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.

April 1, 2015
9:00 AM
There may be a lunch break at the noon hour for this meeting.

ITEMS LISTED ON THE AGENDA MAY BE TAKEN OUT OF THE ORDER PRESENTED; TWO OR MORE AGENDA ITEMS FOR CONSIDERATION MAY BE COMBINED; AND ANY ITEM ON THE AGENDA MAY BE REMOVED OR RELATED DISCUSSION MAY BE DELAYED AT ANY TIME. BACKUP MATERIAL FOR THIS AGENDA MAY BE OBTAINED FROM 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 - STEVE SANSON, VETERANS IN POLITICS INTERNATIONAL
4. PLEDGE OF ALLEGIANCE
5. RECOGNITION OF CHEF RICK MOONEN
6. RECOGNITION OF THE CITIZEN OF THE MONTH
7. RECOGNITION OF THE ACTION TEAM WINNERS

8. RECOGNITION OF THE DESERT MERMAIDS

9. RECOGNITION OF WORLD AUTISM AWARENESS DAY

10. RECOGNITION OF THE SAFE POOLS RULE CAMPAIGN

BUSINESS ITEMS

PUBLIC COMMENT

11. 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

12. 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

13. For possible action to approve the Final Minutes by reference of the February 18, 2015 Regular City Council Meeting

CONSENT AGENDA

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

ADMINISTRATIVE SERVICES - CONSENT

14. For possible action to approve an annual Special Event Permit for Providence Master Homeowners Association from April 1, 2015 to March 31, 2016 at Providence Promenade, 7195 Egan Crest Drive, and Knickerbocker Park, 10649 West Dorrell Lane; Responsible Person in Charge: Jenna Bell - Ward 6 (Ross)

BUILDING AND SAFETY - CONSENT

15. For possible action to rescind the November 5, 2014 Council action approving a sewer connection agreement and interlocal contract with Clark County Water Reclamation District for sewer services with THM Enterprises, Inc., owners (Lone Mountain Road and Fort Apache Road, APN's 125-32-401-001 and -003) - near Ward 4 