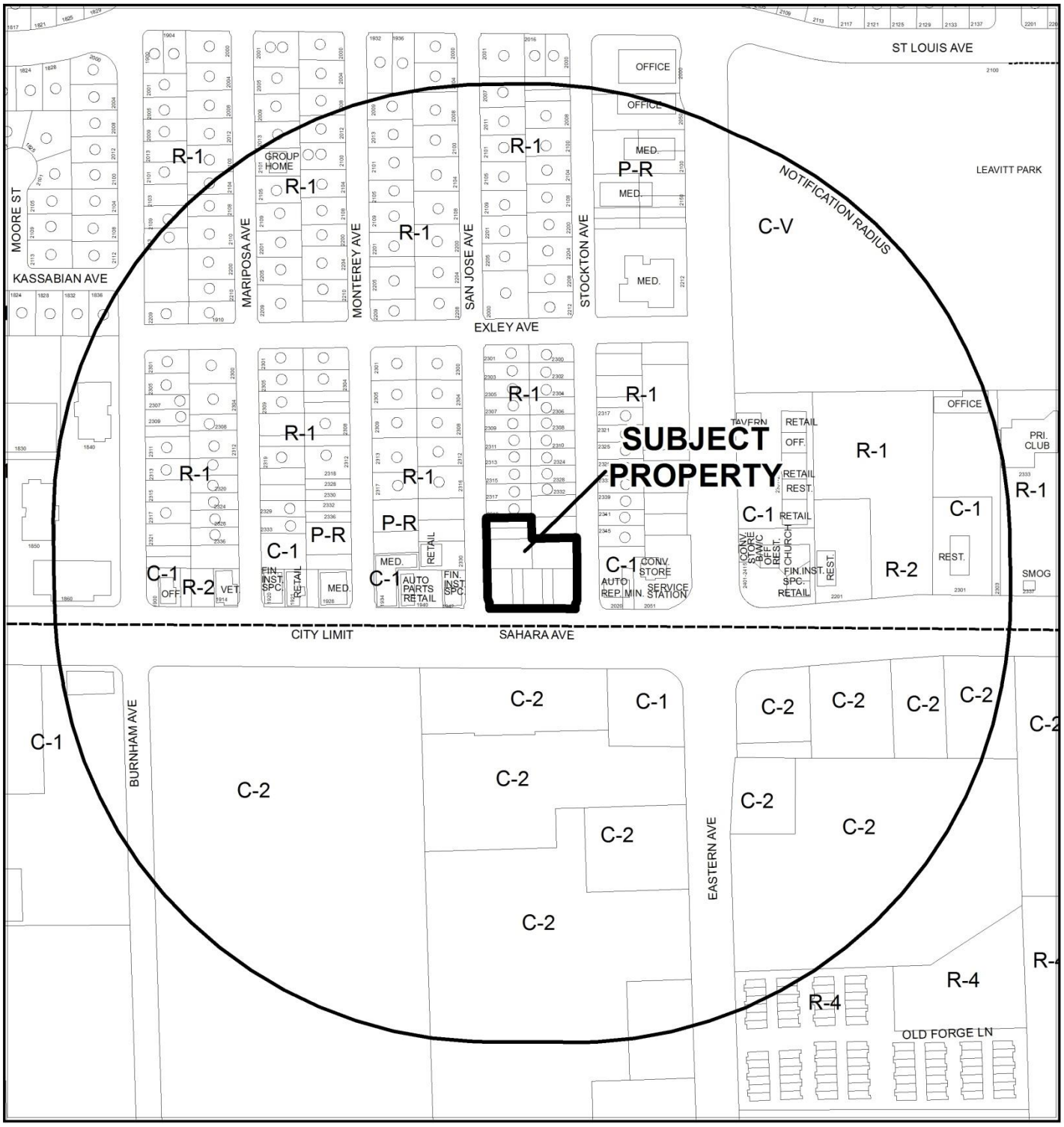
SUBJECT:
ZON-57030 - REZONING RELATED TO GPA-57029 - PUBLIC HEARING - APPLICANT/OWNER: CRYSTAL VIEW CAPITAL FUND IA, LLC - For possible action on a request for a Rezoning FROM: R-1 (SINGLE FAMILY RESIDENTIAL) AND R-2 (MEDIUM-LOW DENSITY RESIDENTIAL) TO: C-1 (LIMITED COMMERCIAL) on 0.84 acres located at the northeast corner of Sahara Avenue and San Jose Avenue (APNs 162-02-811-155 through 163), Ward 3 (Coffin) [PRJ-56817]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps - ZON-57030 and SDR-57031 [PRJ-56817].docx
3. Supporting Documentation
4. Backup Referenced from the January 13, 2015 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.



CASE: **ZON-57030, AND SDR-57031 (PRJ-56817)**

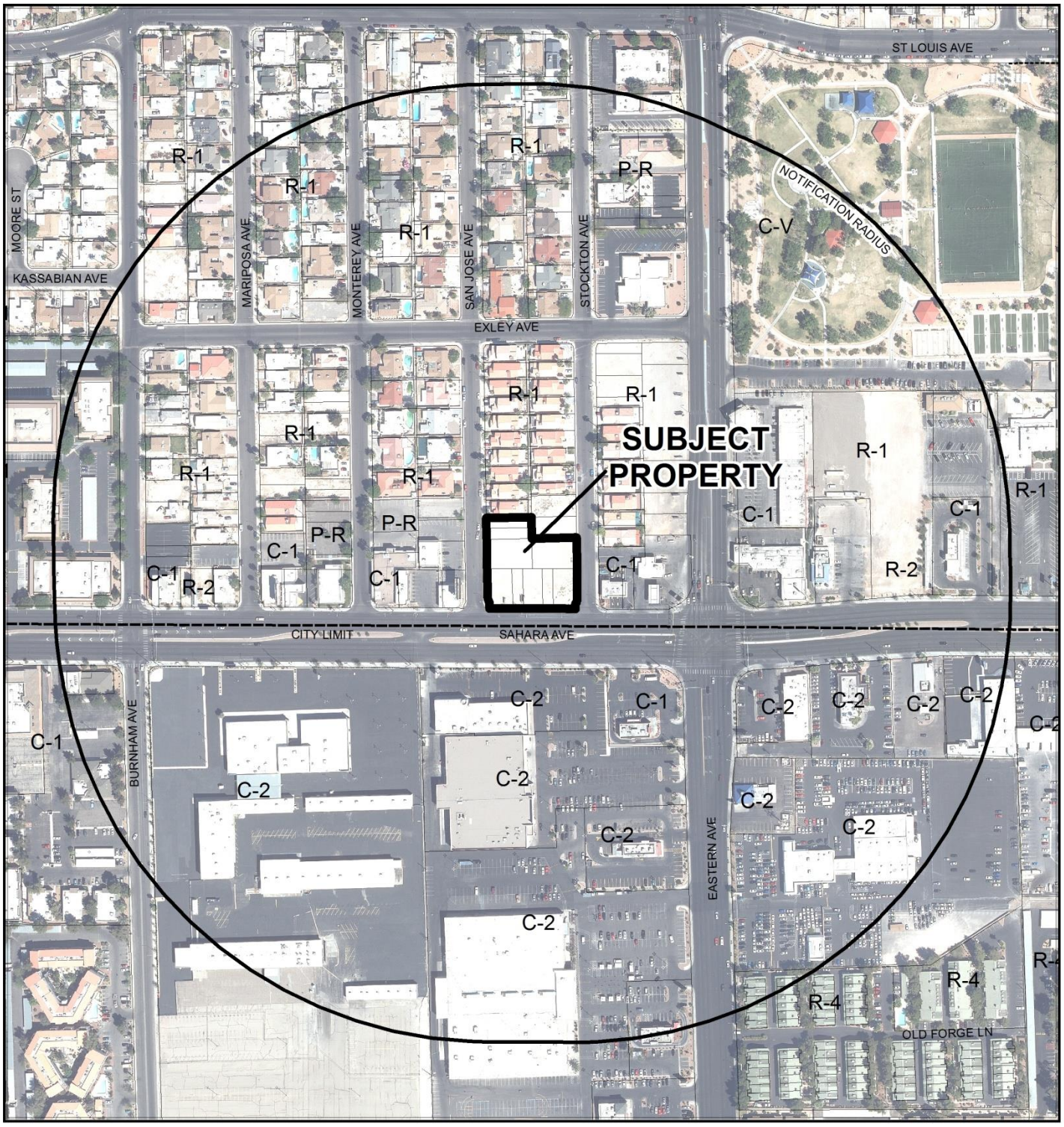
RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL) AND R-2 (MEDIUM-LOW DENSITY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

GENERAL PLAN OF SUBJECT PROPERTY: L (LOW DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: SC (SERVICE COMMERCIAL)



CASE: **ZON-57030, AND SDR-57031 (PRJ-56817)**

0 300 600 Feet

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL) AND R-2 (MEDIUM-LOW DENSITY RESIDENTIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

GENERAL PLAN OF SUBJECT PROPERTY: L (LOW DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: SC (SERVICE COMMERCIAL)

N

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-57030 APN: 162-02-811-155 thru 163

Name of Property Owner: Crystal View Capital Fund IA LLC

Name of Applicant: Crystal View Capital Fund IA LLC

Name of Representative: G.C. Garcia, Inc.

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: Matthew Ricciardelli

County of Clark State of Nv
Subscribed and sworn before me

This 10th day of November, 2014

Sheri Meyer
Notary Public in and for said County and State

SHERI MEYER
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 06-05-2017
Certificate No: 12-7575-1

PRJ-56817
12/01/14

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Zone Change

Project Address (Location) Sahara & San Jose

Project Name Retail & Fast Food at Sahara **Proposed Use** Fast Food

Assessor's Parcel #(s) 162-02-811-155 thru 163 **Ward #** 3

General Plan: existing Low proposed SC **Zoning:** existing R-1/R-2 proposed C-1

Commercial Square Footage 3230 +/- sq ft **Floor Area Ratio** 0.084

Gross Acres 0.89 +/- **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Crystal View Capital Fund IA LLC **Contact** Matthew Ricciardella

Address 2009 Amber Stone Ct **Phone:** (702) 507-1607 **Fax:** _____

City Las Vegas **State** NV **Zip** 89134

E-mail Address mattr@crystalviewcapital.com

APPLICANT Crystal View Capital Fund IA LLC **Contact** Matthew Ricciardella

Address 2009 Amber Stone Ct **Phone:** (702) 507-1607 **Fax:** _____

City Las Vegas **State** NV **Zip** 89134

E-mail Address mattr@crystalviewcapital.com

REPRESENTATIVE G.C. Garcia, Inc. **Contact** George Garcia

Address 1055 Whitney Ranch Dr., Suite 210 **Phone:** (702) 435-9909 **Fax:** (702) 435-0457

City Henderson **State** NV **Zip** 89014

E-mail Address acole@gcgarciainc.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 Matthew Ricciardella

Subscribed and sworn before me

County of Clark State of NV

This 10th day of November, 20 14.

Sheri Meyer

Notary Public in and for said County and State

SHERI MEYER
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 06-05-2017
Certificate No: 12-7575-1

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	ZON-57030
Meeting Date:	01/13/15
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-56817
12/01/14

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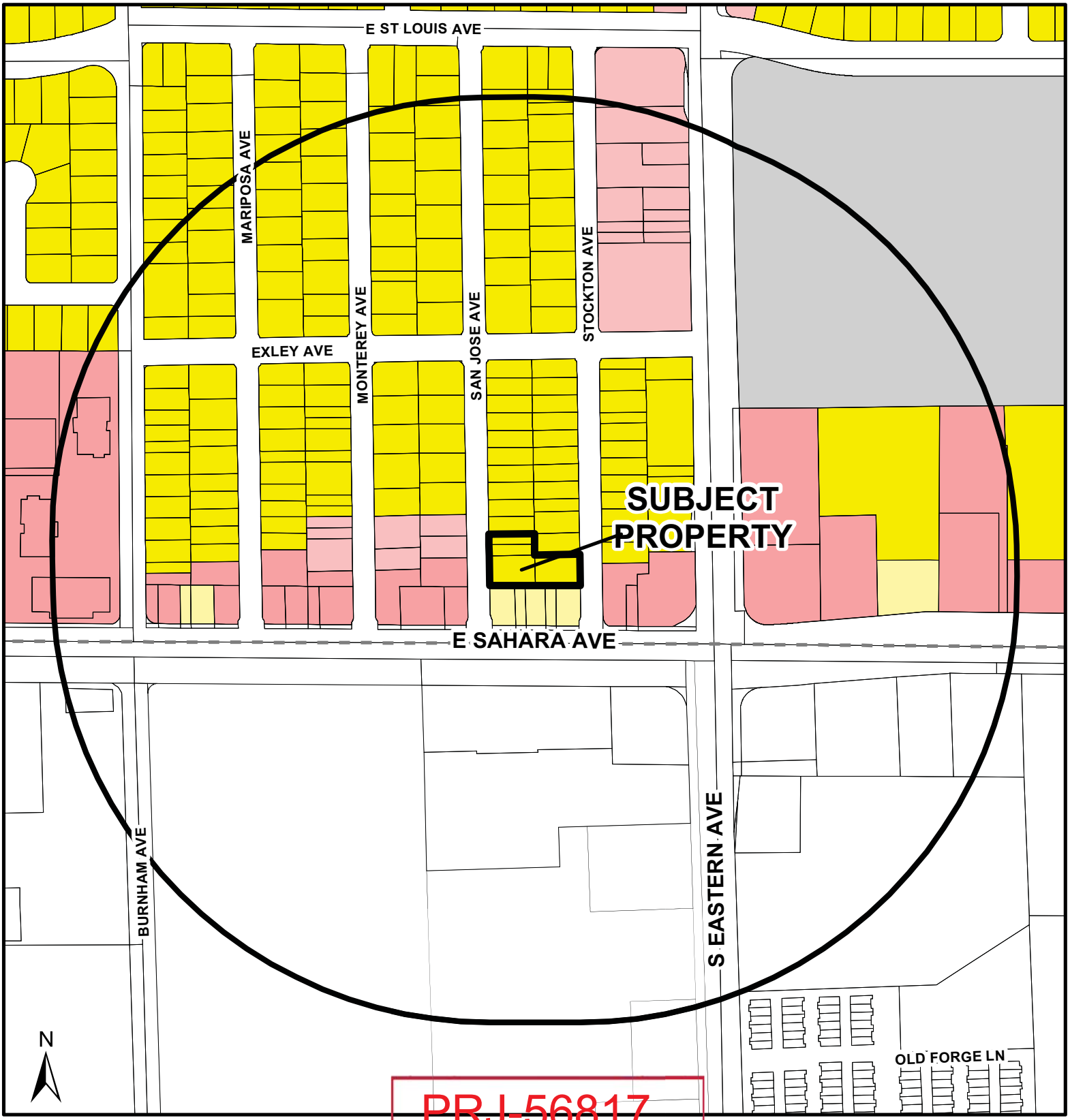
ZON-57030



PRJ-56817
12/01/14

Zoning

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residential Estates
- R-D - Single-Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single-Family Compact-Lot
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-5 - Apartment
- R-MH - Mobile/Manufactured Home Residence
- R-MHP - Residential Mobile/ Manufactured Home Park
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- T-C - Town Center

FROM R-1 & R-2 TO C-1

- Subject Property
- 1000ft Buffer
- City Limits

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, December 01, 2014

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

PRESORTED
FIRST CLASS

UNITED STATES POSTAGE
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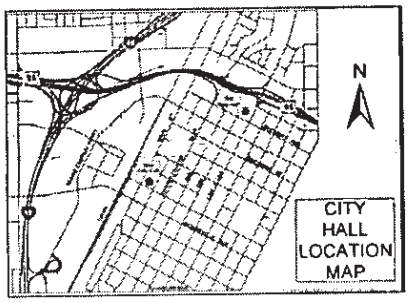
MAILED FROM ZIP CODE 89101

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.

ZON-57030 & SDR-57031 [PRJ-56817]
Planning Commission Meeting of 1/13/2015

RECEIVED

JAN 6 2015

City of Las Vegas
Dept of Planning

Case: ZON-57030
16202811068
GALINDO CESAR & MARY REV LIV TR
GALINDO CESAR A & MARY C TRS
4518 LORNA PL
LAS VEGAS NV 89107-4107

45 JRDFNMP 89107

25-26P

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
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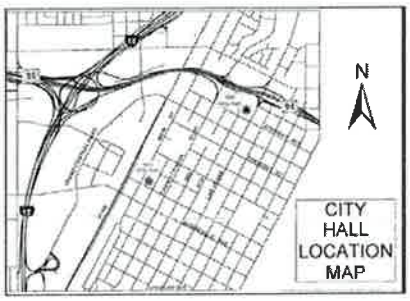
0004279218 DEC 31 2014
MAILED FROM ZIP CODE 89101

Return Service Requested
Official Notice of Public Hearing



RECEIVED
JAN 7 2015
City of Las Vegas
Dept. of Planning

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Please use available blank space on card for your comments.

ZON-57030 & SDR-57031 [PRJ-56817]
Planning Commission Meeting of 1/13/2015

Case: ZON-57030
16202811138
OMMEN ILLONA C JAMES
2109 SAN JOSE AVE
LAS VEGAS NV 89104-3845

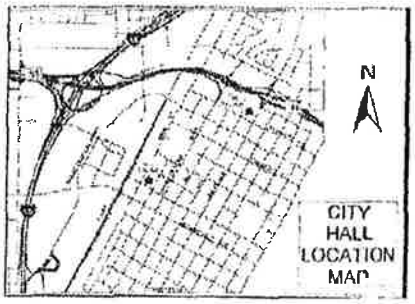
43 JRDFNMP 89104

Submitted after final agenda 25-26P

Date 1-13-2015 Item

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-57030 & SDR-57031 [PRJ-56817]
Planning Commission Meeting of 1/13/2015

RECEIVED
JAN 8 2015
City of Las Vegas
Dept. of Planning

Case: ZON-57030
16212110005
HARAKO DEAN
721 W WHITTIER BLVD #O
LA HABRA CA 90631

Submitted after final agenda 25-26A
Date 1-13-2015 Item

ty of Las Vegas
epartment of Planning
evelopment Services Center
3 North Rancho Drive, 3rd Floor
as Vegas, Nevada 89106

PRESORTED FIRST CLASS

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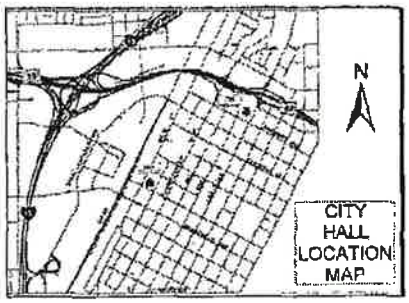
Return Service Requested
Official Notice of Public Hearing



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JAN 8 2015
City of Las Vegas
Dept. of Planning

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

lease use available blank space on card for your comments.
ON-57030 & SDR-57031 [PRJ-56817]
lanning Commission Meeting of 1/13/2015

RECEIVED
Case: ZON-57030
JAN 02 2014

16202811210
LEAVITT K MICHAEL & LINDA
L L C C L L L C
8345 W SUSNET RD #250
LAS VEGAS NV 89113

63 JRDFMP 89113

25-26 A

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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0004279218 DEC 31 2014
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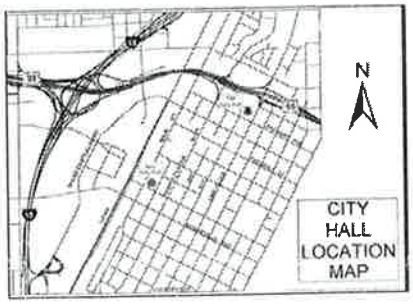

RECEIVED
JAN 13 2015
City of Las Vegas
Dept. of Planning

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-57030 & SDR-57031 [PRJ-56817]
Planning Commission Meeting of 1/13/2015

Case: ZON-57030
16202811040
MALLARI HERMINIO C & S C FAM TR
MALLARI HERMINIO C & S C TRS
2192 JOHNSTON RD
ESCONDIDO CA 92029-4003

96 JRDFNMP 92029

25-26A

City of Las Vegas Agenda Item No.: **87.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-57031 - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-57029 AND ZON-57030 - PUBLIC HEARING - APPLICANT/OWNER: CRYSTAL VIEW CAPITAL FUND IA, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 3,240 SQUARE-FOOT RESTAURANT WITH DRIVE THROUGH on 0.84 acres located at the northeast corner of Sahara Avenue and San Jose Avenue (APNs 162-02-811-155 through 163), R-1 (Single Family Residential) and R-2 (Medium-Low Density Residential) Zone [Proposed Zone: C-1 (Limited Commercial)], Ward 3 (Coffin) [PRJ-56817]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**3**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SDR-57031** APN: 162-02-811-155 thru 163

Name of Property Owner: Crystal View Capital Fund IA LLC

Name of Applicant: Crystal View Capital Fund IA LLC

Name of Representative: G.C. Garcia, Inc.

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: Matthew Ricciardelli

County of Clark State of NV
Subscribed and sworn before me

This 10th day of November, 2014

Sheri Meyer
Notary Public in and for said County and State

SHERI MEYER
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 06-05-2017
Certificate No: 12-7575-1

PRJ-56817
12/01/14

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Site Development Review

Project Address (Location) Sahara & San Jose

Project Name Retail & Fast Food at Sahara **Proposed Use** Fast Food

Assessor's Parcel #(s) 162-02-811-155 thru 163 **Ward #** 3

General Plan: existing Low proposed SC **Zoning:** existing R-1/R-2 proposed C-1

Commercial Square Footage 3230 +/- sq ft **Floor Area Ratio** 0.084

Gross Acres 0.89 +/- **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Crystal View Capital Fund IA LLC **Contact** Matthew Ricciardella

Address 2009 Amber Stone Ct **Phone:** (702) 507-1607 **Fax:** _____

City Las Vegas **State** NV **Zip** 89134

E-mail Address mattr@crystalviewcapital.com

APPLICANT Crystal View Capital Fund IA LLC **Contact** Matthew Ricciardella

Address 2009 Amber Stone Ct **Phone:** (702) 507-1607 **Fax:** _____

City Las Vegas **State** NV **Zip** 89134

E-mail Address mattr@crystalviewcapital.com

REPRESENTATIVE G.C. Garcia, Inc. **Contact** George Garcia

Address 1055 Whitney Ranch Dr., Suite 210 **Phone:** (702) 435-9909 **Fax:** (702) 435-0457

City Henderson **State** NV **Zip** 89014

E-mail Address acole@gcgarciainc.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 Matthew Ricciardella

County of Clark State of NV
Subscribed and sworn before me

This 10th day of November, 20 14.

Sheri Meyer

Notary Public in and for said County and State

SHERI MEYER
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 06-06-2017
Certificate No: 12-7575-1

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SDR-57031
Meeting Date:	01/13/15
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-56817
12/01/14

f:\depot\Application Packet\Application Form.pdf

SDR 57031
Crystal View Capital Fund

NEC Sahara Avenue & San Jose Avenue

Proposed 3.23 thousand square foot fast food restaurant with drive-through.

Traffic produced by proposed development:

Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	FAST-FOOD WITH DRIVE-THRU [1000 SF]	3.23	496.12	1,602
AM Peak Hour			49.35	159
PM Peak Hour			33.84	109

Existing traffic on all nearby streets:

Sahara Avenue	
Average Daily Traffic (ADT)	41,363
PM Peak Hour (heaviest 60 minutes)	3,309

Eastern Avenue	
Average Daily Traffic (ADT)	36,850
PM Peak Hour (heaviest 60 minutes)	2,948

	Adjacent Street ADT Capacity
Sahara Avenue	51,800
Eastern Avenue	51,800

This project is expected to add about 1,602 trips per day on Sahara Ave., San Jose Ave. & Eastern Ave. Currently, Sahara is at about 80 percent of capacity and Eastern is at about 71 percent of capacity. With this project, Sahara is expected to be at about 83 percent of capacity and Eastern to be at about 74 percent of capacity. Counts are not available for San Jose, but it is believed to be under capacity.

Based on Peak Hour use, this project will add about 159 trips in the peak hour, or about two every five minutes.

Note that this report assumes all traffic from this development uses all named streets.

City of Las Vegas Agenda Item No.: **88.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

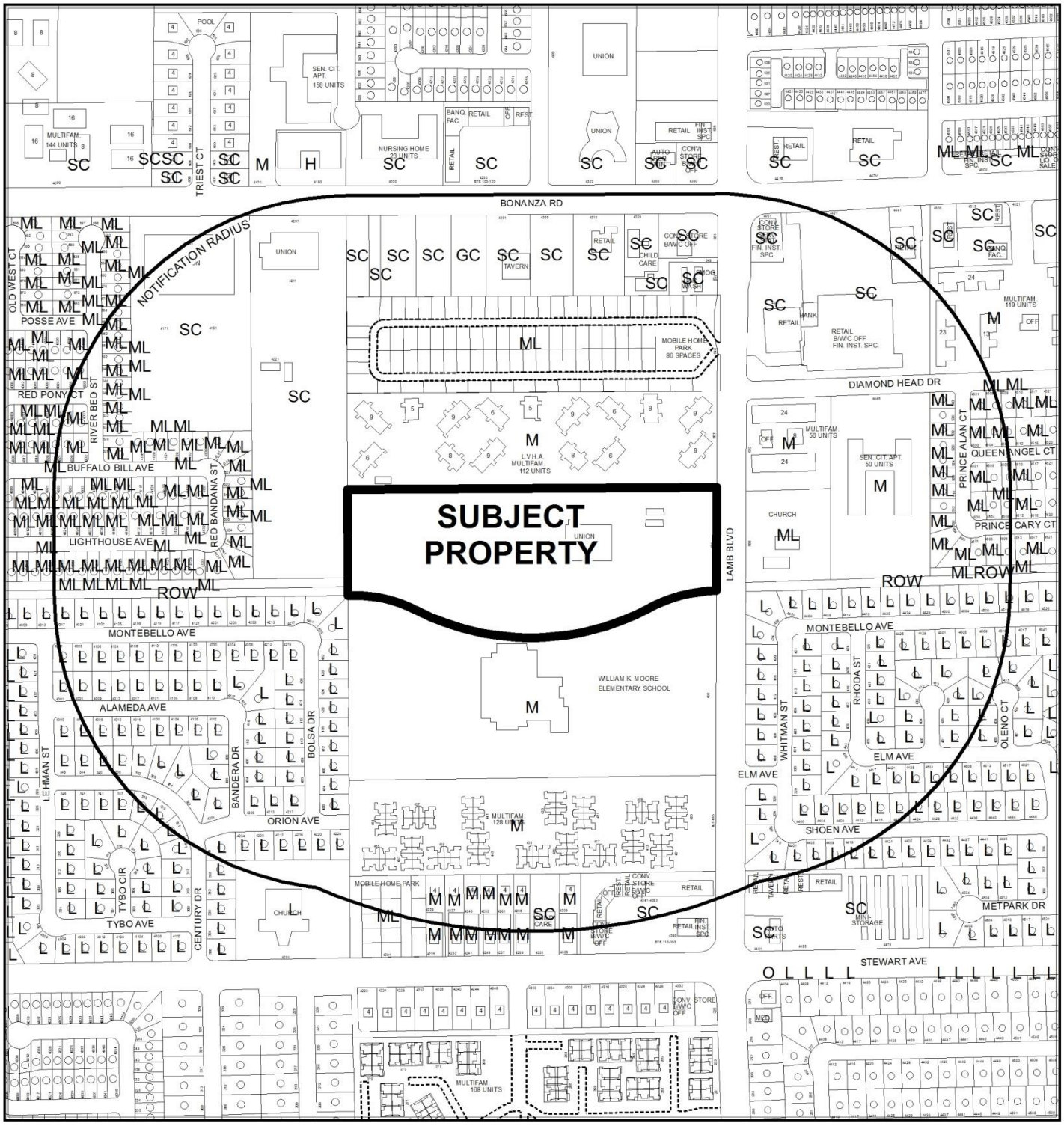
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-57254 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: NEVADA HAND - OWNER: SOUTHWEST REGIONAL COUNCIL OF CARPENTERS - For possible action on a request for a General Plan Amendment FROM: SC (SERVICE COMMERCIAL) TO: M (MEDIUM DENSITY RESIDENTIAL) on 12.59 acres located at 501 North Lamb Boulevard (APN 140-31-501-021), Ward 3 (Coffin) [PRJ-57248]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report - GPA-57254 and ZON-57255 [PRJ-57248]
3. Supporting Documentation
4. Photo(s) - GPA-57254 and ZON-57255 [PRJ-57248]
5. Justification Letter - GPA-57254 and ZON-57255 [PRJ-57248]

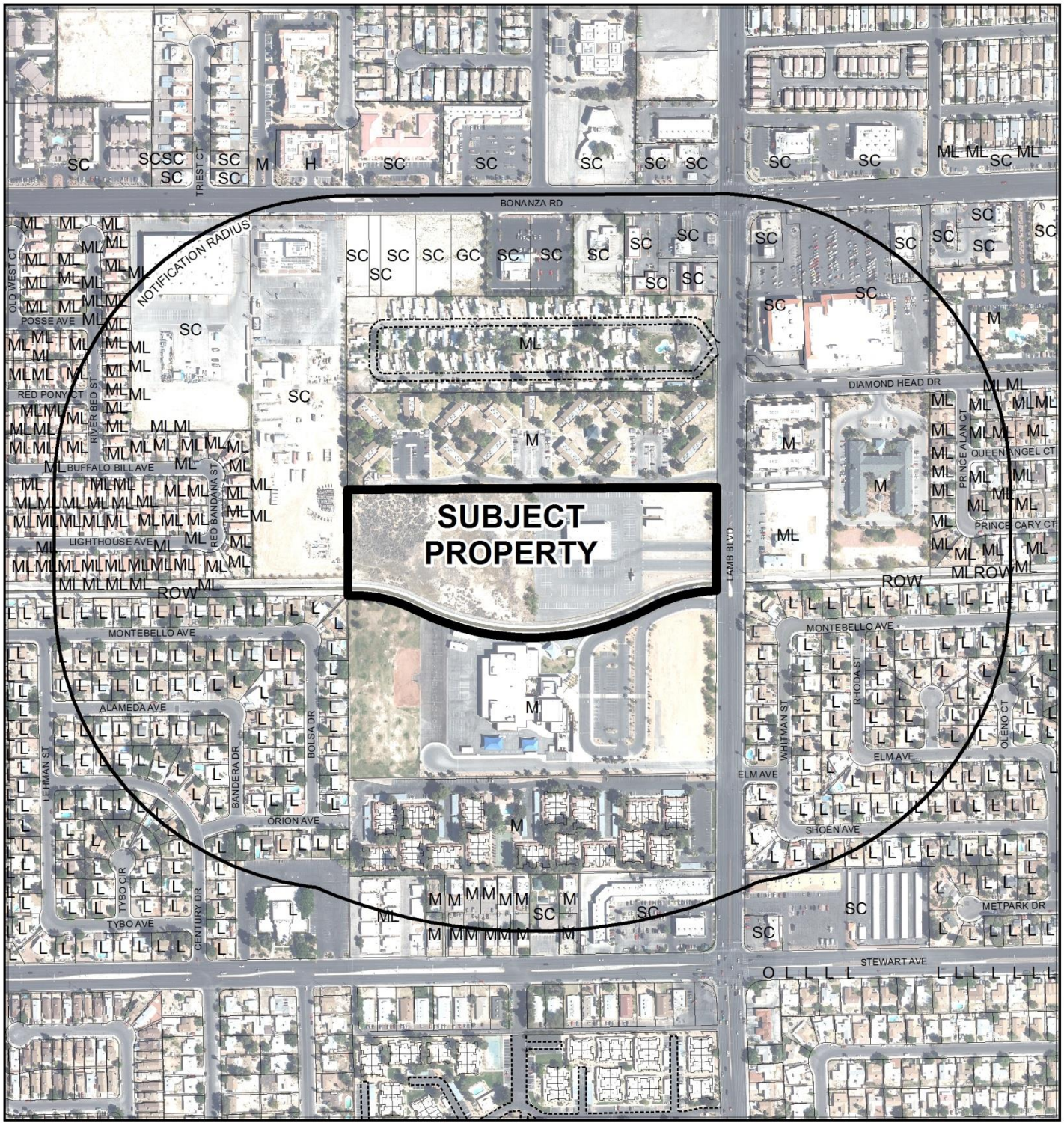


CASE: **GPA-57254 (PRJ-57248)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: SC (SERVICE COMMERCIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: M (MEDIUM DENSITY RESIDENTIAL)



CASE: **GPA-57254 (PRJ-57248)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: SC (SERVICE COMMERCIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: M (MEDIUM DENSITY RESIDENTIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: FEBRUARY 18, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: NEVADA HAND - OWNER: SOUTHWEST REGIONAL COUNCIL OF CARPENTERS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-57254	Staff recommends APPROVAL.	
ZON-57255	Staff recommends APPROVAL.	GPA-57254

YK

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting a General Plan Amendment and a Rezoning to match the multi-residential property adjacent to the north in anticipation of redevelopment of the site. The property is located at 501 North Lamb Boulevard. The proposed designations are compatible with adjacent parcels and developments in the area. The surrounding area is fully development with all infrastructure and utilities in place to support the proposed redevelopment of the parcel. Staff recommends approval of both applications. If denied, the parcel would remain unchanged and no residential development could take place.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/20/63	The Board of Commissioners approved a request for Rezoning (Z-0140-63) from R-E (Residence Estates) to C-1 (Limited Commercial) on this site.
07/05/00	The City Council approved a Site Development Plan Review [Z-0140-63(1)] for a proposed 43,055 square-foot office building on this site. The Planning Commission recommended approval on 05/25/2000. The City Council's approval expired July 5, 2002.
08/15/03	A Minor Site Development Plan Review (SDR-2809) was approved by staff for two Modular Office Buildings at 501 North Lamb Boulevard.
09/09/10	The property owner was cited by Code Enforcement (Case #94274) for violation of Condition #1 of Site Development Plan Review (SDR-2809), which required that a new Site Development Plan Review be submitted after two years from final date of approval.
12/16/10	The Planning Commission approved a Site Development Plan Review (SDR-40119) for two existing 1,400 square-foot modular office buildings with a waiver to allow a perimeter landscape buffer width of zero feet along a portion of the north perimeter where eight feet is required on 12.59 acres at 501 North Lamb Boulevard. Staff recommended denial.
01/13/15	The Planning Commission (6-0-1 vote) to recommend APPROVAL of a General Plan Amendment (GPA-57254) FROM: SC (Service Commercial) TO: M (Medium Density Residential) and a Rezoning (ZON-57255) FROM: C-1 (Limited Commercial) TO: R-3 (Medium Density Residential) on 12.59 acres located at 501 North Lamb Boulevard.

Most Recent Change of Ownership	
10/17/07	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
cc. 1965	A Union Hall structure was completed.

Pre-Application Meeting
A pre-application was not held.

Neighborhood Meeting	
01/06/15	A neighborhood meeting was held at the Desert Pines Recreation Building located at 3750 E. Bonanza Road, Las Vegas, NV 89110 to discuss the proposed General Plan Amendment [FROM: SC (SERVICE COMMERCIAL) TO: M (MEDIUM DENSITY RESIDENTIAL)] and Rezoning [FROM: C-1 (LIMITED COMMERCIAL) TO: R-3 (MEDIUM DENSITY RESIDENTIAL)] on 12.59 acres located at 501 North Lamb Boulevard (APN 140-31-501-021). Meeting Start Time: 5:30 pm Meeting End Time: 5:55 pm Attendance: 1 member of the public 2 Applicant/Representative 1 Planning Department Staff Concerns: • What is the proposed use for the project • If developed as apartments than what will the price point be for units • How much will the project cost • The member of the public supported the proposed GPA and rezoning

Field Check	
12/17/14	Staff visited the site and found a commercial building and two temporary trailers. The property was well maintained and appeared vacant.

Details of Application Request	
Site Area	
Net Acres	12.59

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Private Club, Lodge or Fraternal Organization	SC (Service Commercial)	C-1 (Limited Commercial)
North	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
South	School	SC (Service Commercial)	C-1 (Limited Commercial)
East	Church/House of Worship	ML (Medium Low Density Residential)	R-E (Residence Estates)
West	Private Club, Lodge or Fraternal Organization	SC (Service Commercial)	C-1 (Limited Commercial)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
No Applicable Special Purpose or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Trails	Y
Las Vegas Redevelopment Plan Area	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

ANALYSIS

The subject parcel is currently developed with a union hall and two modular buildings. The proposed General Plan Amendment from SC (Service Commercial) to M (Medium Density Residential) is required to accommodate the proposed R-3 (Medium Density Residential) zoning district, which will allow the development of a future multi-family apartment complex.

The site is located within the Neighborhood Revitalization Strategy Area of the 2020 Master Plan, which has policies encouraging infill development on vacant or underutilized parcels. Policy 2.6.2 specifically states that, "The City takes steps to encourage the development of two, three, and four-plex housing opportunities." This parcel is currently developed with an under-utilized union hall. The redevelopment of this parcel with a quality multi-family product will be an enhancement to the area, as well as carry out the policy intentions of the Neighborhood Revitalization Strategy Area.

FINDINGS (GPA-57254)

Section 19.16.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The proposed M (Medium Density Residential) designation would be compatible with the existing M (Medium Density Residential) designated parcel to the north.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The proposed M (Medium Density Residential) designation would allow for establishment of residential densities up to 25.49 dwelling units per. A companion Rezoning application (ZON-57255) of the site to R-3 would be compatible with the existing R-3 district to the north.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   The area is completely development with all infrastructure and utilities in place.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   The Las Vegas 2020 Master Plan calls for more diversity in housing choices for residents, greater walkability both within neighborhoods and to area amenities, and access to public transportation. Through careful planning, any proposed residential development on this site would be able to meet these goals.

FINDINGS (ZON-57255)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed R-3 (Medium Density Residential) will adhere to the General Plan once the proposed General Plan Amendment (GPA-57254) is approved. This is a companion case to this application.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The proposed residential use will match the residential use and permitted density to the north.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   Affordable housing needs are on the rise in the Las Vegas Valley and this project will assist with addressing this need.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   This project is accessed by Lamb Boulevard, a 100-foot wide Primary Arterial Street as designed on the Master Plan of Streets and Highways map.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 32

NOTICES MAILED 447 (By City Clerk)

APPROVALS 0

PROTESTS 0

Nevada HAND
Housing And Neighborhood Development

December 16, 2014

Mr. Peter Lowenstein
Planning Supervisor
City of Las Vegas Planning Department
333 N. Rancho Drive
Las Vegas, Nevada 89106

Project: PRJ-57249
Subject: Justification Letter

Dear Mr. Lowenstein:

We are requesting a General Plan Amendment and Rezoning of the property located at 501 N. Lamb Boulevard.

The property is currently designated under the General Plan as Service Commercial and zoned C-1.

We are proposing to develop the property with affordable family rental apartments.

To this end we are requesting that the General Plan be amended to M (Medium Density Residential) and zoning district be changed to a corresponding R-3 (Medium Density Residential) district.

A subsequent Site Development Plan Review will be submitted in the future to establish specifics of the development. The family apartments will be affordable and financed through the Low-Income Housing Tax Credit Program. Thank you very much.

Respectfully yours,

Robert D. Feibleman
Executive Vice President

GPA-57254 and ZON-57255

PRJ-57249
12/16/14

NeighborWorks CHARTERED MEMBER

GPA-57254 [PRJ-57248] - GENERAL PLAN AMENDMENT RELATED TO ZON-57255 - APPLICANT: NEVADA HAND - OWNER: SOUTHWEST REGIONAL COUNCIL OF CARPENTERS
501 NORTH LAMB BOULEVARD

12/04/14

GPA-57254 [PRJ-57248] - GENERAL PLAN AMENDMENT RELATED TO ZON-57255 - APPLICANT: NEVADA HAND - OWNER: SOUTHWEST REGIONAL COUNCIL OF CARPENTERS
501 NORTH LAMB BOULEVARD

12/04/14

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **GPA-57254** APN: 40-31-501-021

Name of Property Owner: Southwest Regional Council of Carpenters

Name of Applicant: Nevada HAND

Name of Representative: Robert D. Feibleman

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: Randy J. Sowell

Print Name: Randy J. Sowell, Its Authorized Signatory

Subscribed and sworn before me

This 16th day of December, 14

Carmen M. Visser

Notary Public in and for said County and State

CARMEN M. VISSER
Commission # 2061179
Notary Public - California
Los Angeles County
My Comm. Expires Mar 15, 2018

PRJ-57248
12/16/14

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: General Plan Amendment and Rezoning

Project Address (Location) 501 N. Lamb

Project Name Lamb **Proposed Use**

Assessor's Parcel #(s) 140-31-501-02 **Ward #** 3

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 12.59 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Southwest Regional Council of Carpenters **Contact** Randy J. Sowell

Address 501 N. Lamb **Phone:** (213) 488-2957 **Fax:** (213) 488-2951

City Las Vegas **State** NV **Zip** 89110

E-mail Address rsowell@swcarpenters.org

APPLICANT Nevada HAND **Contact** Robert D. Feibleman

Address 295 E. Warm Springs Road, Suite 101 **Phone:** (702) 410-2730 **Fax:** (702) 739-3305

City Las Vegas **State** Nevada **Zip** 89119

E-mail Address rfeibleman@nevadahand.org

REPRESENTATIVE Nevada HAND **Contact** Robert D. Feibleman

Address 295 E. Warm Springs Road Suite 101 **Phone:** (720) 410-2730 **Fax:** (702) 739-3305

City Las Vegas **State** Nevada **Zip** 89119

E-mail Address rfeibleman@nevadahand.org

I certify that I am the applicant and certify that the information provided is true and correct to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information provided by me. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application and that all information required by the owner's signature below is complete, true and correct to the best of my knowledge and belief.

Property Owner Signature* Randy J. Sowell

*An authorized agent may sign on behalf of the property owner.

Print Name Randy J. Sowell, Its Authorized Signatory

Subscribed and sworn before me

This 4th day of December, 14

Carmen M. Visser

Notary Public in and for said County and State

CARMEN M. VISSER
Commission # 2061179
Notary Public - California
Los Angeles County
My Comm. Expires Mar 15, 2018

Revised 10/27/08

FOR DEPARTMENT USE ONLY

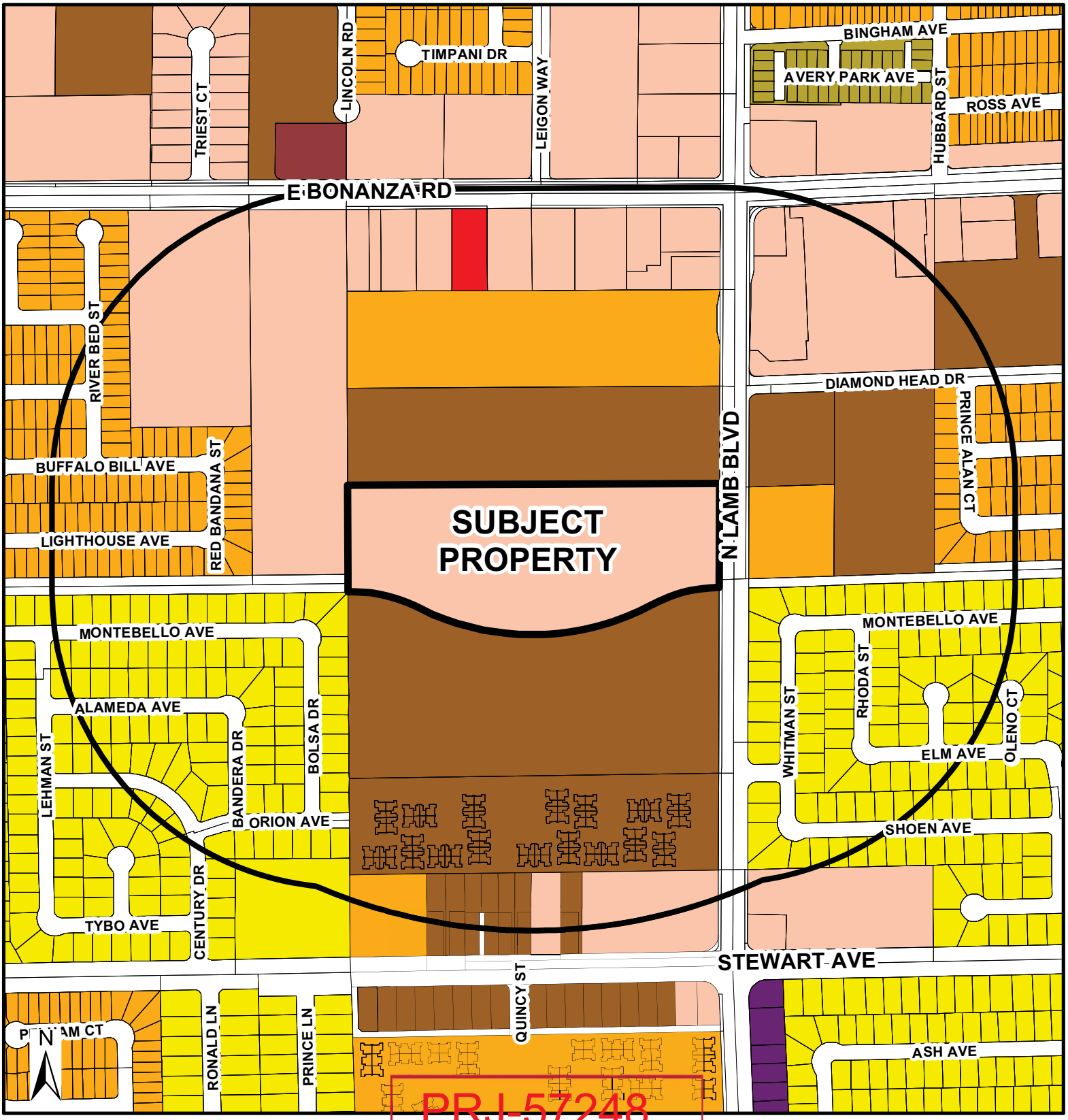
Case #	GPA-57254
Meeting Date:	01/13/15
Total Fee:	
Date Received:*	
Received By:	

* 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.

Deposit Application Form #1

PRJ-57248
12/16/14

GPA-57254



PRJ-57248
12/17/14

General Plan Amendment

- RNP - Rural Neighborhood Preservation
- RE - Rural Estates
- DR - Desert Rural
- R - Rural
- L - Low
- ML - Medium - Low
- MLA - Medium - Low Attached
- M - Medium
- H - High
- O - Office
- SC - Service Commercial
- GC - General Commercial
- GTC - Tourist Commercial
- LVMD - Las Vegas Medical District
- LI/R - Light Industrial / Research
- PCD - Planned Community Development
- PR-OS - Park/Recreation/ Open Space
- PF - Public Facility
- PF-CC Public Facility Clark County
- TC - Town Center
- RC - Resource Conservation
- C - Downtown - Commercial
- MXU - Downtown - Mixed Use
- TND - Tradional Neighborhood Development

FROM SC TO M

GPA-57254

- Subject Property
- 1000ft Buffer
- City Limits

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: Wednesday, December 17, 2014

City of Las Vegas Agenda Item No.: **89.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

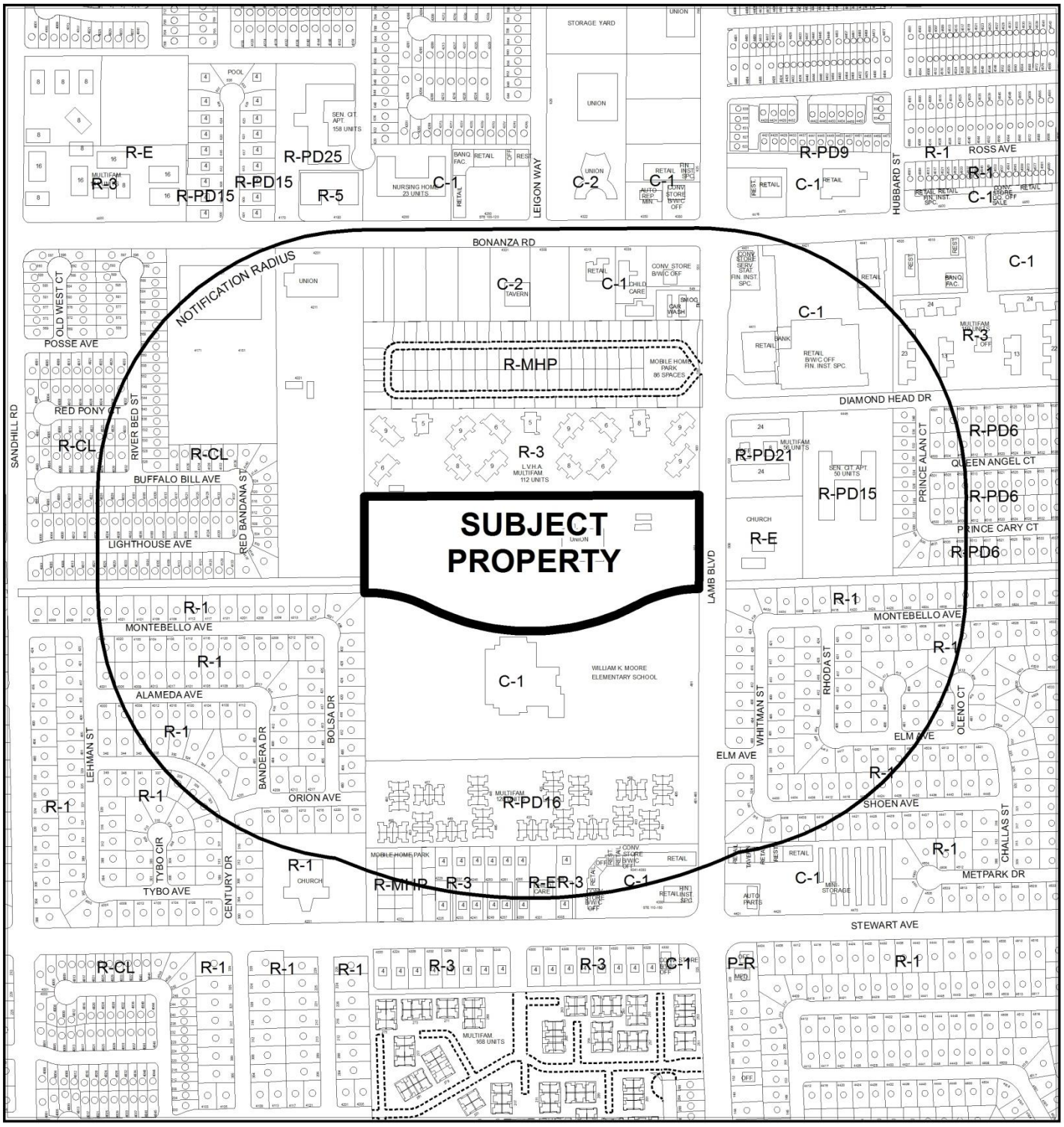
SUBJECT:
ZON-57255 - REZONING RELATED TO GPA-57254 - PUBLIC HEARING - APPLICANT: NEVADA HAND - OWNER: SOUTHWEST REGIONAL COUNCIL OF CARPENTERS - For possible action on a request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 12.59 acres located at 501 North Lamb Boulevard (APN 140-31-501-021), Ward 3 (Coffin) [PRJ-57248]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation

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.



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CASE: **ZON-57255 (PRJ-57248)**

RADIUS: 1000 FEET

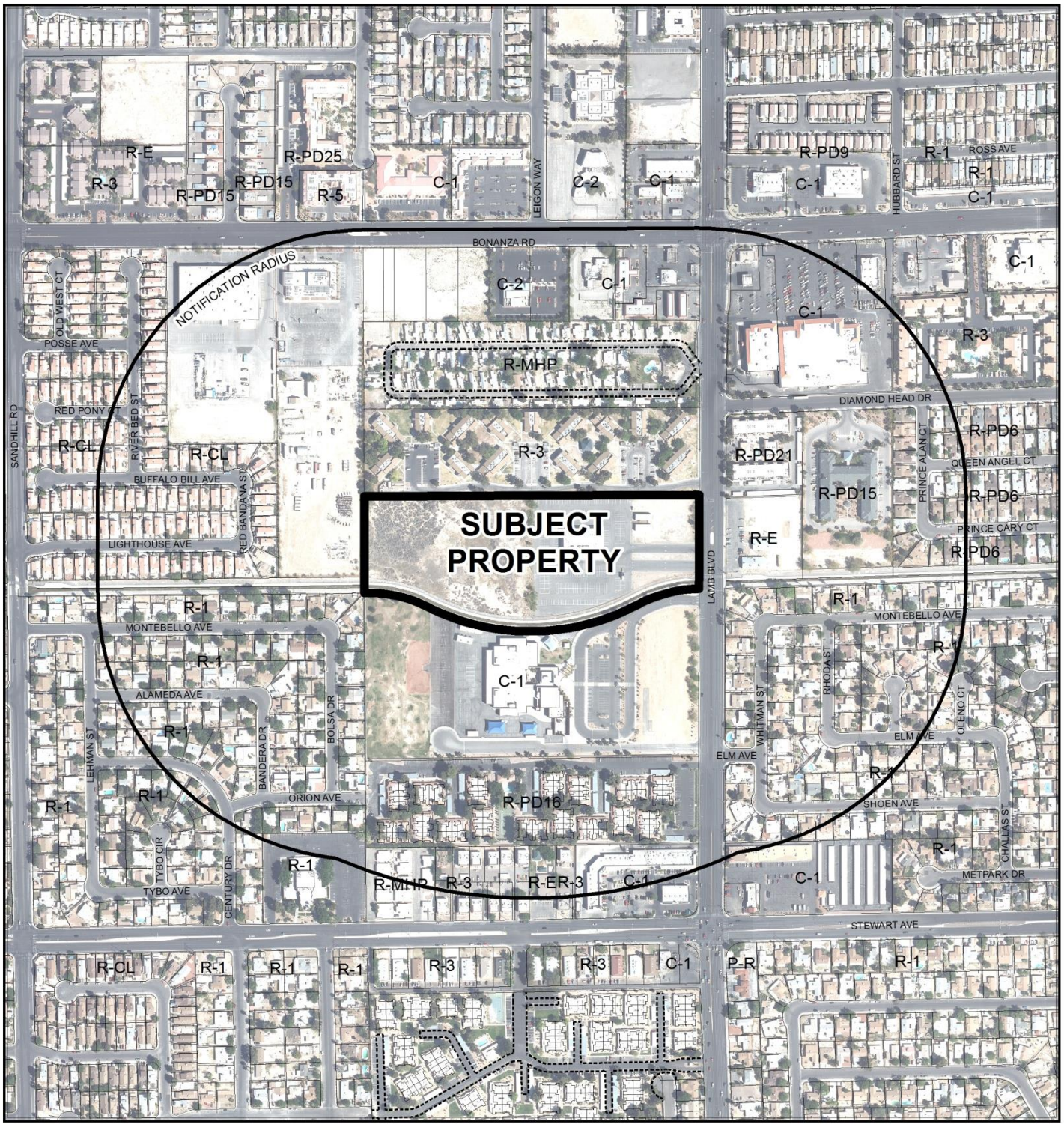
ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)

GENERAL PLAN OF SUBJECT PROPERTY: SC (SERVICE COMMERCIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: M (MEDIUM DENSITY RESIDENTIAL)

N



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CASE: **ZON-57255 (PRJ-57248)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)

GENERAL PLAN OF SUBJECT PROPERTY: SC (SERVICE COMMERCIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: M (MEDIUM DENSITY RESIDENTIAL)

N

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-57255 APN 140-31-501-021

Name of Property Owner: Southwest Regional Council of Carpenters

Name of Applicant: Nevada HAND

Name of Representative: Robert D. Feibleman

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: Randy J. Sowell

Print Name: Randy J. Sowell, Its Authorized Signatory

Subscribed and sworn before me

This 16th day of December, 2014

Carmen M. Visser

Notary Public in and for said County and State

CARMEN M. VISSER
Commission # 2061179
Notary Public - California
Los Angeles County
My Comm. Expires Mar 15, 2018

PRJ-57248
12/16/14

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: General Plan Amendment and Rezoning

Project Address (Location) 501 N. Lamb

Project Name Lamb **Proposed Use**

Assessor's Parcel #(s) 140-31-501-02 **Ward #** 3

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 12.59 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Southwest Regional Council of Carpenters **Contact** Randy J. Sowell

Address 501 N. Lamb **Phone:** (213) 488-2957 **Fax:** (213) 488-2951

City Las Vegas **State** NV **Zip** 89110

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Address 295 E. Warm Springs Road, Suite 101 **Phone:** (702) 410-2730 **Fax:** (702) 739-3305

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City Las Vegas **State** Nevada **Zip** 89119

E-mail Address rfeibleman@nevadahand.org

I certify that I am the applicant and certify that the information provided is true and correct to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information provided by me. If I certify as the owner or purchaser (or option holder) of the property involved in this application, I authorize the applicant listed above to submit this application on my behalf. My signature below indicates my authorization.

Property Owner Signature* Randy J. Sowell

*An authorized agent may sign on behalf of the property owner.

Print Name Randy J. Sowell, Its Authorized Signatory

Subscribed and sworn before me

This 4th day of December, 14

Carmen M. Visser

Notary Public in and for said County and State

CARMEN M. VISSER
Commission # 2061179
Notary Public - California
Los Angeles County
My Comm. Expires Mar 15, 2018

Revised 10/27/08

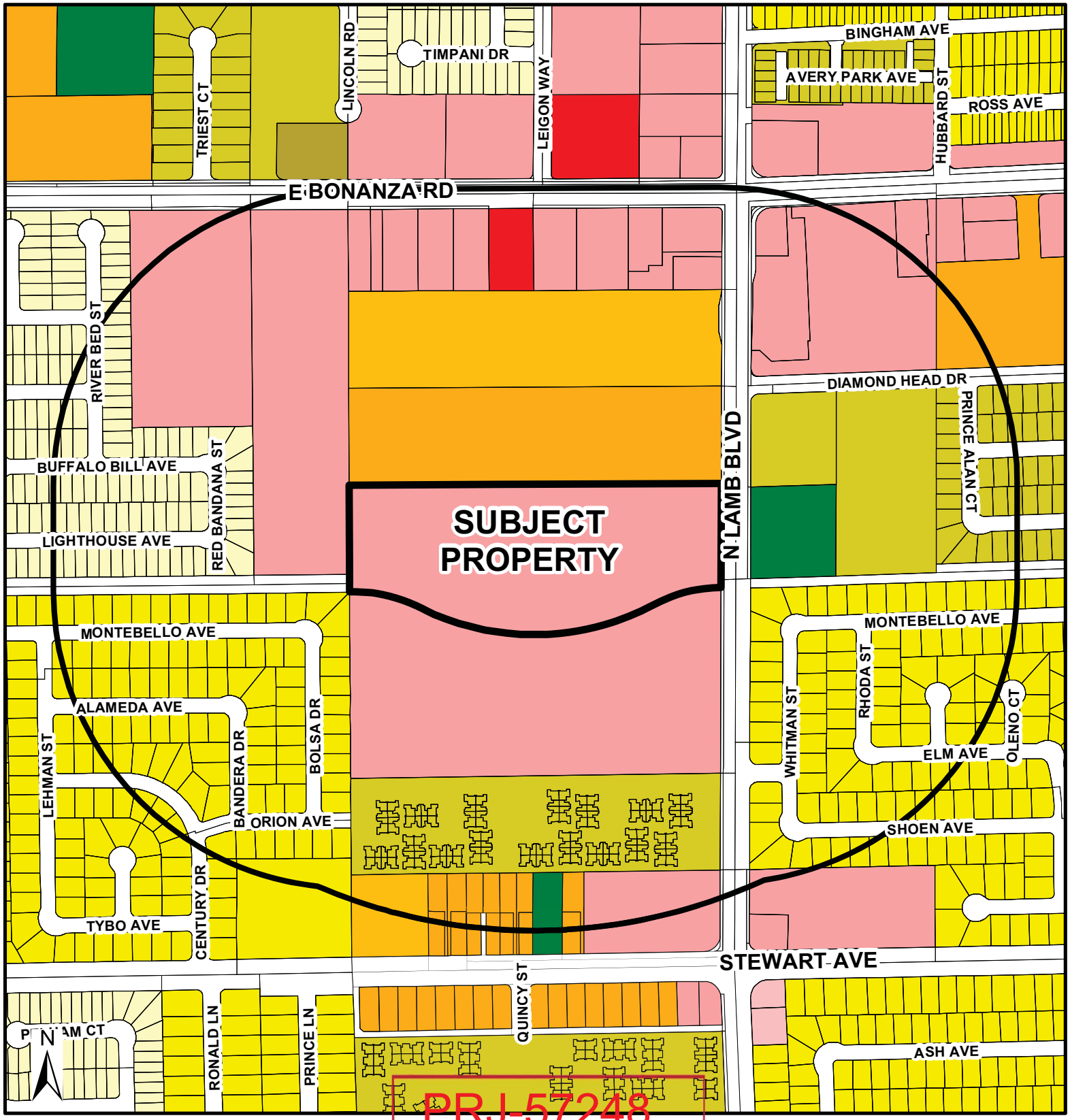
FOR DEPARTMENT USE ONLY

Case #	ZON-57255
Meeting Date:	01/13/15
Total Fee:	
Date Received:*	
Received By:	

* An 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.

Deposit Application Form #: PRJ-57248
12/16/14

ZON-57255



PRJ-57248
12/17/14

Zoning

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residential Estates
- R-D - Single-Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single-Family Compact-Lot
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-5 - Apartment
- R-MH - Mobile/Manufactured Home Residence
- R-MHP - Residential Mobile/ Manufactured Home Park
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- T-C - Town Center

FROM C-1 TO R-3

ZON-57255

- Subject Property
- 1000ft Buffer
- City Limits

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: Wednesday, December 17, 2014

City of Las Vegas Agenda Item No.: **90.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

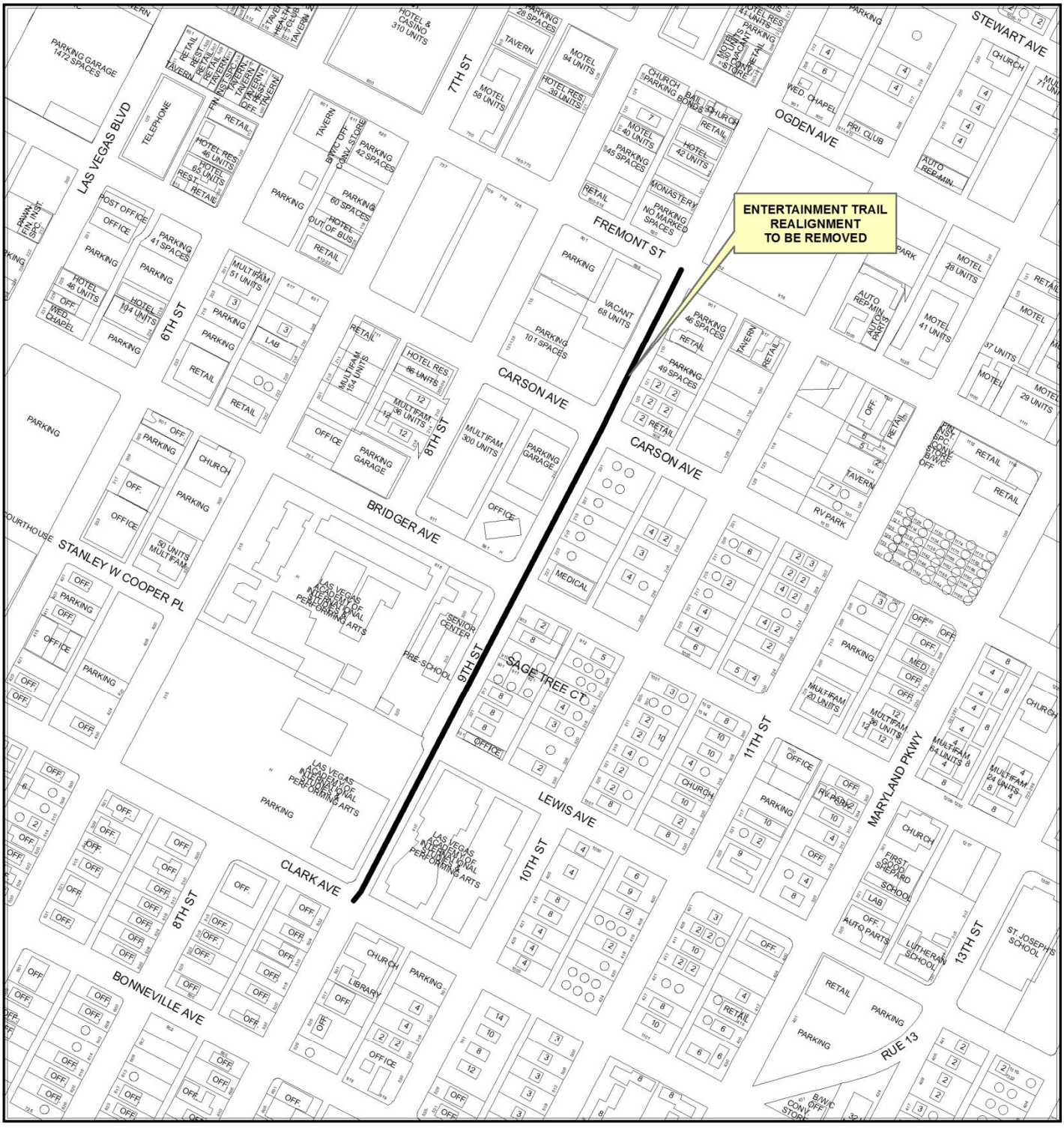
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-56918 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on a request for a General Plan Amendment to Amend the Trails Element of the General Plan and all related maps TO REMOVE A PORTION OF AN EXISTING MULTI-USE TRANSPORTATION TRAIL ON 9TH STREET BETWEEN FREMONT STREET AND CLARK AVENUE, Ward 3 (Coffin) [PRJ-56917]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Justification Letter



CASE: GPA-56918 (PRJ-56917)

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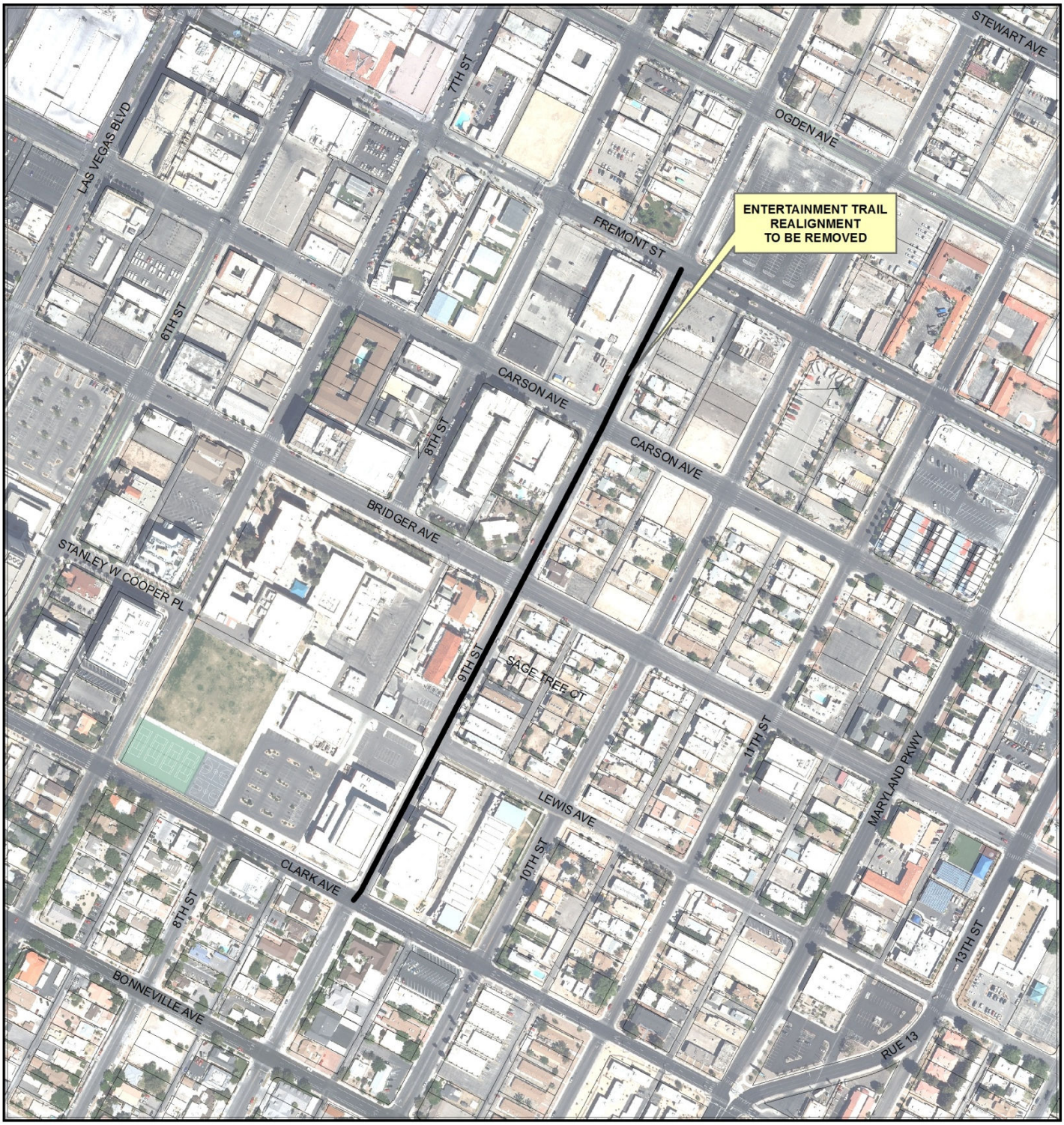

CASE: GPA-56918 (PRJ-56917)

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Feet

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City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: FEBRUARY 18, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-56918	Staff recommends APPROVAL.	

YK

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to amend the Master Plan Transportation Trails Element and corresponding maps to remove that portion of the Entertainment Trail along 9th Street between Fremont Street and Clark Avenue. The trail is no longer needed along this alignment as a result of development trends along this portion of the trail. Staff recommends approval. If denied, an easement along the alignment will remain on 9th Street.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
01/16/02	The City Council approved Ordinance No. 5417 adopting the Transportation Trails Element of the Las Vegas 2020 Master Plan.
01/16/02	The City Council approved Ordinance No. 5418 adopting the Recreation Trails Element of the Las Vegas 2020 Master Plan.
11/20/02	The City Council approved a General Plan Amendment (GPA-0034-02) to amend Map Number 2 of the Transportation Trails Element of the Master Plan and Map Number 2 of the Recreation Trails Element of the Master Plan to bring the Elements into compliance with the Interlocal Agreement seamless trails plan. The Planning Commission and staff recommended approval.
08/18/04	The City Council approved a General Plan Amendment (GPA-3933) to amend Map Number 2 of the Transportation Trails Element of the Master Plan to revise trail alignments to be consistent with the Regional Transportation Commission's "Non-Motorized Alternative Transportation Mode Master Plan." The Planning Commission and staff recommended approval.
12/01/04	The City Council approved a General Plan Amendment (GPA-5157) to amend The Transportation Trails and Recreation Trails Elements of the Master Plan to re-designate portions of proposed alignments in developed areas as Pedestrian Paths and to revise cross sections. The Planning Commission and staff recommended approval.
03/18/09	The City Council approved Text Amendment (TXT-32131) via Bill No. 2009-7 to amend the Downtown Centennial Plan to update and revise trail alignments in the downtown area. The Planning Commission and Staff recommended approval.
01/13/15	The Planning Commission unanimously voted to recommend APPROVAL of a General Plan Amendment (GPA-56918) to Amend the Trails Element of the General Plan and all related maps to remove a portion of an existing Multi-Use Transportation Trail on 9th Street between Fremont Street and Clark Avenue.

Pre-Application Meeting
No pre-application meeting was required, nor was one held.

Neighborhood Meeting	
12/16/14	Start Time: 5:30pm Finish Time: 6:15pm Attendance: Citizens: 5, City Staff: 2, Council Staff: 2 *There were no comments or concerns raised.

Field Check	
12/04/14	Staff visited the site and found a well maintained public right-of-way with a street and sidewalks on both sides.

ANALYSIS

Recent trends in the development patterns have necessitated the removal of this section of the Entertainment Trail alignment along 9th Street. Once this portion is removed, the Entertainment Trail will have an alignment along Fremont Street from Las Vegas Boulevard to Ninth Street.

The following table summarizes the proposed change:

Code Requirement	Existing	Proposed
2020 Master Plan Transportation Trails Element	Map 2 reflects current alignment along 9th Street between Fremont Street and Clark Avenue.	Map 2 adjusted to show removal of alignment along 9th Street between Fremont Street and Clark Avenue.

FINDINGS (GPA-56918)

Section 19.16.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   No density changes are related to this request.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   No zoning changes are related to this request.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   There are adequate alternatives for pedestrian access to the affected areas and this proposed change will not have an adverse effect on the area.

4. **The proposed amendment conforms to other applicable adopted plans and policies that include approved neighborhood plans.**

   The Downtown Centennial Plan will be updated to reflect this modification.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 47

NOTICES MAILED RJ ONLY

APPROVALS 0

PROTESTS 0

YK

CLV Planning - Application Form

Application Number:	PRJ-56917
Application/Petition For:	GPA
ProjectAddress (Location):	9TH STREET BETWEEN CLARK AVENUE AND FREMONT STREET
Project Name	TRAIL, MULTI-USE TRANSPORTATION- 9TH ST
Assessors Parcel #(s):	13934710039
Ward #:	WARD 1 (LOIS TARKANIAN), WARD 3 (BOB COFFIN), WARD 5 (RICKI Y. BARLOW)
Is the Application Information Correct:	Yes
If no, ...change what	
General Plan Designation: Proposed:	Select
Zoning District: Proposed:	Select
Gross Acres:	
Lots/Units:	
Additional Information:	
Applicant First Name:	Yorgo
Applicant Last Name:	Kagafas
Applicant Address:	
Applicant City:	
Applicant State:	
Applicant Zip:	
Applicant Phone:	
Applicant Fax:	
Applicant Email:	gkagafas@lasvegasnevada.gov
Rep First Name:	Yorgo
Rep Last Name:	Kagafas
Rep Address:	
Rep City:	
Rep State:	
Rep Zip:	
Rep Phone:	
Rep Fax:	
Rep Email:	gkagafas@lasvegasnevada.gov

GPA-56918

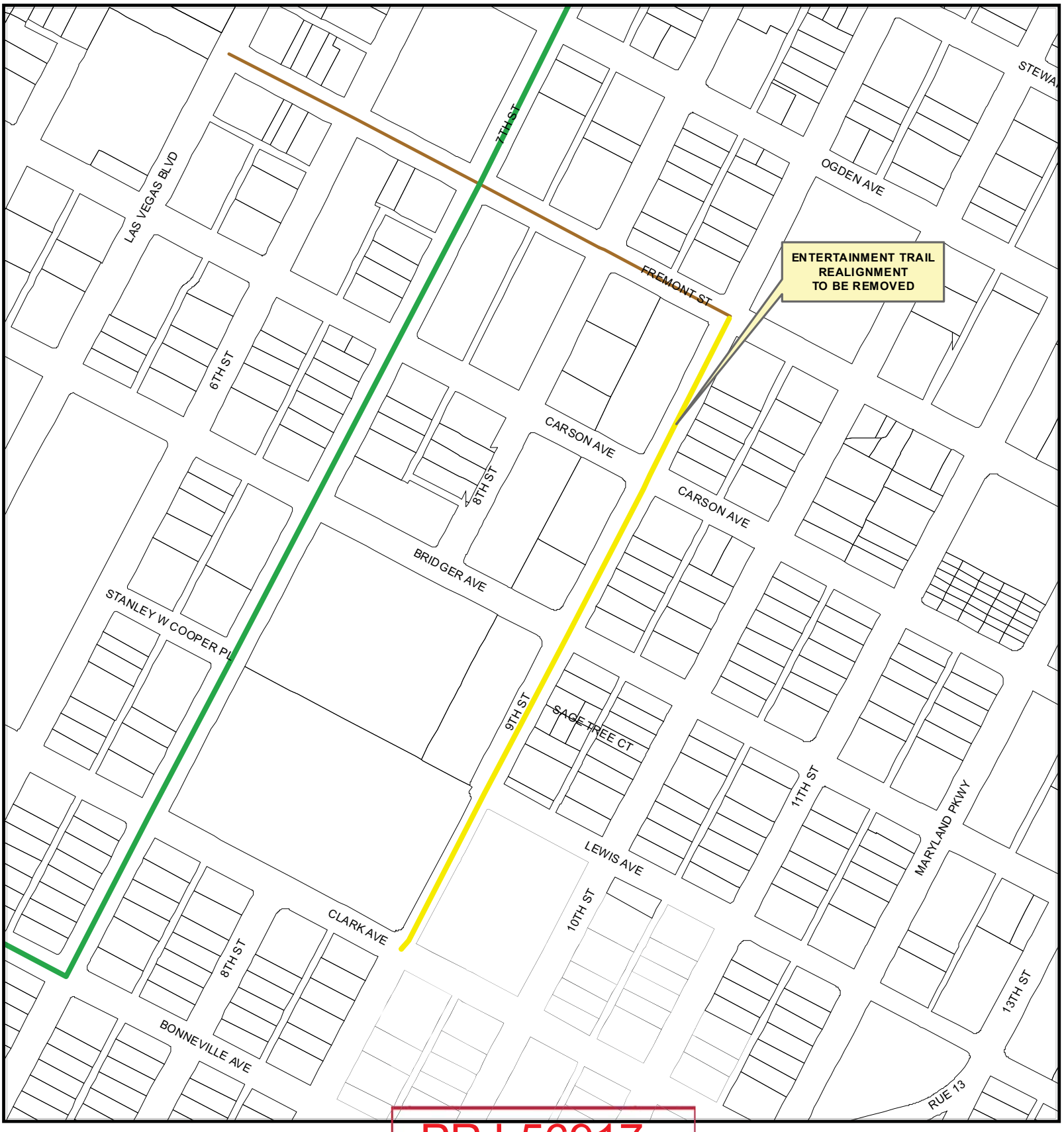
CLV Planning - Application Form

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. I Accept:	Yes
Is the Owner Information Correct:	Yes
If no, ...change what	

Owner(s)	ADDR1	ADDR2

CLVEPLAN Applicant	Company	Title	Email
Yorgo Kagafas	City of Las Vegas	Senior Planner	gkagafas@lasvegasnevada.gov

GPA-56918



PRJ-56917
01/05/15

0 300 600 Feet

CASE: GPA-56918 (PRJ-56917)

- Multi-Use Non-Equestrian Trail
- Entertainment Trail
- Entertainment Trail Realignment to Be Removed

GPA-56918

N

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

November 18, 2014

Doug Rankin
Manager, Current Planning
Planning Department
333 N. Rancho Drive, 3rd Floor
Las Vegas, NV 89106

RE: GENERAL PLAN AMENDMENT FOR THE ENTERTAINMENT TRAIL

Dear Mr. Rankin:

Please accept this letter as justification to amend the Las Vegas 2020 Master Plan Trails Element and associated maps for the realignment of the Entertainment Trail, specifically to remove that portion aligned along 9th Street between Fremont Street and Clark Avenue. The alignment is no longer required in its current configuration, as a result of redevelopment in the area.

Please feel free to contact me at 229-4693 should you have any questions.

Respectfully,

Peter Lowenstein, AICP
Planning Supervisor

cc:

File

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 7-1-1
www.lasvegasnevada.gov

GPA-56918

PRJ-56917
11/20/14

City of Las Vegas Agenda Item No.: **91.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-56951 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on a request for a General Plan Amendment TO AMEND THE PUBLIC FACILITIES AND BUILDING ELEMENT UTILITY PLAN, All Wards [PRJ-56950]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report
3. NV Energy Transmission Lines Map
4. Justification Letter

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: FEBRUARY 18, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-56951	Staff recommends APPROVAL.	

FS

** STAFF REPORT **

PROJECT DESCRIPTION

The purpose of this amendment is to revise the 2020 Master Plan Public Facilities and Services Element in order to meet the utility plan requirements of Assembly Bill (A.B.) 239 passed by the Nevada Legislature in 2013. The amendment will consist of revised utility language and an updated above ground transmission line and substation map.

ISSUES

- Amend the Public Facilities and Services Element utility plan in accordance with the requirements of A.B. 239.
- Create a new utility transmission line and substation map for the utility plan in accordance with A.B. 239
- Establish provisions for the establishment of new, or the amendment of existing, utility transmission corridors within the city of Las Vegas.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
2013	The Nevada Legislature approved Assembly Bill 239, which mandates that the City adopt an above ground utility plan as part of its master plan.
10/28/14	The Sothern Nevada Regional Planning Coalition (SNRPC) approved an update to the SNRPC Regional Policy Plan that included a common set of regional policies to be used by member agencies for the update of their respective master plans.
1/13/15	The Planning Commission unanimously voted to recommend APPROVAL of a General Plan Amendment (GPA-56951) to Amend the Public Facilities and Building Element Utility Plan.

Neighborhood Meeting	
12/16/14	The city of Las Vegas held a joint neighborhood meeting for four City initiated projects. Five members of the public and two City Council staff members were present at the meeting, but there was no discussion related to this item.

BACKGROUND

In accordance with A.B. 239, the city of Las Vegas is required to prepare and adopt a utility plan as a component of its master plan. The City's utility plan is located within the Public Facilities and Services Element and it will be amended to accomplish the following per A.B. 239:

1. Establish a process for the designation of corridors for the construction of above ground utility projects and transmission lines.
2. Ensure consistency with the energy plans prepared by the Nevada State Office of Energy.
3. Ensure consistency with the above ground utility plans of adjacent jurisdictions.
4. Ensure consistency with the Bureau of Land Management's Resource Management Plan.

This proposed revision to the master plan both identifies transmission corridors and establishes the procedure for establishing new corridors or amending existing ones. Any entity requesting to establish or amend an aboveground utility corridor will be required to submit a General Plan Amendment application.

As required by the statute, the city of Las Vegas has coordinated with local entities as well as NV Energy, the Bureau of Land Management and the Nevada Office of Energy. The proposed utility plan, once approved by the City Council, will be required to be filed with the Public Utility Commission of Nevada.

A Southern Nevada Regional Planning Coalition working group has developed regional policies and has ensured consistency between utility plans of member agencies. The SNRPC amended the Regional Policy Plan on October 28, 2014 to include above ground polices that are to be used for all jurisdictions.

ANALYSIS

This amendment of the 2020 Master Plan Public Facilities and Services Element will incorporate revised utility language, new policies within the implementation section, and a new utility corridor and substation map to replace Map 5.

The revised language within the utility section is intended to clarify the process for the designation of corridors as required by state law, as well as reiterate the entitlement approval process outlined in the Unified Development Code. The amended text is as follows:

At the 2013 legislative session, Assembly Bill 239 passed which reduces a local entity's oversight regarding the location of utility transmission lines of over 200 kilovolts. The bill requires administrative approval of all transmission lines over 200 kilovolts that are located within an established utility corridor ~~and all others~~ identified on Map 5 of this document. Transmission lines of over 15 kilovolts that are located outside of an established corridor must be considered by Special Use Permit. The governing body may approve or deny the use permit application based on the following criteria:

1. Whether the above ground utility transmission line project conflicts with any existing or planned infrastructure or utility project.

2. The above ground utility transmission line's proximity to any school, hospital or urban residential area with a dwelling density greater than two units per acre.

The ~~applicant may then appeal~~ approved legislation provides for an appeals process of the ~~Planning Commission's~~ City's decision to the Public Utilities Commission of Nevada if the applicant believes that the City did not act in a timely manner, or if they feel aggrieved by conditions imposed with the use permit. Map 5 depicts the location of existing and proposed above ground transmission line corridors and substations. Any request to modify, add or remove utility corridors identified on Map 5 of this document will be processed as a General Plan Amendment.

The revised implantation section policies will align it with the intent of the legislation, provide updated policy direction, and include the regional policies adopted by the Southern Nevada Regional Planning Coalition.

Amended Implementation Items

PF6. ~~Title 19 to require compliance~~ Ensure that all proposed utility projects are in compliance with the requirements of NRS 278.145.

PF7. ~~Title 19~~ Amend the Unified Development Code to require a Special Use Permit for utility transmission lines ~~and natural gas distribution lines not located within the public right-of-way~~ not located within a utility transmission corridor as depicted on Map 5.

~~PF8. Develop a long-term and all-inclusive master plan to eliminate aerial utilities by relocating them underground within the city of Las Vegas, especially within the Downtown Centennial Plan area.~~

PF8. ~~Develop and adopt a master plan~~ ~~to~~ Continue to encourage the relocation of existing overhead utilities underground for all new infill and redevelopment projects. ~~and amend Title 19 to require infill and redevelopment projects to relocate overhead utilities underground.~~

PF9. The city of Las Vegas will continue to coordinate with the Nevada Office of Energy, Bureau of Land Management, adjacent jurisdictions and private utility companies such as NV Energy to ensure the continuity and consistency of transmission corridors throughout the Southern Nevada region.

PF10. The city of Las Vegas will continue to coordinate with the appropriate agencies to explore opportunities to utilize the areas within existing utility corridors for recreational uses such as parks, trails and bike facilities.

PF11. The city of Las Vegas supports increasing capacity of existing utility corridors over establishing new ones.

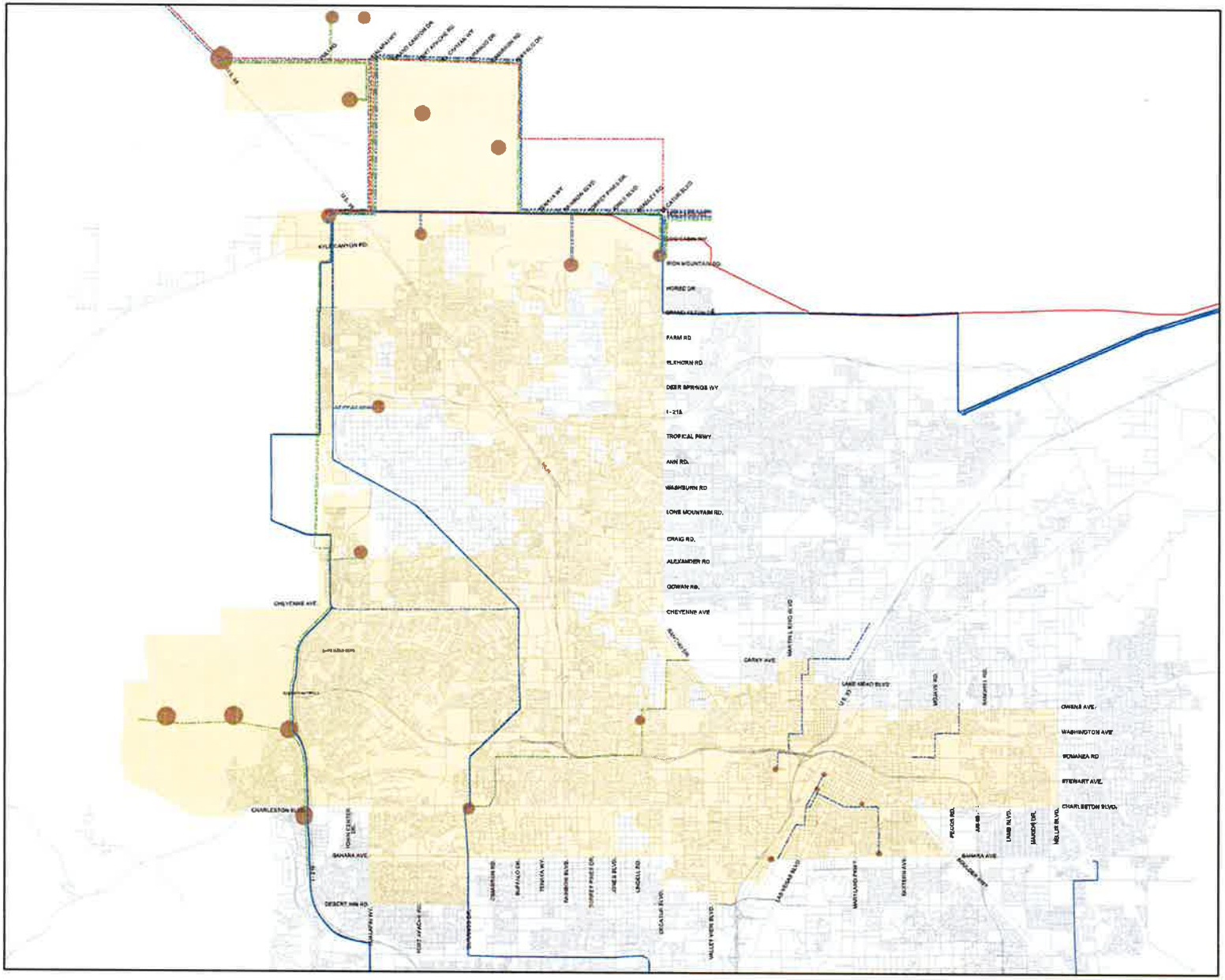
PF12. If established corridors cannot meet utility demand, support the development of new multi-use utility corridors that ensure safe siting of transmission lines to minimize impacts on existing development.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 37

NOTICES MAILED RJ ONLY

APPROVALS 0

PROTESTS 0



GPA-56951 [PRJ-56950]

Submitted after final agenda

Date 1-13-2015 Item 30

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

November 24, 2014

Mr. Peter Lowenstein, AICP
Planning Supervisor
City of Las Vegas
Department of Planning
Case & Public Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

RE: Public Facilities and Building Element Utility Plan Update

Mr. Lowenstein:

Please accept this letter as justification for an amendment to the Public Facilities and Building Element. The amendment will consist of the adoption of an updated utility corridor plan and the revision of language within the utility section of the element. The proposed amendment will facilitate compliance with A.B 239, which was approved by the state legislature in 2013.

Please do not hesitate to contact me should you have any questions.

Thanks,

Fred Solis, AICP
Senior Planner
Department of Planning
Long Range Division

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
BUSINESS LICENSING DIVISION
DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
6TH FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6281
FAX 702.382.6642
TTY 7-1-1
www.lasvegasnevada.gov

GPA-56951 [PRJ-56950]

City of Las Vegas Agenda Item No.: **92.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
GPA-57114 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on a request for a General Plan Amendment TO AMEND THE LAND USE TABLES OF THE LAS VEGAS 2020 MASTER PLAN LAND USE ELEMENT, All Wards [PRJ-57113]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
Staff Report

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: FEBRUARY 18, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-57114	Staff recommends APPROVAL.	

** STAFF REPORT **

PROJECT DESCRIPTION

The purpose of this 2020 Master Plan Land Use Element update is to revise the land use tables so that the reintroduced R-D (Single Family Residential – Restricted) zoning district is added to the land use tables under the R (Rural Density Residential) and L (Low Density Residential) land use designations. This revision will also incorporate the new R-SL (Residential Small Lot) district under the L (Low Density Residential) and ML (Medium Low Density Residential) land use designations.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
03/16/2011	The City Council approved Ordinance 6135, which adopted the Unified Development Code.
03/16/2011	The City Council approved a General Plan Amendment (GPA-40401), which updated the Land Use Element of the 2020 Master Plan so that it was consistent with the Unified Development Code.
06/19/2013	The City Council adopted Ordinance 6257, which reintroduced the R-D (Single Family Residential – Restricted) zoning district into the Unified Development Code.
06/04/2014	The City Council adopted Ordinance 6323, which introduced the R-SL (Residential Small Lot) zoning district into the Unified Development Code.
01/13/2015	The Planning Commission unanimously voted to recommend APPROVAL of a request for a General Plan Amendment (GPA-57114) to amend the Land Use Tables of the Las Vegas 2020 Master Plan Land Use Element.

Neighborhood Meeting	
12/16/2014	The city of Las Vegas held a joint neighborhood meeting for four City initiated projects. Five members of the public and two City Council staff members were present at the meeting, but there was no discussion related to this item.

ISSUES

- The R-D (Single Family Residential – Restricted) zoning district was removed with the original adoption of the Unified Development Code and the 2020 Master Plan Land Use Element was concurrently revised so that it was consistent with the new code.

- With the recent reintroduction of the R-D (Single Family Residential – Restricted) zoning district, the 2020 Master Plan Land Use Element needs to be revised to reflect the reintroduction of the R-D (Single Family Residential – Restricted) zoning district.
- The R-SL (Residential Small Lot) zoning district was recently introduced and needs to be reflected within the Land Use Element.

ANALYSIS

On March 16, 2011, the City Council approved Ordinance 6135 which adopted the city of Las Vegas Unified Development Code (UDC). As part of the adoption, the R-D (Single Family Residential – Restricted) zoning district was removed as an established zoning designation. At the same time that the UDC was adopted, the City Council approved a concurrent General Plan Amendment (GPA-40401) that revised the 2020 Maser Plan Land Use Element and made the element consistent with the changes approved with the new UDC. One of the changes made was to remove the R-D (Single Family Residential – Restricted) zoning district from the land use tables.

In subsequent years, it was decided that the R-D (Single Family Residential – Restricted) district was necessary to provide a middle ground between the 20,000 square-foot R-E (Residence Estates) district lot, and the 6,500 square-foot R-1 (Single Family Residential) lot. In 2013, staff initiated a UDC amendment to reintroduce the R-D (Single Family Residential – Restricted) zoning district with a minimum lot size of 10,000 square feet. The City Council approved this action through Ordinance 6720 on June 19, 2013.

With the reintroduction of the R-D (Single Family Residential – Restricted) district, the land use tables of the 2020 Master Plan Land Use Element need to be revised to reflect the change. The R-D (Single Family Residential – Restricted) zoning district has been listed as compatible with the R (Rural Density Residential) and the L (Low Density Residential) land use designations, which allow densities of up to 3.59 and 5.49 units per acre, respectively.

On June 4, 2014, the City Council adopted ordinance 6323 which introduced the R-SL (Residential Small Lot) zoning district into the UDC as a transition between the larger lot R-1 (Single Family Residential) district and the smaller lot R-CL (Single Family Compact Lot) district. The R-SL (Residential Small Lot) zoning district allows a minimum residential lot size of 4,500 square feet and is compatible with the L (Low Density Residential) and ML (Medium Low Residential Density) land use designations.

Below, the residential portion of the land use table is shown with the addition of the R-D (Single Family Residential – Restricted) and the R-SL (Residential Small Lot) zoning districts.

Master Plan Land Use Designations	RESIDENTIAL								
General Plan Designation	RNP	DR	R	L	ML	MLA	M	H	PCD
Allowable Density Per Acre	0-2	2.49	3.59	5.49	8.49	12.49	25.49	>25.5	8
Allowable Zoning Categories	U*, R-E	U, R-E	U, R-E R-D, R-1	U R-1 R-E R-D R-SL R-MH	U R-E R-1 R-2 R-SL R-CL R-MH	R-2 R-TH R-MH	R-2 R-3 R-TH	R-2 R-3 R-4 R-TH	PD

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 37

NOTICES MAILED RJ ONLY

APPROVALS 0

PROTESTS 0

FS

City of Las Vegas Agenda Item No.: **93.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

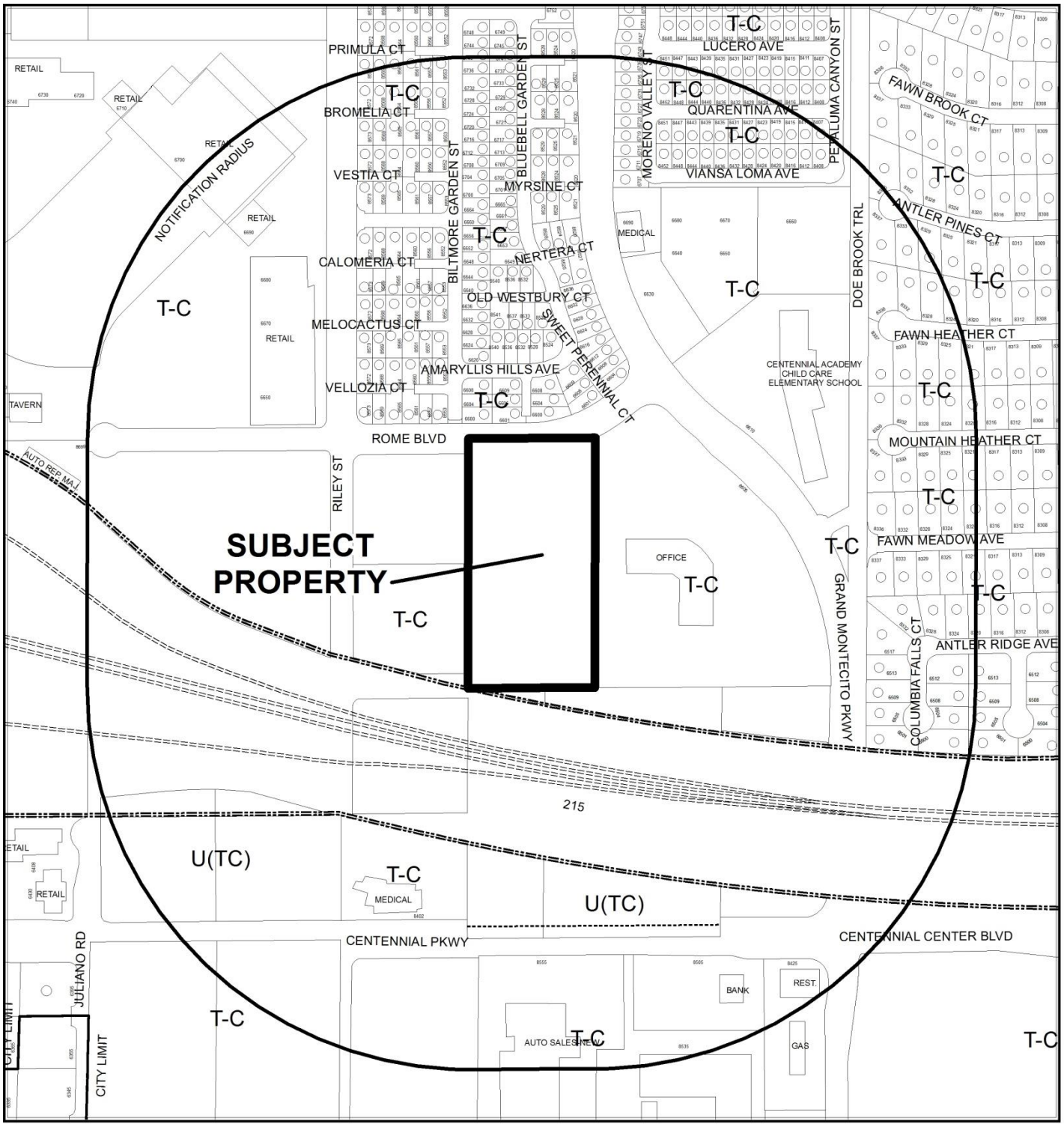
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-57131 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: FORT APACHE HOMES, INC. - For possible action on a request for a Rezoning FROM: U (UNDEVELOPED) [TC (TOWN CENTER) GENERAL PLAN DESIGNATION] TO: T-C (TOWN CENTER) on 5.0 acres adjacent to the south side of Rome Boulevard, 200 feet west of Grand Montecito Parkway (APN 125-20-803-003), Ward 6 (Ross) [PRJ-56734]. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report - ZON-57131 and SDR-56848 [PRJ-56734]
3. Supporting Documentation - ZON-57131 and SDR-56848 [PRJ-56734]
4. Photo(s) - ZON-57131 and SDR-56848 [PRJ-56734]
5. Justification Letter - ZON-57131 and SDR-56848 [PRJ-56734]
6. Backup Referenced from the January 13, 2015 Planning Commission Meeting



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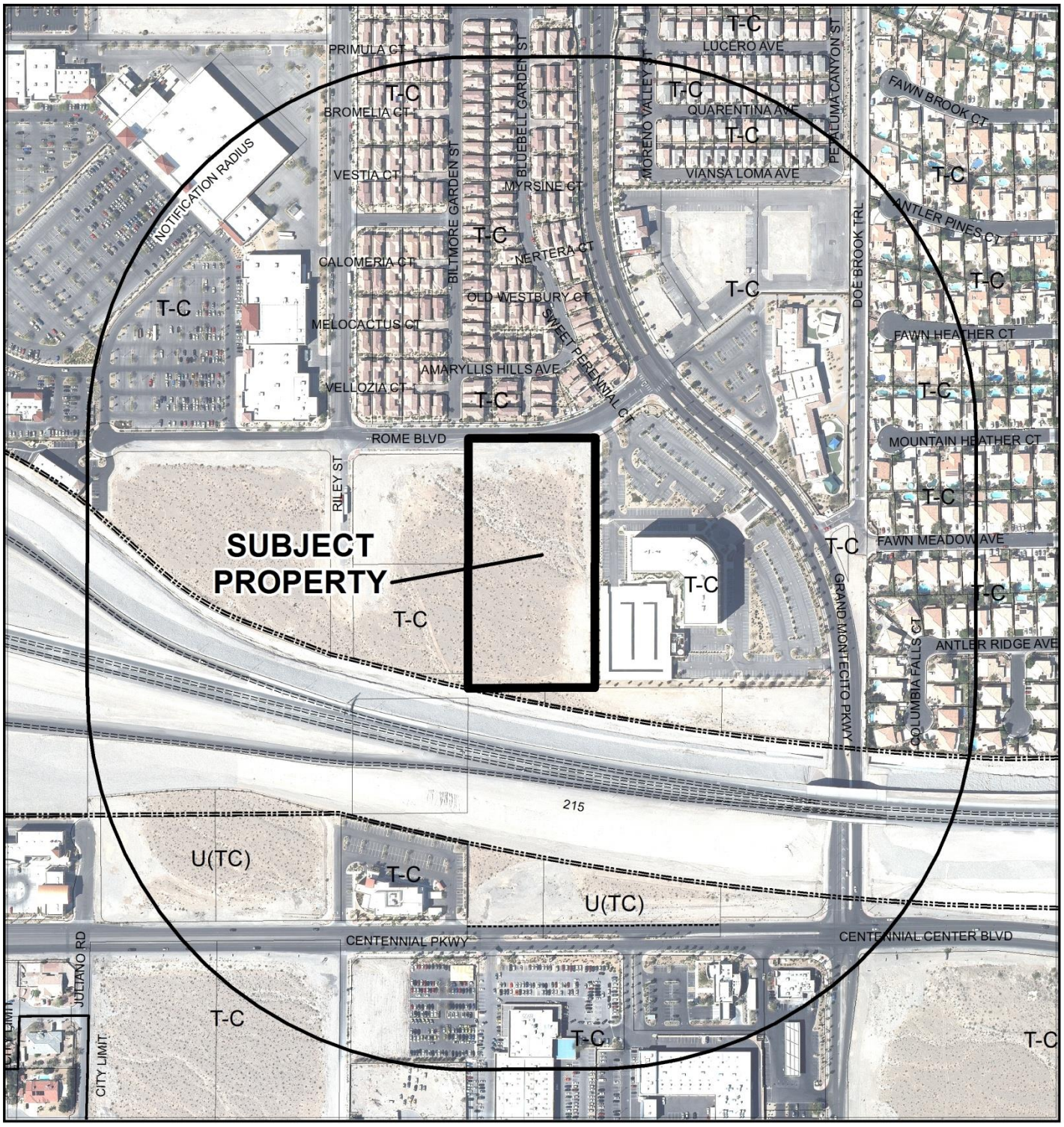
CASE: **ZON-57131 AND SDR-56848 (PRJ-56734)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED)[TC (TOWN CENTER) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER)

N



0 300 600 Feet

CASE: **ZON-57131 AND SDR-56848 (PRJ-56734)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED)[TC (TOWN CENTER) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: FEBRUARY 18, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: FORT APACHE HOMES, INC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-57131	Staff recommends APPROVAL.	
SDR-56848	Staff recommends APPROVAL, subject to conditions:	ZON-57131

** CONDITIONS **

SDR-56848 CONDITIONS

Planning

1. Approval of Rezoning (ZON-57131) 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 and landscape plan date stamped 12/17/14, except as amended by conditions herein.

4. A Waiver is approved to allow a zero-foot wide landscape buffer along the north perimeter, where a 15-foot wide buffer is required. This Waiver is void upon the development of the remainder of the parcel when the required buffer will be installed.

5. A Waiver is approved to allow a five-foot wide landscape buffer along the east perimeter, where an eight-foot wide buffer is required.

6. 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.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

YK

8. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications and reflect that 11 trees will be installed within the south perimeter landscape buffer area.

9. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

10. Dedicate the appropriate right-of-way for a total half-street width of 40 feet on Rome Boulevard adjacent to this site prior to the issuance of any permits as required by the Department of Public Works.

11. Construct half-street improvements on Rome Boulevard per Town Center Development Standards adjacent to this concurrent with onsite development activities.

12. Provide a copy of a recorded Joint Access Agreement between this parcel and Assessor's Parcel Number (APN) #125-20-810-002 prior to the issuance of any permits. Alternatively record a map that joins the APNs 125-20-810-002 and 125-20-803-003.

13. Provide a legal access route through this site for Assessor's Parcel Numbers APN #125-20-803-015 and APN #125-20-803-013, unless the applicant demonstrates that this access has already been provided. Alternatively, provide a letter from Clark County Public Works stating that legal access does not need to be provided.

14. Submit an Encroachment Agreement for landscaping and private improvements in the Rome Boulevard public rights-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. Coordinate all requirements for the Encroachment Agreement with the Land Development Section of the Department of Building and Safety (229-4836).

15. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting to rezone and develop a parking lot on eighty percent of an undeveloped five-acre parcel located adjacent to the south side of Rome Boulevard, 200 feet west of Grand Montecito Parkway. This project will provide additional parking for the office complex to the east for future tenant demands. The front twenty percent of the parcel shall be developed at a later phase. The proposed use is permitted in the MS-TC (Main Street Mixed Use – Town Center) Special Land Use District of Town Center. Staff supports the requests. If denied, the parcel will remain non-zoned and undeveloped.

ISSUES

- A Rezoning from U (Undeveloped) [TC (Town Center) General Plan designation] to T-C (Town Center) is required. Staff supports the request.
- A Waiver is required to allow a zero-foot wide perimeter landscape buffer where a minimum of 15 feet is required along the north perimeter. Staff supports this request as a condition has been added to require this buffer when the remaining portion of the parcel is developed.
- A Waiver is required to allow a five-foot wide perimeter landscape buffer where a minimum of eight feet is required along the east perimeter. Staff supports this request as the project is developed to support the office complex to the east.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/05/03	The City Council approved an Annexation (A-0038-02) that included parcel 125-20-803-003 as part of a larger request. The Planning Commission and staff recommended approval. The effective date was 02/14/03.
01/13/15	The Planning Commission unanimously voted to recommend APPROVAL of requests for a Rezoning (ZON-57131) FROM: U (Undeveloped) [TC (Town Center) General Plan Designation] TO: T-C (Town Center) and voted (6-1) to recommend APPROVAL of a Site Development Plan Review (SDR-56848) for a proposed parking facility with waivers to allow a zero-foot perimeter landscape buffer where 15 feet is required along the north perimeter and a five-foot wide buffer along the east perimeter where an eight-foot buffer is required on 5.0 acres adjacent to the south side of Rome Boulevard, 200 feet west of Grand Montecito Parkway.

Most Recent Change of Ownership	
10/13/14	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
No permits are on file for this project.

Pre-Application Meeting	
11/03/14	Staff met with the applicant and reviewed the applications required for a parking lot on an undeveloped five acre parcel in Town Center. It was advised that a Rezoning and a Site Development Plan Review would be required.

Neighborhood Meeting	
12/18/14	Although a neighborhood meeting was not required, the applicant held a voluntary one with the following results: Meeting Start Time: 6:10 p.m. Meeting End Time: 6:25 p.m. Attendance: 1 member of the public 2 members of the development team 1 member of the Council Office 1 member of Planning No concerns were raised.

Field Check	
12/04/14	Staff visited the site and found an undeveloped desert parcel.

Details of Application Request	
Site Area	
Net Acres	5.0

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	MS-TC (Main Street Mixed Use)	T-C (Town Center)
North	Single-Family, Detached	MS-TC (Main Street Mixed Use)	T-C (Town Center)

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
South	Undeveloped	MS-TC (Main Street Mixed Use)	T-C (Town Center)
East	Office	MS-TC (Main Street Mixed Use)	T-C (Town Center)
West	Undeveloped	MS-TC (Main Street Mixed Use)	T-C (Town Center)

Master Plan Areas	*Compliance*
Town Center Master Plan	Y
Special Purpose and Overlay Districts	***Compliance***
T-C (Town Center) District [MS-TC (Main Street Mixed Use)]	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

DEVELOPMENT STANDARDS

Pursuant to Town Center and Title 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	34 Trees	34 Trees	N*
• South	1 Tree / 30 Linear Feet	11 Trees	5 Trees	N**
• East	1 Tree / 30 Linear Feet	11 Trees	11 Trees	Y
• West	1 Tree / 30 Linear Feet	14 Trees	14 Trees	Y
TOTAL PERIMETER TREES		**70 Trees**	**64 Trees**	**N**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	96 Trees	96 Trees	Y
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	15 Feet		0 Feet	N*
• South	8 Feet		8 Feet	Y
• East	8 Feet		5 Feet	N
• West	8 Feet		9 Feet	Y
Wall Height	6 to 8 Feet Adjacent to Residential		Not Indicated	N/A

*A Waiver is requested.
**A Condition has been added to require 11 trees within the south perimeter landscape buffer.

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Rome Boulevard	Town Center Tertiary	Town Center Development Standards	80	Y

Streetscape Standards	*Required*	*Provided*	*Compliance*
Town Center Tertiary	Five-foot wide sidewalk	Seven-foot wide sidewalk	Y
	Single alternating shade trees and flowering trees at intervals of 30 feet on-center.	Single alternating shade trees and flowering trees at intervals of 30 feet on-center.	

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Parking Facility	N/A	N/A	440				
TOTAL SPACES REQUIRED			440		440		Y
Regular and Handicap Spaces Required			431	9	431	9	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
To provide a 15-foot wide landscape buffer along the north perimeter.	To provide a zero-foot wide landscape buffer along the north perimeter.	Approval
To provide an eight-foot wide landscape buffer along the east perimeter.	To provide a five-foot wide landscape buffer along the east perimeter.	Approval

ANALYSIS

The parcel to be rezoned is included within the Town Center Master Plan area with a MS-TC (Main Street Mixed Use – Town Center) land use designation. This designation is intended to encourage a cohesive mix of interdependent uses within multi-level buildings that are amenable to pedestrian rather than vehicular access. The adjoining approved and developed property was not designed as a mixed-use development, and the addition of the proposed parking lot will simply be an extension of office development. The rezoning of this property is appropriate for these reasons, namely that it will formally bring the parcel into the Town Center Plan. Staff, therefore recommends approval of the Rezoning request.

YK

The parking lot as proposed is an appropriate use for this site and is compatible with the existing and surrounding development with regard to layout and landscaping. A 28-foot wide driveway providing access is proposed along the eastern edge of the developed property. Two-way traffic will logically circulate around the parking lot.

A Waiver is required in order to not install the perimeter landscape buffer along the north perimeter. This Waiver is supported by staff until the remainder of the parcel is developed. A condition has been added to reflect this point. The second Waiver has been requested to allow a five-foot wide landscape buffer, where an eight-foot wide buffer is required. Staff supports this request since the project is acting in conjuncture with the development to the east and will function in support of the office development.

The landscape plan only indicates five trees being provided within the perimeter landscape buffer, where 11 trees are required. Staff has added a condition requiring all 11 trees be installed with this project.

The project is being designed to support additional parking demands that may occur with new tenets in the office complex adjacent to the east. The northern five percent of the parcel will be developed in a later phase and is being left in its nature desert state until that time.

FINDINGS (ZON-57131)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The property is already to be within the Town Center Master Plan area and designated MS-TC (Main Street Mixed Use – Town Center), which allows office and related parking uses.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The proposed parking lot use will provide additional over-flow parking for the existing office building adjacent to the east and is therefore compatible.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The subject property is already included within the Town Center Master Plan and must be rezoned to be fully incorporated into the plan and developed.

FINDINGS (SDR-56848)

In order to approve a Site Development Plan Review 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 parking lot is designed to have direct access to and be compatible with the layout and landscape design of the existing office development on the adjacent eastern lot.

2. **The proposed development is consistent with the General Plan, this Title, the Design Standards Manual, the Landscape, Wall and Buffer Standards, and other duly-adopted city plans, policies and standards;**

   The proposed parking lot is consistent with the Town Center Master Land Use Plan, with the approval of the requested Waivers.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Access is provided through the adjacent eastern parcel (APN 125-20-810-002) from Grand Montecito Parkway and Rome Boulevard. Little impact to area traffic is expected, as no additional uses are proposed.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Landscape materials are consistent with those required by the Town Center Development Standards.

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 design of the proposed parking lot is harmonious and compatible with the office development on the eastern property, and sufficient landscaping will create an aesthetically pleasing environment.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

Development of the site is subject to review prior to issuance of permits and subsequent inspection, thereby safe guarding the public health, safety and welfare.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 24

NOTICES MAILED 276 (By City Clerk)

APPROVALS 0

PROTESTS 1

YK

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

ZON-57131

Case Number: TBD APN: 125-20-803-003

Name of Property Owner: Waitt-Montecito Real Estate, LLC

Name of Applicant: Waitt-Montecito Real Estate, LLC

Name of Representative: DUANE MORRIS, Attn: Jennifer Roberts

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: Mark Schlossberg

Subscribed and sworn before me

This 14th day of October, 2014

_____

Notary Public in and for said County and State

VICKEY MONTEZ
Commission # 2066498
Notary Public - California
San Diego County
My Comm. Expires May 29, 2018

PRJ-56734
11/13/14

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: MAJOR MODIFICATION

Project Address (Location) Grand Montecito/Rome

Project Name Montecito Town Center South **Proposed Use** Parking Lot (surface)

Assessor's Parcel #(s) 125-20-803-003 **Ward #** 6

General Plan: existing -- proposed -- **Zoning:** existing U(T-C) proposed MS

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres 5 **Lots/Units** N/A **Density** N/A

Additional Information Undeveloped parcel requiring rezoning for additional parking for office complex located on adjacent parcel

PROPERTY OWNER Waitt-Montecito Real Estate, LLC **Contact** Mark Robinson

Address 12790 El Camino Real, Suite 150 **Phone:** (858) 480-2900 **Fax:** 702-446-5872

City San Diego **State** CA **Zip** 92130

E-mail Address mrobinson@swvp.com

APPLICANT Waitt-Montecito Real Estate, LLC **Contact** Mark Robinson

Address 12790 El Campio Real, Suite 150 **Phone:** (858) 480-2900 **Fax:** 702-446-5872

City San Diego **State** CA **Zip** 92130

E-mail Address mrobinson@swvp.com

REPRESENTATIVE DUANE MORRIS **Contact** Jennifer Roberts

Address 100 North City Parkway, Suite 1500 **Phone:** 702-868-2606 **Fax:** 702-446-5872

City Las Vegas **State** NV **Zip** 89106

E-mail Address jroberts@duanemorris.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 Mark Schlossberg

Subscribed and sworn before me

This 14th day of October, 2014.

Vickey Montez

Notary Public in and for said County and State

VICKEY MONTEZ
Commission # 2066498
Notary Public - California
San Diego County
My Comm. Expires May 29, 2018

FOR DEPARTMENT USE ONLY

Case #	ZON-57131
Meeting Date:	01/13/15
Total Fee:	
Date Received:*	
Received By:	

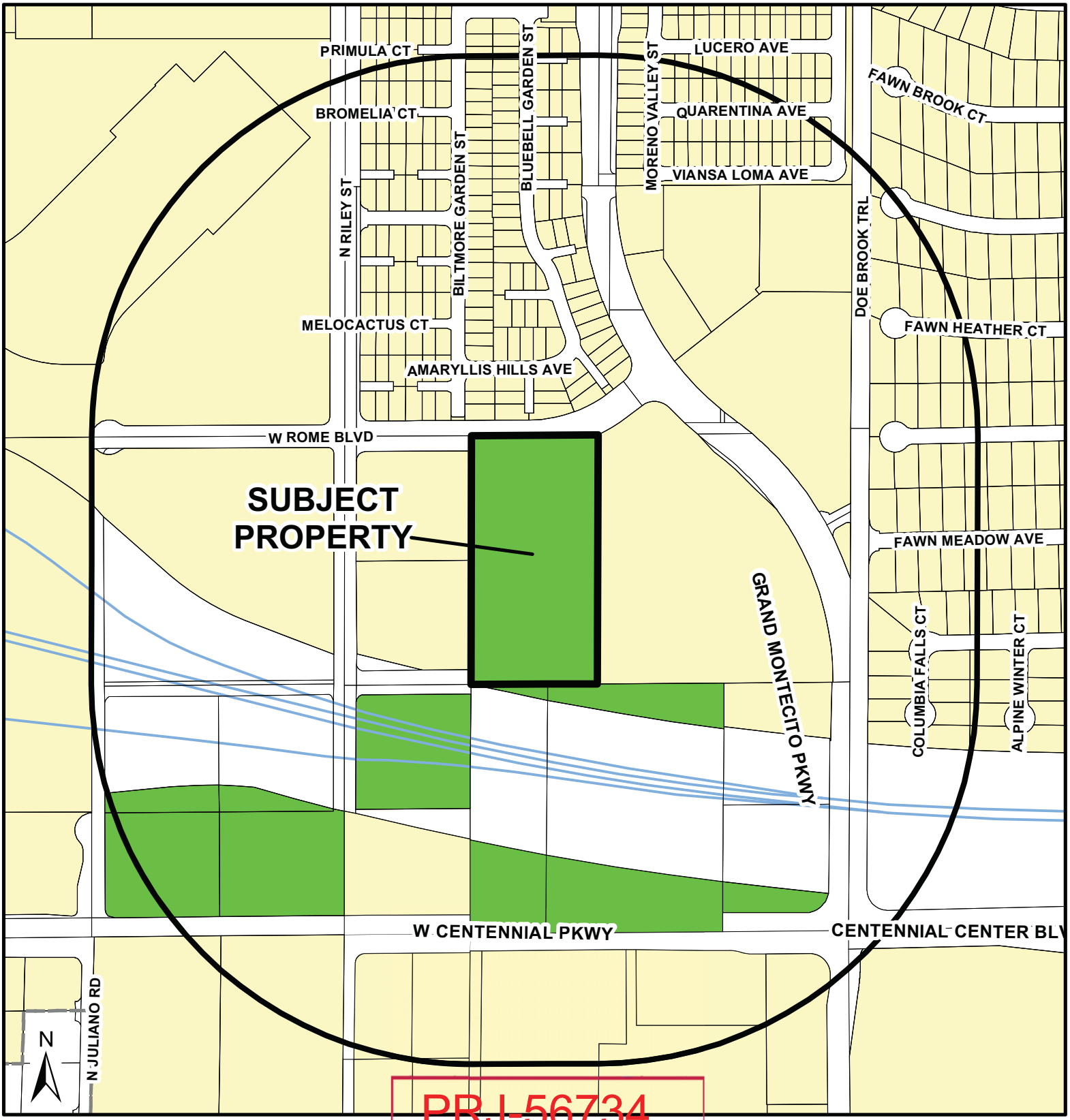
*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

PRJ-56734
11/13/14

ZON-57131



PRJ-56734
12/08/14

Zoning

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residential Estates
- R-D - Single-Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single-Family Compact-Lot
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-5 - Apartment
- R-MH - Mobile/Manufactured Home Residence
- R-MHP - Residential Mobile/ Manufactured Home Park
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- T-C - Town Center

FROM U TO T-C

ZON-57131

- Subject Property
- 1000ft Buffer
- City Limits

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, December 08, 2014

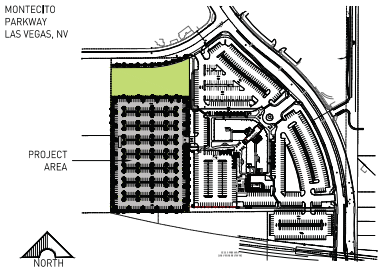
KEY NOTES

1. NEW LANDSCAPE AREA.
2. NEW PRE-CAST CONCRETE PARKING STOP.
3. NEW PARKING STRIPING AND CURBS.
4. NEW LIGHT POLE.
5. NEW SIDEWALK.
6. ASPHALT PAVING.
7. EXISTING PROPERTY LINE.
8. NEW ROAD IMPROVEMENT PER CIVIL.
9. UNDISTURBED DESERT LANDSCAPE.
10. NEW STRIPING FOR CROSS WALK.
11. NEW SIDEWALK TO CONNECT TO EXISTING SIDEWALK.
12. EXISTING SIDEWALK TO REMAIN.

SITE PARKING DATA

NEW PARCEL: 125-20-803-003	5.01 ACRES
TYPICAL PARKING SPACE	9' x 18'
PARKING REQUIRED:	
REGULAR STALLS:	431
HANDICAPPED PARKING:	9
TOTAL PARKING:	440
PARKING PROVIDED:	
REGULAR STALLS:	431
HANDICAPPED PARKING	9
TOTAL PARKING:	440

LOCATION PLAN



ENCOMPASS STUDIO
architecture + interiors
241 W. Charleston Blvd, Suite 155 | Las Vegas, NV 89102
design@estudiovegas.com 702.735.7759

PLANT LEGEND

SYMBOL	BOTANICAL NAME / COMMON NAME	SIZE	QUANTITY
	PROSOPI CHILENSIS / CHILEAN MESQUITE	24" BOX	11
	WASHINGTONIA ROBUSTA / MEXICAN FAN PALM (SKINNED)	15' BTH	12
	FRAXINUS VELUTINA 'RIO GRANDE' / FAN-TEX ASH	24" BOX	133
	LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUAN SAGE	5 GAL.	230
	TEUCRIUM HAMAEDRYS / PROSTRATE GERMANDER	5 GAL.	175
	ACACIA REDOLENS 'DESERT CARPET' / DESERT CARPET ACACIA	5 GAL.	50
	YUCCA RECURVIFOLIA / WEEPING YUCCA	5 GAL.	40
	ROSMARINUS OFFICINALIS 'PROSTRATUS' / PROSTRATE ROSEMARY	5 GAL.	80
	LANTANA 'DALLAS RED' / DALLAS RED LANTANA	1 GAL.	140
	MUHLENBERGIA EMERSLEYI / BULL GRASS	1 GAL.	80
	LANDSCAPE BOULDERS, GRANITE OOULDER,S, TO MATCH DECOMPOSED GRANITE,BOULDER SIZES PER FOLLOWING PERCENTAGES: 25% 2'X2'X3' BOULDER 25% 3X3'X4' BOULDER 50% 4',4'X5' BOULDER		

SITE/LANDSCAPE PLAN

SURFACE PARKING LOT

for

WEST ROME BOULEVARD
LAS VEGAS, NEVADA 89149

SEAL

NEIGHBORHOOD MEETING

REVISIONS:

NO.	DATE / COMMENTS	BY

DATE: 12.16.14 DRAWN BY: M.F.
PROJECT NO. 11203 CHECKED BY: B.P.

PRJ-56734
12/17/14

SHEET NUMBER
SP-001

SITE/LANDSCAPE PLAN

SCALE: 1" = 40'-0"

ZON-57131 and SDR-56848 - REVISED

ZON-57131 [PRJ-56734] - REZONING RELATED TO SDR-56848 - APPLICANT/OWNER: FORT APACHE HOMES, INC.
SOUTH SIDE OF ROME BOULEVARD, WEST OF GRAND MONTECITO PARKWAY

12/04/14

NEW YORK
LONDON
SINGAPORE
PHILADELPHIA
CHICAGO
WASHINGTON, DC
SAN FRANCISCO
SILICON VALLEY
SAN DIEGO
BOSTON
HOUSTON
LOS ANGELES
HANOI
HO CHI MINH CITY
ATLANTA

DuaneMorris®

FIRM and AFFILIATE OFFICES

JENNIFER ROBERTS
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PERSONAL FAX: +1 702 446 5872
E-MAIL: jroberts@duanemorris.com

www.duanemorris.com

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OMAN
A GCC REPRESENTATIVE OFFICE OF DUANE MORRIS

MEXICO CITY
ALLIANCE WITH
MIRANDA & ESTAVILLO

November 13, 2014

VIA CLVEPLAN

Yorgo Kagafas, AJCP
Senior Planner
Planning Department
City of Las Vegas
Development Services Center
333 North Rancho Drive
Las Vegas NV 89106

RE: PRJ-56734 -- Applications for Major Modification (Rezoning) and Site Development Review

Dear Yorgo:

I am writing on behalf of Waitt-Montecito Real Estate, LLC ("Applicant") in support of applications for a major modification to the Town Center land use plan to allow for the rezoning of parcel #125-20-803-003 from T-C(U)-Undeveloped to T-C(MS)-Main Street Mixed Use, and for a site development review for the addition of a parking lot to the site.

The parcel was just recently purchased by the Applicant and is currently undeveloped, but is located adjacent to a parcel owned by the Applicant that contains a 180,000 square foot constructed, unoccupied office complex. The existing zoning for the parcel at issue is T-C(U), so the Applicant is seeking a major modification to the Town Center rezoning to T-C(MS), a Town Center zoning classification that matches the zoning of the adjacent parcels.

As the Applicant was able to acquire the parcel in October 2014, a major modification to allow for rezoning of the site is required in order to construct a parking lot that will provide additional parking to accommodate all tenants and guests of the office complex located on the adjacent parcel. Since the Applicant intends to develop a surface parking lot, which is a permitted use within MS zoning, the Applicant also seeks approval of a site development review for such use.

The proposed major modification to allow for rezoning of a currently-classified Undeveloped parcel will not adversely affect surrounding properties since the adjacent parcel is developed with a compatible zoning classification. The proposed parking lot use would not increase the intensity of any use, but would simply compliment the permitted uses in the area and would lessen the traffic flow and consolidation to neighboring parcels that are also owned by the Applicant. Therefore, the rezoning and site development review would be appropriate for the parcel at issue.

The proposed major modification (rezoning) and parking lot use would conform to the General Plan and are compatible to surrounding parcels. There is adequate access to the parcel and the parking lot has no variable impact on the area. There are no waivers from current development standards required and the proposal is in accordance with the City of Las Vegas policies, plans, and standards.

Please call me if you have any questions or need additional information.

Sincerely,

Jennifer Roberts

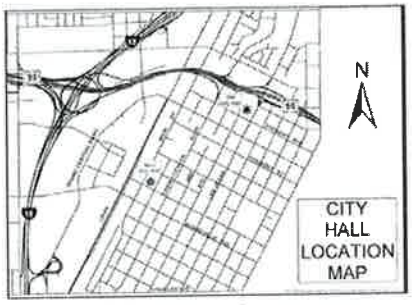
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

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 DEC 31 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.

ZON-57131 & SDR-56848 [PRJ-56734]
Planning Commission Meeting of 1/13/2015

RECEIVED
JAN 13 2015
City of Las Vegas
Dept. of Planning

Case: ZON-57131
12520712163
O'CONNELL TERRENCE P & MARY B
1224 FUNSTON AVE
PACIFIC GROVE CA 93950

112 JRDFNMP 93950

Submitted after final agenda

Date 1-13-2015 Item 33-34 33-34 P

City of Las Vegas Agenda Item No.: **94.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
SDR-56848 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-57131 - PUBLIC HEARING - APPLICANT/OWNER: FORT APACHE HOMES, INC. - For possible action on a request for a Site Development Plan Review FOR A PROPOSED PARKING FACILITY WITH WAIVERS TO ALLOW A ZERO-FOOT PERIMETER LANDSCAPE BUFFER WHERE 15 FEET IS REQUIRED ALONG THE NORTH PERIMETER AND A FIVE-FOOT WIDE BUFFER ALONG THE EAST PERIMETER WHERE AN EIGHT-FOOT BUFFER IS REQUIRED on 5.0 acres adjacent to the south side of Rome Boulevard, 200 feet west of Grand Montecito Parkway (APN 125-20-803-003), T-C (Town Center) Zone [MS-TC (Main Street Mixed Use) Special Land Use Designation], Ward 6 (Ross) [PRJ-56734]. The Planning Commission (6-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (6-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

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.

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

STATEMENT OF FINANCIAL INTEREST

Case Number: TBD SDR-56848 APN: 125-20-803-003

Name of Property Owner: Waitt-Montecito Real Estate, LLC

Name of Applicant: Waitt-Montecito Real Estate, LLC

Name of Representative: DUANE MORRIS, Attn: Jennifer Roberts

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: Mark Schlossberg

Subscribed and sworn before me

This 14th day of October, 2014

_____

Notary Public in and for said County and State

VICKEY MONTEZ
Commission # 2066498
Notary Public - California
San Diego County
My Comm. Expires May 29, 2018

PRJ-56734
11/13/14

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Site Development Review

Project Address (Location) Grand Montecito/Rome

Project Name Montecito Town Center South **Proposed Use** Parking Lot (surface)

Assessor's Parcel #(s) 125-20-803-003 **Ward #** 6

General Plan: existing -- proposed -- **Zoning:** existing U(T-C) proposed MS

Commercial Square Footage N/A **Floor Area Ratio** N/A

Gross Acres 5 **Lots/Units** N/A **Density** N/A

Additional Information Undeveloped parcel requiring site development for additional parking lot for complex located on adjacent parcel

PROPERTY OWNER Waitt-Montecito Real Estate, LLC **Contact** Mark Robinson

Address 12790 El Camino Real, Suite 150 **Phone:** (858) 480-2900 **Fax:** 702-446-5872

City San Diego **State** CA **Zip** 92130

E-mail Address mrobinson@swvp.com

APPLICANT Waitt-Montecito Real Estate, LLC **Contact** Mark Robinson

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City San Diego **State** CA **Zip** 92130

E-mail Address mrobinson@swvp.com

REPRESENTATIVE DUANE MORRIS **Contact** Jennifer Roberts

Address 100 North City Parkway, Suite 1560 **Phone:** 702-868-2606 **Fax:** 702-446-5872

City Las Vegas **State** NV **Zip** 89106

E-mail Address jroberts@duanemorris.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 Mark Schlossberg

Subscribed and sworn before me

This 14th day of October, 2014.

_____

Notary Public in and for said County and State

VICKEY MONTEZ
Commission # 2066498
Notary Public - California
San Diego County
My Comm. Expires May 29, 2018

FOR DEPARTMENT USE ONLY

Case #	**SDR-56848**
Meeting Date:	**01/13/15**
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.

f:\depot\Application Packet\Application Form.pdf

PRJ-56734
11/13/14

Revised 10/27/08

City of Las Vegas Agenda Item No.: **95.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

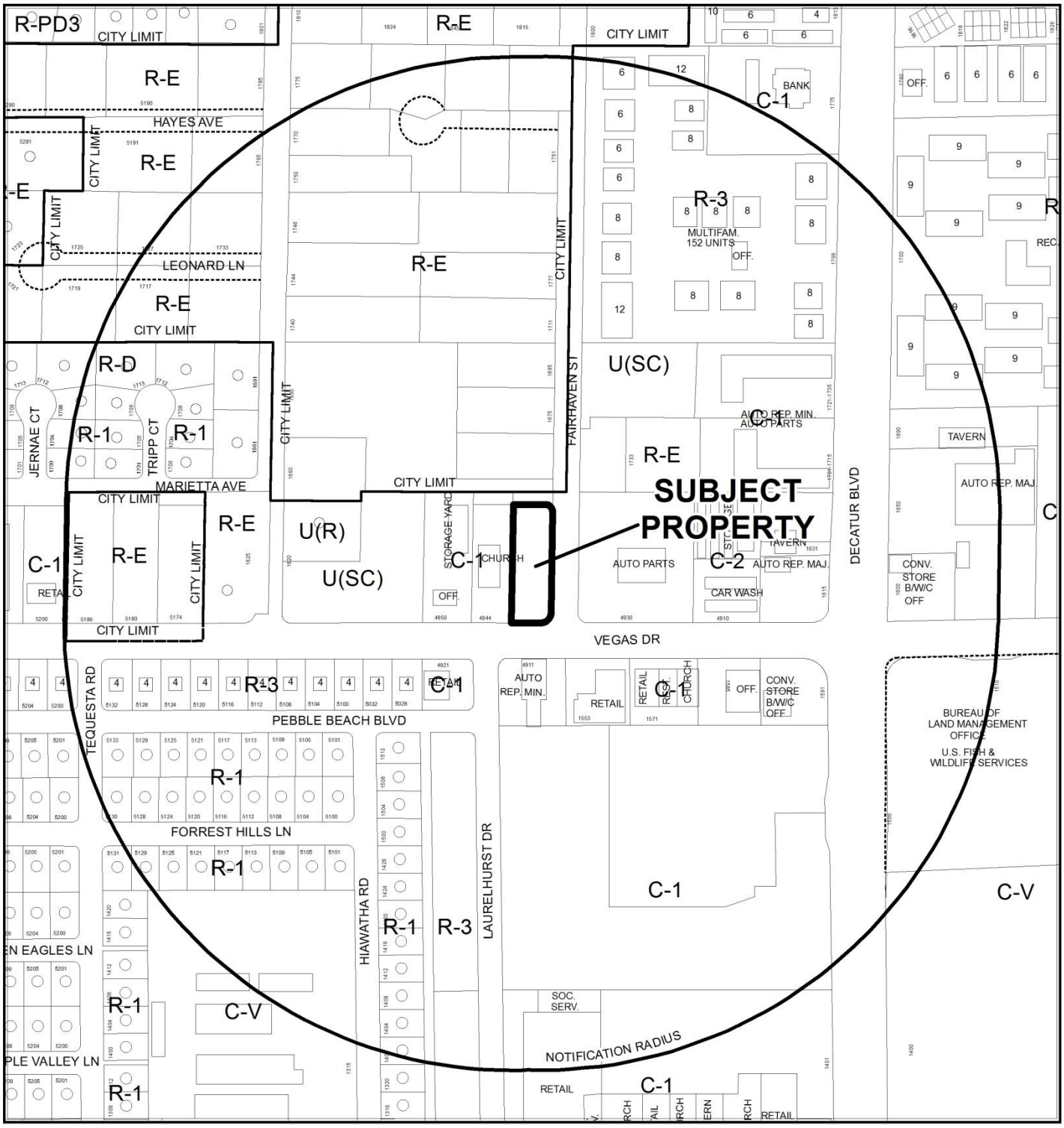
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
ZON-56357 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: NIRVAANA, LLC - For possible action on a request for a Rezoning FROM: U (UNDEVELOPED) [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION] TO: C-1 (LIMITED COMMERCIAL) on 0.54 acres at 4940 Vegas Drive (APN 138-24-803-023), Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - ZON-56357 and VAR-57299
2. Conditions and Staff Report - ZON-56357 and VAR-57299
3. Supporting Documentation - ZON-56357 and VAR-57299
4. Photo(s) - ZON-56357 and VAR-57299
5. Justification Letter - ZON-56357 and VAR-57299
6. Backup Referenced from the January 13, 2015 Planning Commission Meeting



0 200 400 Feet

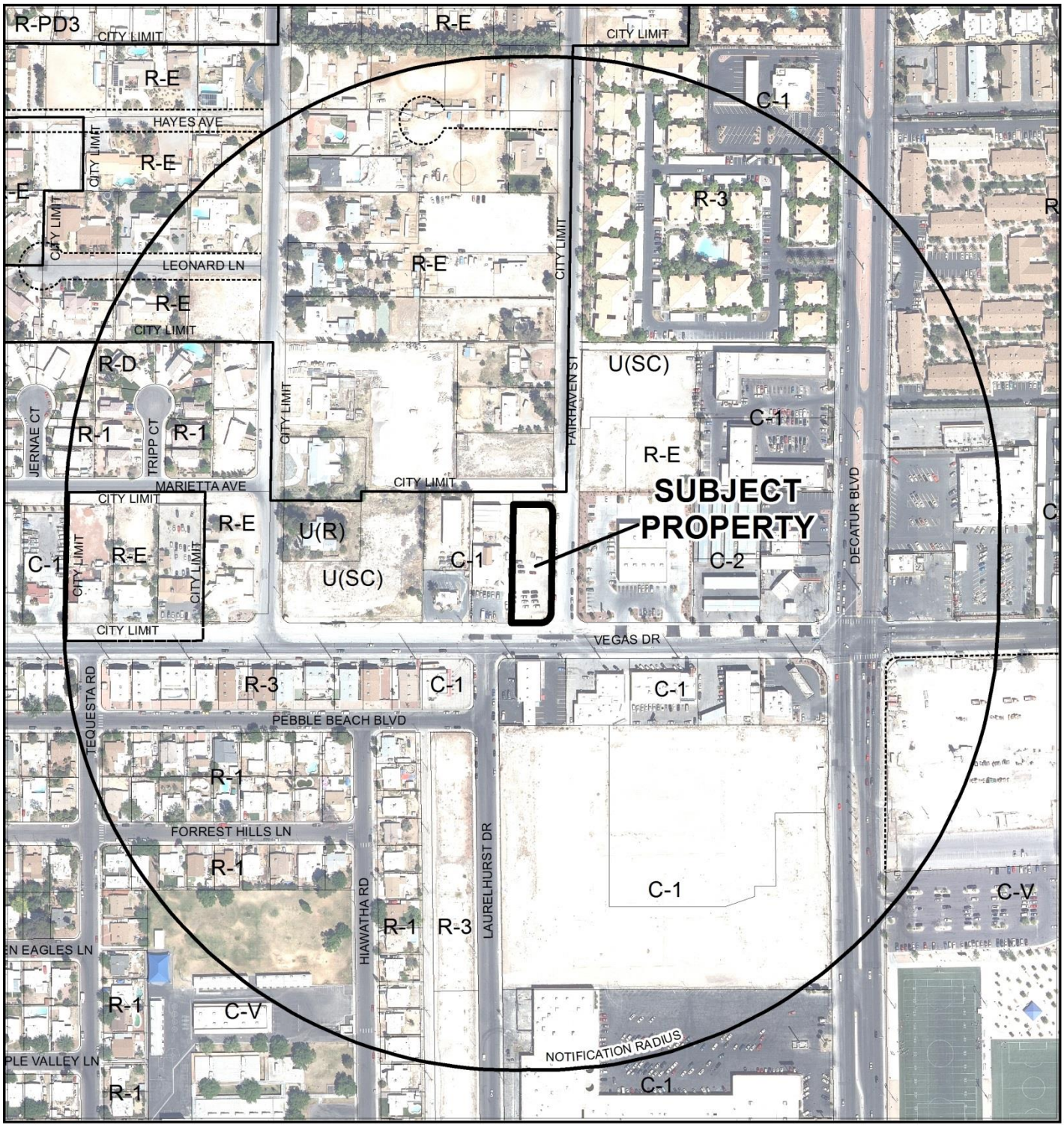
CASE: **ZON-56357 AND VAR-57299**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: **ZON-56357 AND VAR-57299**

0 200 400 Feet

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: U (UNDEVELOPED) [SC (SERVICE COMMERCIAL) GENERAL PLAN DESIGNATION]

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: FEBRUARY 18, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: NIRVAANA, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-56357	Staff recommends APPROVAL.	VAR-57299
VAR-57299	Staff recommends APPROVAL.	N/A

MR

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting to rezone a 0.54-acre undeveloped parcel of land from a U (Undeveloped) zoning district [SC (Service Commercial) General Plan designation] to a C-1 (Limited Commercial) zoning district. The property is located on the northwest corner of Vegas Drive and Fairhaven Street. A lot-width Variance is required to approve the Rezoning of this site. The applicant has not submitted a development plan for the subject parcel. The proposed Rezoning is consistent with the surrounding zoning districts and land uses and the requested C-1 (Limited Commercial) zoning district is in conformance with the underlying SC (Service Commercial) General Plan land use category. The Variance will allow this site to be developed for commercial use despite not meeting minimum code requirements. Staff supports the requested Variance and Rezoning. If denied, the property would remain zoned U (Undeveloped).

ISSUES

- The SC (Service Commercial) land use category allows for three zoning districts: C-1 (Limited Commercial), O (Office) and P-O (Professional Office).
- There are no proposed development plans submitted with this request at this time.
- A Variance is required to allow a lot width of 74 feet where 100 feet is the minimum lot width for the C-1 (Limited Commercial) zoning district. Staff supports the requested lot width Variance as the proposed zoning is consistent with the surrounding neighborhood and the previously approved Rezoning requests.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
09/04/79	The Board of County Commissioners approved a Rezoning (ZC-0190-79) request from R-E (Rural Estates Residential) to C-1 (Local Business) as part of larger request; however, the site was not developed and the Resolution of Intent expired.
12/05/79	The City Council approved an Annexation (A-0018-79) request of approximately 1.23 acres generally located on the northwest corner of Vegas Drive and Fairhaven Street with the effective date of 12/14/79. The property was Annexed into the City under the SC (Service Commercial) land use designation under a Resolution of Intent to C-1 (Limited Commercial).

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/20/99	The City Council approved a Rezoning (Z-0051-99) from U (Undeveloped) [SC (Service Commercial) General Plan designation] to C-1 (Limited Commercial) for a proposed use of a 6,434 square-foot retail/office building located on the northwest corner of Vegas Drive and Fairhaven Street. The Planning Commission and staff recommended approval. The entitlement expired on 10/20/00.
01/13/15	The Planning Commission unanimously voted to recommend APPROVAL of requests for a Rezoning (ZON-56357) FROM: U (Undeveloped) [Sc (Service Commercial) General Plan Designation] TO: C-1 (Limited Commercial) and Variance (VAR-57299) to allow a lot width of 74 feet where 100 feet is required on 0.54 acres at 4940 Vegas Drive.

Most Recent Change of Ownership	
05/19/14	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no relevant building permits or business licenses associated with this site.

Pre-Application Meeting	
10/07/14	A pre-application meeting was held with the applicant to discuss the submittal requirements for a proposed Rezoning from a U (Undeveloped) zoning district to a C-1 (Limited Commercial) zoning district.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
12/04/14	Staff conducted a routine site visit and found the subject site is an undeveloped dirt lot.

Details of Application Request	
Site Area	
Net Acres	0.54

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Undeveloped	SC (Service Commercial)	U (Undeveloped)
North	Single-Family, Detached	R-E (Rural Estates Residential) - Clark County	RN (Rural Neighborhood) - Clark County
South	Auto Repair Garage, Minor	SC (Service Commercial)	C-1 (Limited Commercial)
East	Auto Parts (Accessory Installation)	SC (Service Commercial)	C-1 (Limited Commercial)
West	House of Worship	SC (Service Commercial)	C-1 (Limited Commercial)

Pursuant to 19.08.070, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 FT	74 FT	N*

* A lot width Variance accompanies this land use application.

Master Plan Areas	*Compliance*
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (105 Feet)	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	Y

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Vegas Drive	Major Collector	Planned Streets and Highways Map	80	Y

ANALYSIS

According to the provided justification letter, the applicant is intending to rezone the subject 0.54-acre parcel from U (Undeveloped) zoning district [SC (Service Commercial) General Plan designation] to a C-1 (Limited Commercial) zoning district. The applicant's goal is to develop the parcel for a future use.

The subject site was zoned C-1 (Local Business) prior to Annexation into the City and C-1 (Limited Commercial) after annexation occurred. Both Rezoning cases had a ROI (Resolution of Intent) that was not exercised. Therefore, both land use entitlements expired.

The proposed C-1 (Limited Commercial) zoning district corresponds to the underlying SC (Service Commercial) land use designation and is the appropriate zoning district that conforms to the General Plan. However, a lot width Variance is required to allow a 74-foot lot width where 100 feet is the minimum required for the C-1 zoning district. The requested Variance is consistent with NRS (Nevada Revised Statutes) requirements for granting a Variance, as an exceptional situation exists, that being the area is planned for commercial uses and this site has previously been approved for the requested C-1 (Limited Commercial) zoning district. The granting of this Variance should not adversely affect the adjacent and future land uses in the area. No development plans were submitted with this application.

If the requested Variance and Rezoning applications are approved then these applications will solidify current and past zoning requests to rezone this site to C-1 (Limited Commercial). Staff recommends approval of the both requests; however, if these applications are denied then zoning will remain U (Undeveloped).

FINDINGS (ZON-56357)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The existing General Plan designation of the subject site is SC (Service Commercial), which allows low to medium intensity retail, office, or other commercial uses that serve primarily local area patrons. The proposed Rezoning to C-1 (Limited Commercial) is consistent with the current General Plan designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

The proposed C-1 (Limited Commercial) zoning district is one of three allowable zoning categories for the underlying land use and, as such, all requested uses will be required to comply with the permissible uses for such district as listed in Title 19.12 for the C-1 (Limited Commercial) zoning district.

3. Growth and development factors in the community indicate the need for or appropriateness of the rezoning.

The request for a Rezoning to a C-1 (Limited Commercial) zoning district is appropriate. There have been previous Rezoning requests for retail and commercial uses that were deemed appropriate on the subject site. However, these entitlements have expired. The applicant is seeking to re-establish the commercial zoning district. The area around the subject site has been developed as single-family residential, a house of worship and other commercial and retail uses. The low intensity commercial uses typically permitted in the C-1 (Limited Commercial) zoning district is fitting for this site and the surrounding community.

4. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.

The property is located on the northwest corner of Vegas Drive and Fairhaven Street. Vegas Drive has been classified as an 80-foot wide Major Collector by the Master Plan of Streets and Highways and Fairhaven Street is a 60-foot wide Minor Collector as defined by Title 19. At this time no development plans have been submitted showing driveway access from either roadway; however, the uses allowed in the C-1 (Limited Commercial) zoning district can be adequately met by the existing street facilities.

FINDINGS (VAR-57299)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

Evidence of a unique or extraordinary circumstance has been presented, in that the applicant has not created a self-imposed hardship. The lot is narrow (74 feet wide lot) and was Annexed into the City with this existing site condition. This site has been Rezoned [(ZC-0190-79) and (Z-0051-99)] twice to C-1 (Limited Commercial) and the lot width has not been an issue. The General Plan supports conversion of this undeveloped lot to a commercial use even though the lot does not meet the minimum width requirements. In view of this hardship imposed by the extraordinary circumstances listed above, it is concluded that the applicant's hardship is not preferential in nature, and it is thereby within the realm of NRS Chapter 278 for granting of Variances.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 123 (By City Clerk)

APPROVALS 1

PROTESTS 0

DEPARTMENT OF PLANNING

RECEIVED
OCT 07 2014
Dept of Planning
City of Las Vegas

STATEMENT OF FINANCIAL INTEREST

Case Number: ZON-56357 APN: 138-24-803-023

Name of Property Owner: NIRVAANA, LLC

Name of Applicant: JESSE J. SINGH

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: J. Sgh

Print Name: JESSE J. SINGH

Subscribed and sworn before me

This 07 day of OCTOBER, 2014

_____
Notary Public in and for said County and State

DANE S. HALOVICH
Notary Public, State of Nevada
Appointment No. 06-107101-1
My Appt. Expires Mar 1, 2018

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Rezoning

Project Address (Location) 4940 VEGAS DRIVE

Project Name NIRVAANA, LLC VACANT LAND **Proposed Use** COMMERCIAL C-1

Assessor's Parcel #(s) 138-24-803-023 **Ward #** 5

General Plan: existing SC proposed N/A **Zoning:** existing U proposed C-1

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres .54 **Lots/Units** _____ **Density** _____

Additional Information _____

RECEIVED
OCT 07 2014
Dept of Planning
City of Las Vegas

PROPERTY OWNER NIRVAANA, LLC **Contact** JESSE J. SINGH

Address 1736 E. CHARLESTON # 314 **Phone:** 714-204-9860 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89104

E-mail Address JESSEATS@YAHOO.COM

APPLICANT JESSE J. SINGH **Contact** _____

Address 1736 E. CHARLESTON # 314 **Phone:** 714-204-9860 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89104

E-mail Address JESSEATS@YAHOO.COM

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* J. S.

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name JESSE J. SINGH

Subscribed and sworn before me

This 07 day of OCTOBER, 2014.

Notary Public in and for said County and State

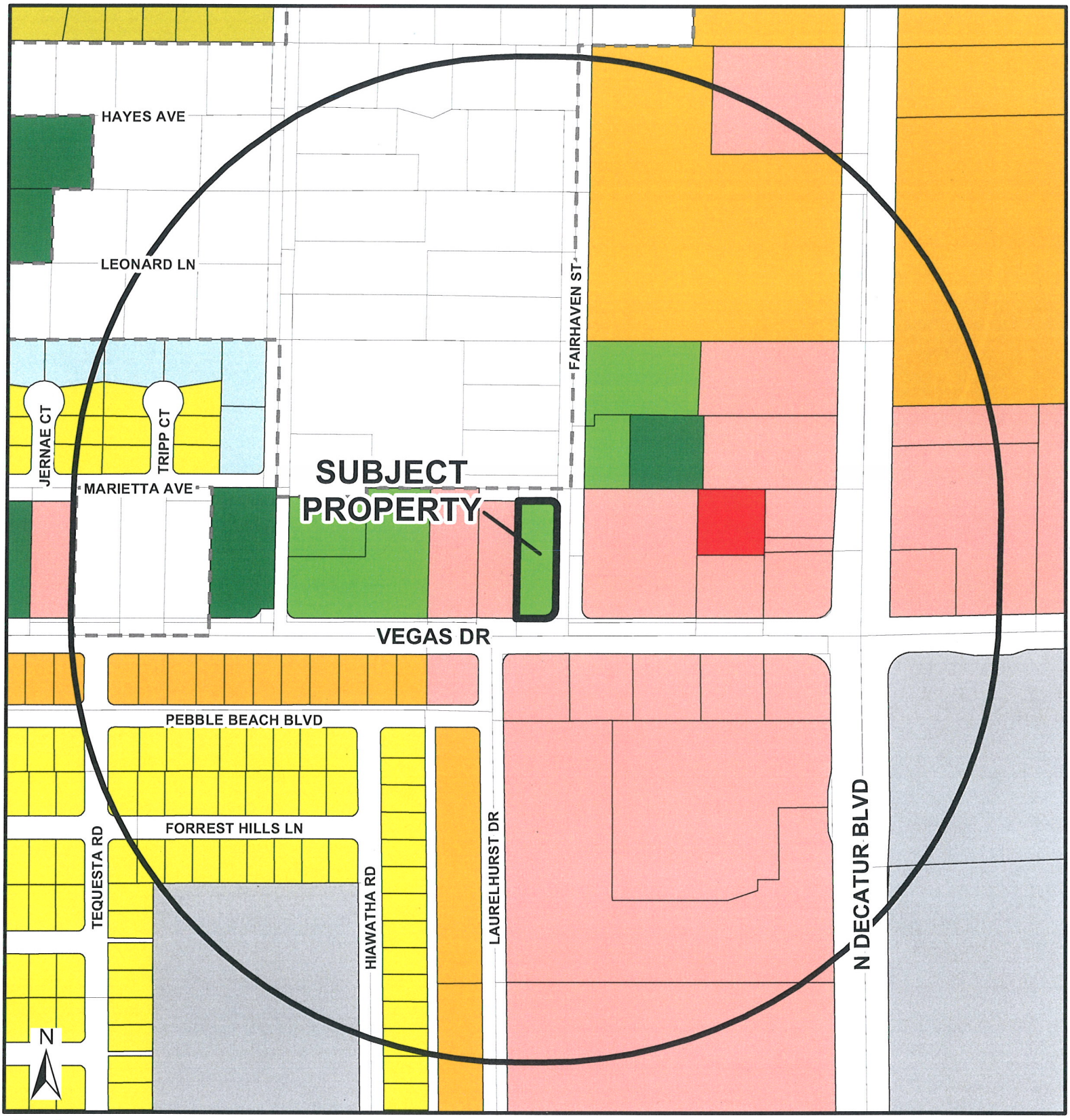
DANE S. HALOVICH
Notary Public, State of Nevada
Appointment No. 06-107101-1
My Appt. Expires Mar 1, 2018

FOR DEPARTMENT USE ONLY

Case #	ZON-56357
Meeting Date:	1/13/15
Total Fee:	1200.00
Date Received:*	10/7/14
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.

ZON-56357



Zoning

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residential Estates
- R-D - Single-Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single-Family Compact-Lot
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-5 - Apartment
- R-MH - Mobile/Manufactured Home Residence
- R-MHP - Residential Mobile/ Manufactured Home Park
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- T-C - Town Center

FROM U TO C-1

Subject Property

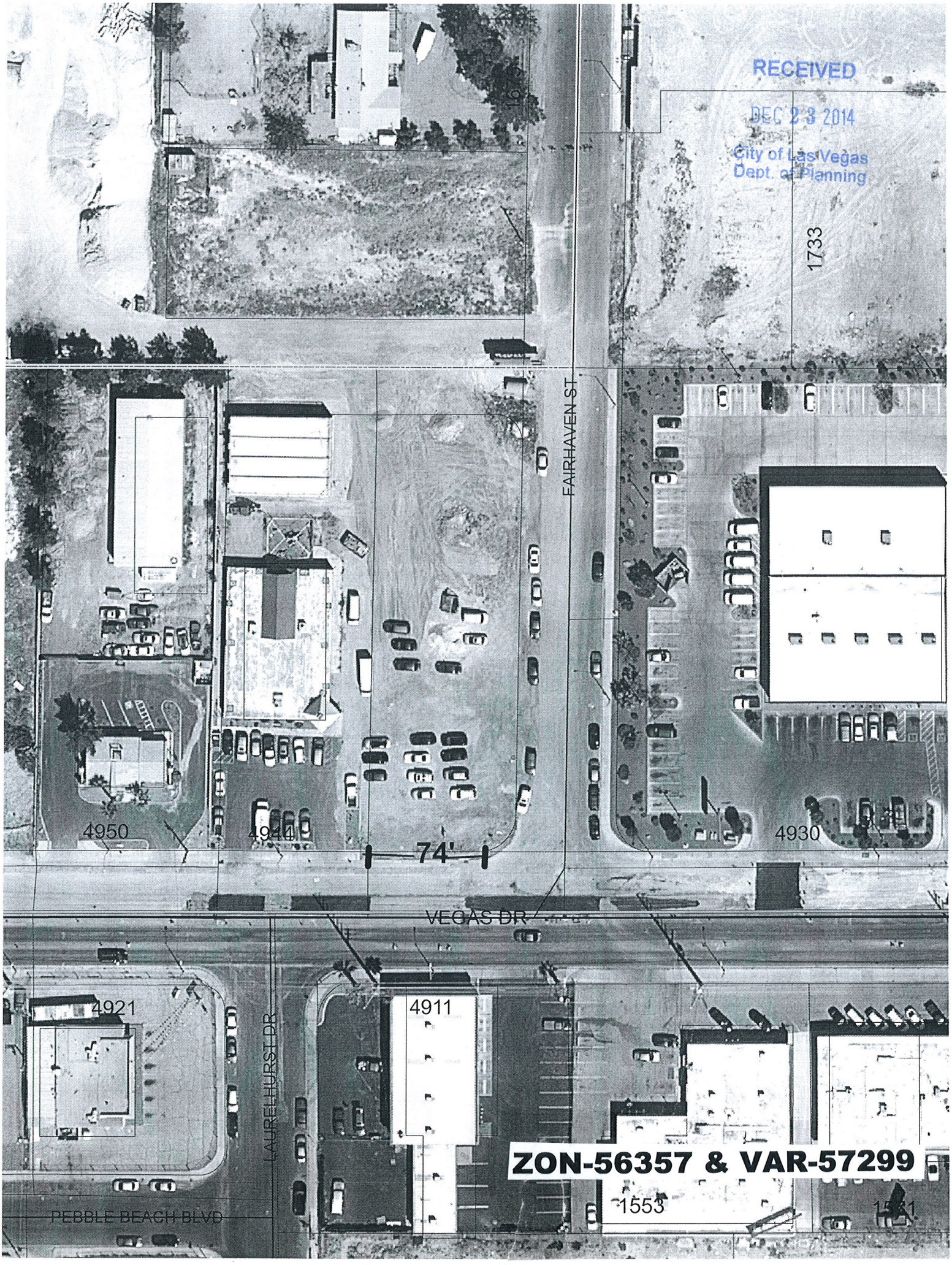
1000ft Buffer

City Limits

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, December 01, 2014


RECEIVED
DEC 23 2014
City of Las Vegas
Dept. of Planning
1733
FAIRHAVEN ST
4950
4944
74'
4930
VEGAS DR
4921
4911
LAURELHURST DR
PEBBLE BEACH BLVD
1553
ZON-56357 & VAR-57299

ZON-56357 - REZONING RELATED TO VAR-57299 - APPLICANT/OWNER: NIRVAANA, LLC
4940 VEGAS DRIVE

12/04/14

Mark Rex

From: jesseats <jesseats@yahoo.com>
Sent: Tuesday, December 23, 2014 8:40 AM
To: Mark Rex
Subject: RE: Rezoning request (ZON-56357) for APN 138-24-803-023

RECEIVED
DEC 23 2014
City of Las Vegas
Dept. of Planning

TO WHOM IT MAY CONCERN

RE: APN 138-24-803-023

Please consider my request for lot width variance & rezoning to C-1 Limited Commercial for APN 13824-803-023.

Thanks,

Sincerely,

Jesse Singh
Nirvaana, LLC
1736 E. Charleston #314
Las Vegas, NV 89104
Ph. 714-204-9860

Sent from Samsung Mobile

ZON-56357 & VAR-57299 - REVISED

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning 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.

ZON-56357 & VAR-57299

Planning Commission Meeting of 1/13/2015

RECEIVED
JAN 8 2015
City of Las Vegas
Dept. of Planning

Case: ZON-56357

13825511038
MIRELES GUADALUPE
RAMIREZ GUADALUPE
5101 FORREST HILLS LN
LAS VEGAS NV 89108-1410

89 JRDFNHF 89108

Submitted after final agenda

Date 1-13-2015 Item 35-36A

01 03 15 10:17a Ramires 6479299 p.1

City of Las Vegas Agenda Item No.: **96.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAR-57299 - VARIANCE RELATED TO ZON-56357 - PUBLIC HEARING - APPLICANT/OWNER: NIRVAANA, LLC - For possible action on a request for a Variance TO ALLOW A LOT WIDTH OF 74 FEET WHERE 100 FEET IS REQUIRED on 0.54 acres at 4940 Vegas Drive (APN 138-24-803-023), U (Undeveloped) Zone [SC (Service Commercial) General Plan Designation] [PROPOSED: C-1 (Limited Commercial)], Ward 5 (Barlow). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

RECEIVED
OCT 07 2014
Dept of Planning
City of Las Vegas

STATEMENT OF FINANCIAL INTEREST

Case Number: VAR-57299 APN: 138-24-803-023

Name of Property Owner: NIRVAANA LLC

Name of Applicant: JESSE J. SINGH

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: J. Sgh

Print Name: JESSE J. SINGH

Subscribed and sworn before me

This 07 day of OCTOBER, 2014

_____
Notary Public in and for said County and State

DANE S. HALOVICH
Notary Public, State of Nevada
Appointment No. 06-107101-1
My Appt. Expires Mar 1, 2018

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Rezoning

Project Address (Location) 4940 VEGAS DRIVE

Project Name NIRVANA, LLC VACANT LAND **Proposed Use** COMMERCIAL C-1

Assessor's Parcel #(s) 138-24-803-023 **Ward #** 5

General Plan: existing SL proposed N/A **Zoning:** existing U proposed C-1

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres .54 **Lots/Units** _____ **Density** _____

Additional Information _____

RECEIVED
OCT 07 2014
Dept of Planning
City of Las Vegas

PROPERTY OWNER NIRVANA, LLC **Contact** JESSE J. SINGH

Address 1736 E. CHARLESTON # 314 **Phone:** 714-204-9860 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89104

E-mail Address JESSEATS@YAHOO.COM

APPLICANT JESSE J. SINGH **Contact** _____

Address 1736 E. CHARLESTON # 314 **Phone:** 714-204-9860 **Fax:** _____

City LAS VEGAS **State** NV **Zip** 89104

E-mail Address JESSEATS@YAHOO.COM

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* J. S.

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name JESSE J. SINGH

Subscribed and sworn before me

This 07 day of OCTOBER, 2014.

Notary Public in and for said County and State

DANE S. HALOVICH
Notary Public, State of Nevada
Appointment No. 06-107101-1
My Appt. Expires Mar 1, 2018

FOR DEPARTMENT USE ONLY

Case #	VAR-57299
Meeting Date:	1/13/15
Total Fee:	
Date Received:	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

City of Las Vegas Agenda Item No.: **97.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
VAC-56644 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: SCHOOL BOARD OF TRUSTEES - For possible action on a request for a Petition to Vacate the full width of 9th Street, between Clark Avenue and Lewis Avenue, Ward 3 (Coffin). Staff recommends DENIAL. The Planning Commission (7-0 vo0te) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**1**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (7-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Backup Referenced from the January 13, 2015 Planning Commission Meeting

CASE: **VAC-56644**

0 200 400
Feet

N

CASE: **VAC-56644**

0 200 400
Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: FEBRUARY 18, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: SCHOOL BOARD OF TRUSTEES

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAC-56644	Staff recommends DENIAL, subject to conditions:	

** CONDITIONS **

VAC-56644 CONDITIONS

1. The limits of this Petition of Vacation shall be defined as all of 9th Street between Clark Avenue and Lewis Avenue and any unused public easements adjacent to 9th Street between Clark and Lewis Avenue.

2. This Petition of Vacation shall be modified to reserve an easement for the Entertainment Trail within the vacated area. This condition shall not be enforced if a General Plan Amendment is approved, which removes the Entertainment Trail corridor from this portion of 9th Street.

3. Fire Access must be maintained through 9th Street and an associated Emergency Access Easement must be reserved through the Order of Vacation. Provide a plan showing how 9th Street will be closed to the public after the Order of Vacation has recorded. The proposed plan shall be approved by the Fire Department and recorded with the Order of Vacation.

4. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the recordation of the Order of Vacation for this application. Appropriate drainage easements shall be reserved if recommended by the approved Drainage Plan/Study. Alternatively, reserve the entire width of 9th Street as a Public Drainage Easement to be Privately Maintained.

5. All public improvements adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of an Order of Vacation. Existing public streetlights, if any, shall be removed and returned to the City yard. Construction drawings showing how public improvements are to be modified must be approved by the City Engineer prior to the recordation of the Order of Vacation.

6. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, the conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way being vacated must be retained.

7. Reservation of easements for the facilities of the various utility companies together with reasonable ingress thereto and egress there from shall be provided if required.

8. All development shall be in conformance with code requirements and design standards of all City Departments.

9. If the Order of Vacation is not recorded within one (1) year after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting to vacate a City of Las Vegas public right-of-way generally known as 9th Street located between Lewis Avenue and Clark Avenue. The right-of-way area to be vacated is approximately 411 feet long and 51 feet wide; and is bounded on the east and west by the Las Vegas High School. Staff has determined it is in the best interest for the City's revitalization efforts to maintain the current traffic flow on 9th Street without interruption, which is why staff recommends denial of the request to vacate 9th Street between Lewis Avenue and Clark Avenue.

ISSUES

- The applicant has requested the Vacation of the 9th Street Alignment to facilitate future development on the existing Las Vegas High School campus.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/19/03	The City Council approved a petition to vacate (VAC-0063-02) to Vacate approximately 13 feet on the west side of 9th Street right-of way alignment located between Lewis Avenue and Clark Avenue.
01/13/15	The Planning Commission unanimously voted to recommend APPROVAL of a request for a Vacation (VAC-56644) to vacate a City of Las Vegas public right-of-way generally known as 9th Street located between Lewis Avenue and Clark Avenue.

Most Recent Change of Ownership	
N/A	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no related Building Permits or Business Licenses associated with this project.

Pre-Application Meeting	
N/A	No Pre-Application Meeting was held for this item.

Neighborhood Meeting
A neighborhood meeting is not required for this type of request, nor was one held.

Field Check	
10/30/14	During a routine site visit staff noted that subject section of right-of-way was well maintained. There were also roadway construction signs in place preventing traffic from passing through.

Details of Application Request	
Site Area	
Net Acres	0.48

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	R.O.W (Right-of-Way)	R.O.W (Right-of-Way)	R.O.W (Right-of-Way)
North	R.O.W (Right-of-Way)	R.O.W (Right-of-Way)	R.O.W (Right-of-Way)
South	R.O.W (Right-of-Way)	R.O.W (Right-of-Way)	R.O.W (Right-of-Way)
East	Public School	PF (Public Facilities)	C-V (Civic)
West	Public School	PF (Public Facilities)	C-V (Civic)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
H (Historic Designation) (Old Las Vegas High School)	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

**The existing Las Vegas Entertainment Trail alignment is located on the 9th Street right-of-way alignment beginning at Clark Avenue and extending north to Fremont Street.*

LEGAL DESCRIPTION

All of 9th Street (80 feet wide) as bounded on the south by the prolongation of the north right-of-way of Clark Avenue (80' wide) as shown in book 1 page 13 of plats, on file at the Clark County, Nevada Recorder's Office and as bounded on the north by the prolongation of the south right-of-way of Lewis Avenue (80' wide) as shown in book 1 page 35 of plats, on file at the Clark County, Nevada Recorder's Office.

Together with that spandrel area lying north of the south right-of-way of said Lewis Avenue, concave to the northeast, having a radius of 52.00 feet, bounded on the south by and being tangent to the prolongation of the south right-of-way of said Lewis Avenue and bounded by on the west by and being tangent to the west right-of-way of said 9th Street.

Excepting therefrom that portion of 9th Street as vacated per "order" recorded August 31, 1949 in misc. book 29, page 31 as document number 320856 of official records, on file at the Clark County, Nevada Recorder's Office. Further excepting therefrom those portions of 9th Street as vacated by document titled "order of vacation", recorded January 22,2004 in book 20040122 as instrument number 01625 of official records, on file at the Clark County, Nevada Recorder's Office.

ANALYSIS

This Vacation application proposes to vacate existing Patent Easements and Public Right-of-Ways. Public Works offers the following comments:

A. Does this vacation request result in uniform or non-uniform right-of-way widths? *N/A as it is to eliminate 9th Street between Clark Avenue and Lewis Avenue.*

B. From a traffic handling viewpoint will this vacation request result in a reduced traffic handling capability? *Yes as 9th Street is used for vehicular traffic and includes the Entertainment Trail.*

C. Does it appear that the vacation request involves only excess right-of-way? *No, it is to eliminate right-of-way in between buildings at the Las Vegas Academy of the Arts so that the school may use the vacated area for safe school passage and other activities.*

D. Does this vacation request coincide with development plans of the adjacent parcels? *Yes as the Las Vegas Academy of the Arts intends to use it for school functions.*

E. Does this vacation request eliminate public street access to any abutting parcel? *No, the adjacent properties are all owned by the Clark County school District.*

F. Does this vacation request result in a conflict with any existing City requirements? *Yes, maintaining a through street.*

G. Does the Department of Public Works have an objection to this vacation request? *Yes.*

The Department of Public Works is opposed to the Vacation application request generally known as 9th Street located between Lewis Avenue and Clark Avenue.

FINDINGS (VAC-56644)

The Department of Public Works and Department of Planning are opposed to this Petition of Vacation as the elimination of a portion of a major north/south street will impede traffic flow. Additionally, the Clark County School District, to date, has not obtained signed, notarized letters from the adjacent land owners who are directly affected stating their non-objection to the proposed vacation. Therefore, Staff recommends denial with conditions.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 41

NOTICES MAILED 1 (By City Clerk)

APPROVALS 1

PROTESTS 0

DEPARTMENT OF PLANNING

RECEIVED
OCT 23 2014
Dept of Planning
City of Las Vegas

STATEMENT OF FINANCIAL INTEREST

Case Number: **VAC-56644** APN: 139-4-710-039 & 139-34-712-018

Name of Property Owner: Board of School Trustees

Name of Applicant: Linda K. Perri

Name of Representative: Linda K. Perri

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: LINDA K. PERRI

Subscribed and sworn before me

This 23rd day of Oct, 2014

_____

Notary Public in and for said County and State

SALLY M. BARTO
COUNTY OF CLARK
Notary Public - State of Nevada
My appt. Expires Dec. 14, 2016
No: 01-888-1

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

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OCT 23 2014
Dept of Planning
City of Las Vegas

Application/Petition For: Vacation of the 400 S Block of 9th Street

Project Address (Location) 315 S 7th Street, Las Vegas, NV 89101

Project Name th Street Vacation **Proposed Use** C-V

Assessor's Parcel #(s) portion of 139-34-799-010 & -012 **Ward #** 3

General Plan: existing C-V proposed C-V **Zoning:** existing C-V proposed C-V

Commercial Square Footage n/a **Floor Area Ratio** n/a

Gross Acres 0.48 **Lots/Units** n/a **Density** n/a

Additional Information

PROPERTY OWNER School Bord of Trustees **Contact** Linda K. Perri

Address 4190 McLeod Dr. **Phone:** (702) 799-5214 **Fax:** (702) 799-5436

City Las Vegas **State** NV **Zip** 89117

E-mail Address lkperri@interact.ccsd.net

APPLICANT CCSD Real Property Management **Contact** Linda K. Perri

Address 4190 McLeod Drive **Phone:** (702) 799-5214 **Fax:** (702) 799-5436

City Las Vegas **State** NV **Zip** 89117

E-mail Address lkperri@interact.ccsd.net

REPRESENTATIVE CCSD Real Property Management **Contact** Linda K. Perri

Address 4190 McLeod Drive **Phone:** **Fax:**

City Las Vegas **State** NV **Zip** 89117

E-mail Address lkperri@interact.ccsd.net

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* L. K. P.

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name LINDA K. PERRI

Subscribed and sworn before me

This 23rd day of Oct, 20 14.

Notary Public in and for said County and State

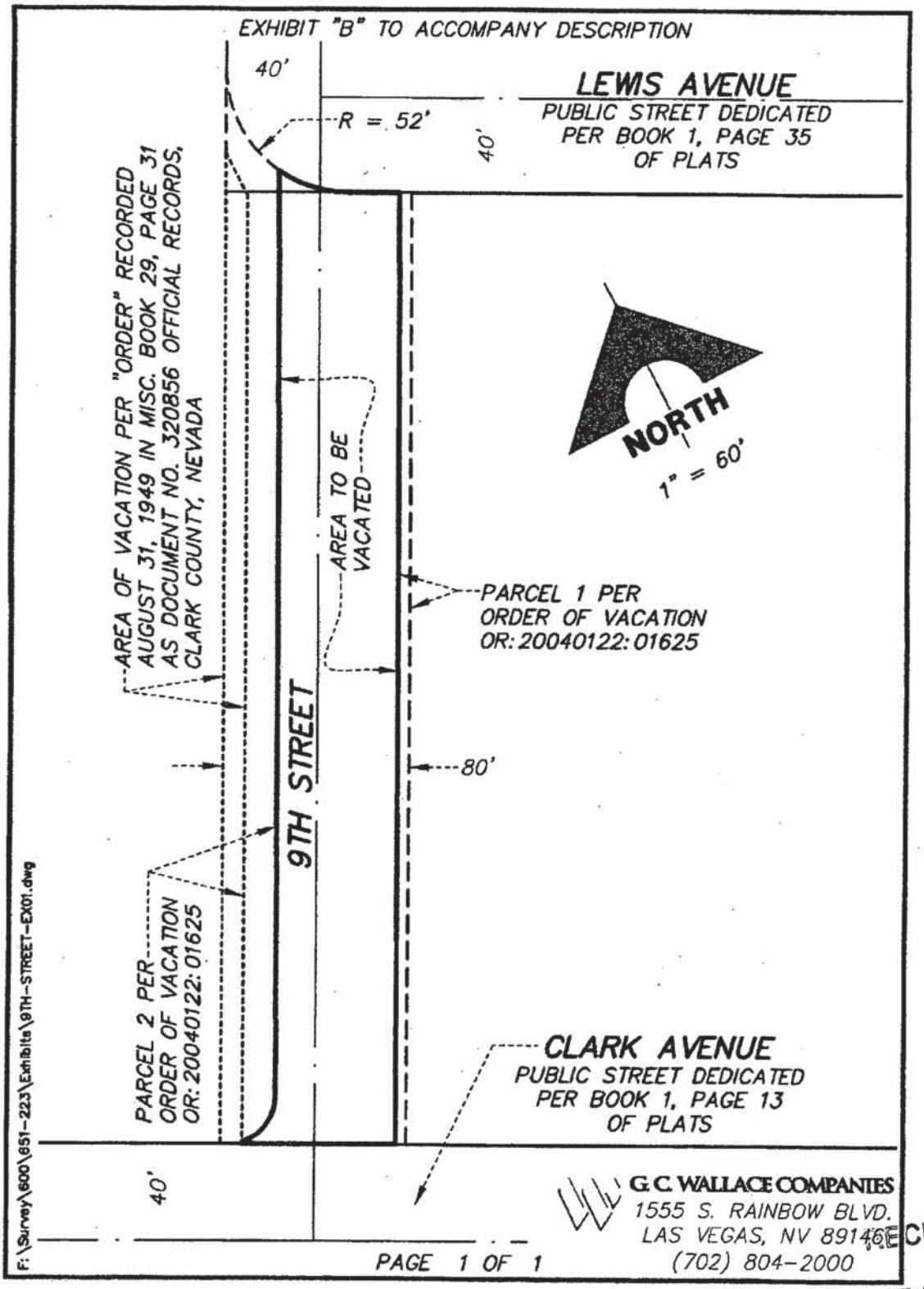
SALLY M. BARTO
COUNTY OF CLARK
Notary Public - State of Nevada
My appt. Expires Dec. 14, 2016
No: 01-888-1

FOR DEPARTMENT USE ONLY

Case #	VAC-56644
Meeting Date:	12/09/14
Total Fee:	1030.00
Date Received:*	10/23/14
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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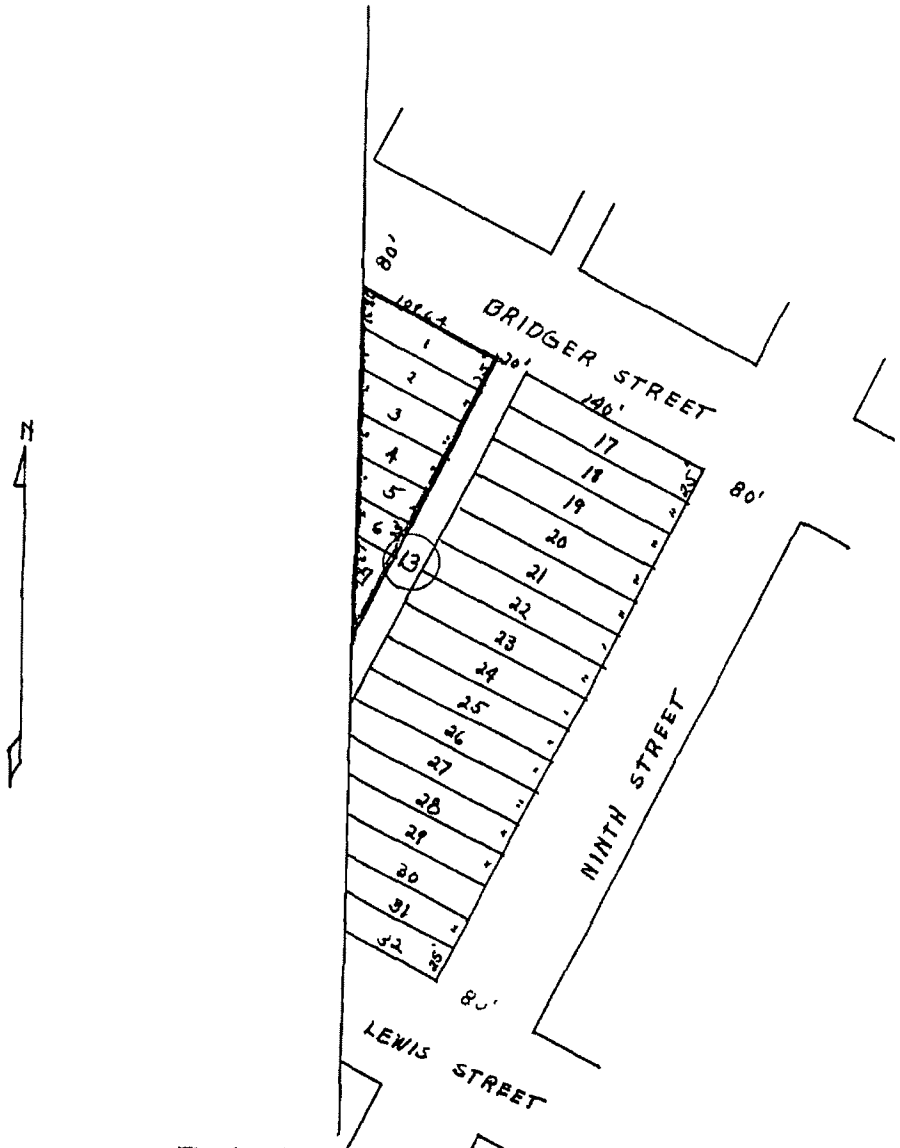
OCT 23 2014

City of Las Vegas
Dept. of Planning

VAC-56644

PLAT

Showing the tract of land described in
Guarantee of Title No LV-1106



This plat is furnished for information only. It is compiled from data which we believe to be accurate, but no liability is assumed by this company as to the correctness of such data

PIONEER TITLE INSURANCE AND TRUST COMPANY

[redacted]

VAC-56644 - VACATION - APPLICANT/OWNER: SCHOOL BOARD OF TRUSTEES
9TH STREET, BETWEEN CLARK AVENUE AND LEWIS AVENUE

10/30/14

VAC-56644 - VACATION - APPLICANT/OWNER: SCHOOL BOARD OF TRUSTEES
9TH STREET, BETWEEN CLARK AVENUE AND LEWIS AVENUE

10/30/14

BUSINESS & FINANCE DIVISION, *REAL PROPERTY MANAGEMENT*

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CCSD
CLARK COUNTY
SCHOOL DISTRICT

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Stavan Corbett, Member
Carolyn Edwards, Member
Chris Garvey, Member
Deanna L. Wright, Member

Pat Skorkowsky, Superintendent

October 22, 2014

City of Las Vegas
Planning Department
Development Services Center, 3rd Floor
333 N. Rancho Boulevard
Las Vegas, Nevada 89106

RE: Las Vegas Academy of International Studies, Performing and Visual Arts
Request for Vacation of S. 9th Street - Justification Letter
APN: 139-34-710-039 and 139-34-712-018

Please consider this letter a request by the Clark County School District (District) for approval of a Vacation of 9th Street located between Lewis Avenue (Lewis) and East Clark Avenue (Clark) in Las Vegas, Nevada. The subject vacation is approximately 411 feet long and 51 feet wide. The proposed Vacation is bordered on the on the west by 315 S. 7th Street, known as APN 139-34-710-039, and on the east by 410 S. 9th Street, known as APN 139-34-712-018. These parcels are currently zoned Civic District (C-V) and comprise a portion of the Las Vegas Academy of International Studies, Performing and Visual Arts (Academy) campus.

The parcel located at 315 S. 7th Street, APN 139-34-710-039, on the west side of 9th Street, houses the old Las Vegas High School (School). The School had been built in 1930, and was conveyed to the District from the Las Vegas Land and Water Company through a Grant Bargain Sale Deed on July 12, 1935. This building is listed on the Local and National Registers of Historic Places and is Las Vegas' only example of the Art Deco style. The parcel located at 310 S. 9th Street, APN 139-34-712-018, on the east side of 9th Street, was conveyed to the District from Betty McCarthy through a Grant Bargain Sale Deed on September 26, 1940.

The old Las Vegas High School building that was constructed in 1930 consisted of approximately 216,982 +/- sf. In 1949, a vacation was recorded on the west side of 9th Street for approximately 10' between Lewis and Clark.

For the purpose of constructing additions to the Academy in August 2002, the District submitted an application to the City of Las Vegas (City) requesting a vacation of the entire public right of way (ROW) of 9th Street between Lewis and Clark. The improvements at the Academy included a theater, band building and dance classrooms. The application was held in abeyance by the City Council during the early part of 2003.

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City of Las Vegas

VAC-56644

On April 22, 2003, the City Council approved the petition to vacate a portion of 9th Street between Lewis and Clark. The partial vacation of 9th Street was recorded as Document 20040122:1625 in January 2004 which vacated approximately 13 feet on the west side of 9th Street and 7 feet on the east side of 9th Street.

The above vacations resulted in a change in the alignment of 9th Street, between Lewis and Clark. The existing right of way (ROW) north of Lewis and south of Clark is 80 feet. The 9th Street ROW between Lewis and Clark is now approximately 50 feet to 51 feet due to the vacations that were recorded in 1949 and in 2004.

The City has adopted several plans over the years as a guide to revitalize the city's core and stabilize the older neighborhoods surrounding the Downtown. On September 6, 2000, the City Council adopted the Las Vegas Master Plan 2020, to drive the preparation and contents of a series of elements, special area plans and long-term land use designations. The special area plans were created to address areas with unique local land use, development and design issues.

Additionally, The Las Vegas Downtown Centennial Plan (Plan) was adopted on July 5, 2000, which provided a vision to guide the redevelopment of the original core of downtown Las Vegas. A revised, updated version of this Plan was adopted on January 3, 2007, which identified the Downtown Urban Pathways System. This included the portion of 9th street between Lewis and Clark that is the area requested as part of this vacation application. This trail is known as the Entertainment Trail. The Entertainment Trail is described as providing, "an important linkage between downtown districts on both side of Las Vegas Boulevard".

Lastly, on February 20, 2013, the City of Las Vegas Trails Element (Element) was approved by the City Council. This Element was initiated by the City of Las Vegas to establish a multi-modal transportation system for pedestrians, bicyclists and persons with other modes of non-motorized vehicular travel.

Due to the revitalization and redevelopment of downtown Las Vegas in recent years, and the focus on urban pathways and an increased transportation system for pedestrians and other non-motorized vehicular travel, the vacation of 9th street between Lewis and Clark will contribute to the vision that the City has defined for this area. The result will not only promote the increased safety for students and pedestrians accessing the Academy, but it further promotes the linkage between districts and the unique characteristics and cultural amenities of this area. Because the starting and ending point of the City of Las Vegas Self-Guided Walking Tour is the Academy, the vacation of 9th Street between Lewis and Clark will enhance the linkage to the neighborhood and the Las Vegas High School Historic District. It will also provide the oldest residential neighborhood within the city of Las Vegas with an opportunity to preserve and retain its architectural and historic integrity.

Thank you for your consideration of this request. Please do not hesitate to contact me with any questions at 702-799-5214, ext. 5417.

Sincerely,

Tracy Murphy, Coordinator IV
Real Property Management

c: Linda Perri, Director

VAC-56644

BUSINESS & FINANCE DIVISION, *REAL PROPERTY MANAGEMENT*

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CLARK COUNTY
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Patrice Tew, Clerk
Stavan Corbett, Member
Carolyn Edwards, Member
Chris Garvey, Member
Deanna L. Wright, Member

Pat Skorkowsky, Superintendent

October 23, 2014

City of Las Vegas
Elizabeth N. Fretwell, City Manager
City Hall Manager's Office
400 Stewart Avenue, Eighth Floor
Las Vegas, NV 89101

RE: Clark County School District 9th Street Vacation Application
PREAPP2014-000940

Dear Ms. Fretwell:

The Clark County School District respectfully requests that the City of Las Vegas waive the associated fees for the above referenced application in relation to the District's application for the Vacation of 9th Street at the Las Vegas Academy of International Studies, Performing and Visual Arts. The District is seeking to waive fees totaling $1,030.00 which include the following: a $500.00 fee plus $500.00 for notification and advertising costs plus $30 for recording of Notice of Zoning Action. The justification for this request coincides with the Las Vegas Zoning Code, Waiver of Fees, Chapter 19.00.120 D. 1.

The District is hopeful that these fees can be waived and the processing of these applications facilitated in order to be considered at the December 9, 2014, Planning Commission meeting as well as the City Council's January 21, 2015, meeting.

Thank you for your consideration and prompt attention to this matter. Please do not hesitate to contact me if you have any questions at 799-5214 x5408.

Kind Regards,

Linda K. Perri, Director
CCSD Real Property Management

Cc: file

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OCT 23 2014
Dept of Planning
City of Las Vegas

VAC-56644

TX Result Report

P 1
10/23/2014 10:30
Serial No. A0P2011011474
TC: 304297

Addressee	Start Time	Time	Prints	Result	Note
7023881807	10-23 10:30	00:00:53	001/001	OK	

Note TMR: Timer TX, POL: Polling, ORG: Original Size Setting, FME: Frame Erase TX, MIX: Mixed Original TX, CALL: Manual TX, CSRC: CSRC, FWD: Forward, PC: PC-Fax, BND: Double-Sided Binding Direction, SP: Special Original, FCODE: F-Code, ATX: Re-TX, RLY: Relay, MBX: Confidential, BUL: Bulletin, SIP: SIP Fax, IPADR: IP Address Fax, I-FAX: Internet Fax

Result OK: Communication OK, S-OK: Stop Communication, PW-OFF: Power Switch OFF, TEL: RX from TEL, NG: Other Error, Cont: Continue, No Ans: No Answer, Refuse: Receipt Refused, Busy: Busy, M-Full:Memory Full, LOVR:Receiving length Over, POVR:Receiving page Over, FIL:File Error, DC:Decode Error, MDN:MDN Response Error, DSN:DSN Response Error.

BUSINESS & FINANCE DIVISION, *REAL PROPERTY MANAGEMENT*
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Pat Skorkowsky, Superintendent

October 23, 2014

City of Las Vegas
Elizabeth N. Fretwell, City Manager
City Hall Manager's Office
400 Stewart Avenue, Eighth Floor
Las Vegas, NV 89101

RE: Clark County School District 9th Street Vacation Application
PREAPP2014-000940

Dear Ms. Fretwell:

The Clark County School District respectfully requests that the City of Las Vegas waive the associated fees for the above referenced application in relation to the District's application for the Vacation of 9th Street at the Las Vegas Academy of International Studies, Performing and Visual Arts. The District is seeking to waive fees totaling $1,030.00 which include the following: a $500.00 fee plus $500.00 for notification and advertising costs plus $30 for recording of Notice of Zoning Action. The justification for this request coincides with the Las Vegas Zoning Code, Waiver of Fees, Chapter 19.00.120 D. 1.

The District is hopeful that these fees can be waived and the processing of these applications facilitated in order to be considered at the December 9, 2014, Planning Commission meeting as well as the City Council's January 21, 2015, meeting.

Thank you for your consideration and prompt attention to this matter. Please do not hesitate to contact me if you have any questions at 799-5214 x5408.

Kind Regards,

Linda K. Perri, Director
CCSD Real Property Management

Cc: file

FEE SCHEDULE 19.00.120

A. Adopted

The Director is authorized to charge fees related to the processing of applications, appeals and other requests in accordance with the Fee Schedule. The fee schedule, which is adopted by resolution of the City Council and is incorporated by this reference, shall be maintained on file in the office of the City Clerk. The fee schedule may be revised or amended from time to time by resolution of the City Council.

B. When payable

Fees for filing applications, appeals and other requests under this Title are set forth in the Fee Schedule and are due at the time the application or request is filed.

C. Additional Fees

With respect to any application, appeal or other request under this Title that requires notification of a public hearing, the applicant shall also pay the notification and advertising costs identified in the Fee Schedule. Payment of those costs shall be made upon filing of the application.

D. Waiver of Fees

The City Manager may waive any fee referred to in the Fee Schedule on behalf of:

1. Any member of the Southern Nevada Regional Planning Coalition; or

2. Any entity with whom the Coalition is required to integrate long-term planning programs pursuant to NRS 278.02584.

From: Betsy Fretwell <efretwell@LasVegasNevada.GOV> 6/15/2010 2:02:44 PM

Subject: Response: Waiver Letter for Application Fees

To: **Patricia A. O'Gara**

Cc: Tracy G. Murphy James Nichols <jnichols@LasVegasNevada.GOV>
Margo Wheeler <mwheeler@LasVegasNevada.GOV>
Doug Rankin <drankin@LasVegasNevada.GOV>

Attachments: Attach0.html 8K

NW Business

Patricia,

Betsy has approved the waiver of fees associated with the northwest transportation yard as outlined in the letter you referenced below. Please contact our office if you have any questions. Thank you.

From: Patricia A. O'Gara [mailto:PAOGara@interact.ccsd.net]
Sent: Tuesday, June 15, 2010 11:59 AM
To: Betsy Fretwell
Cc: Tracy G. Murphy
Subject: Waiver Letter for Application Fees

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OCT 23 2014
Dept of Planning
City of Las Vegas

Ms. Fretwell,

Attached please find our letter requesting a waiver of fees.

A copy is also being faxed to your attention.

Thank you,

Patricia O'Gara
Secretary III
Real Property Management
799-5214 X5412
799-5436(Fax)
paogara@interact.ccsd.net

FINANCE & OPERATIONS, *REAL PROPERTY MANAGEMENT*

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CCSD

CLARK COUNTY SCHOOL DISTRICT

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Dr. Linda E. Young, Clerk
Chris Garvey, Member
Larry P. Mason, Member
Sheila Moulton, Member
Deanna L. Wright, Member

Dr. Walt Rulffes, Superintendent

NW
Busyard

June 14, 2010

City of Las Vegas
Elizabeth N. Fretwell, City Manager
City Hall Manager's Office
400 Stewart Avenue, Eighth Floor
Las Vegas, NV 89101

RE: Clark County School District Northwest Transportation Yard Application
GPA-38556, SDR-38557, VAR-38553

Dear Ms. Fretwell:

The Clark County School District respectfully requests that the City of Las Vegas waive the associated fees for the above referenced applications in relation to the District's application for the northwest transportation yard project. The District is seeking to waive fees totaling $3,410.00 which include the following: a GPA $1,550.00, an SDR $1,030.00, and a VAR $830.00. The justification for this request coincides with the Las Vegas Zoning Code, Waiver of Fees. Chapter 19.18.010 C. 4(a) and 4(b).

The District is hopeful that these fees can be waived and the processing of these applications facilitated in order to be considered at the July 29, 2010 Planning Commission meeting as well as the City Council's September 1, 2010 meeting.

Thank you for your consideration and prompt attention to this matter. Please do not hesitate to contact me should you have any questions. I can be reached at 799-5214 x5408.

Kind Regards,

Linda Perri

Linda K. Perri, Director
CCSD Real Property Management

Cc: file

RECEIVED
OCT 23 2019
Dept of Planning
City of Las Vegas

VAC-56644

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

310 9th Street, LLC
901 Bridger, LLC
319 9th Street, LLC

RECEIVED

JAN 6 2015

City of Las Vegas
Dept. of Planning

January 5, 2015

City of Las Vegas
495 South Main Street
Las Vegas, NV 89101

RE: VAC-56644

To Whom It May Concern:

Please accept this letter as formal support of the above entitled Vacation on behalf of the above property owners, which own 2.20 acres or 75% of the land on 9th Street between Lewis and Bridger (APN #'s 139-34-701-010, 139-34-712-122 & 123, 139-34-712-010).

We support VAC-56644 submitted by the School Board of Trustees to vacate the full width of 9th Street between Clark & Lewis as this will enhance the High School campus safety and allow for the removal of the 9th Street Trail, which is an antiquated system of trails in Downtown.

Sincerely,

Todd Kessler

PO Box 1570 Las Vegas, Nevada 89125

17A

City of Las Vegas Agenda Item No.: **98.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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

City of Las Vegas Agenda Item No.: **99.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

SUBJECT:
CITIZENS PARTICIPATION: PUBLIC COMMENT DURING THIS PORTION OF THE AGENDA MUST BE LIMITED TO MATTERS WITHIN THE JURISDICTION OF THE CITY COUNCIL. NO SUBJECT MAY BE ACTED UPON BY THE CITY COUNCIL UNLESS THAT SUBJECT IS ON THE AGENDA AND IS SCHEDULED FOR ACTION. IF YOU WISH TO BE HEARD, COME TO THE PODIUM AND GIVE YOUR NAME FOR THE RECORD. THE AMOUNT OF DISCUSSION ON ANY SINGLE SUBJECT, AS WELL AS THE AMOUNT OF TIME ANY SINGLE SPEAKER IS ALLOWED, MAY BE LIMITED

City of Las Vegas Agenda Item No.: **100.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 18, 2015

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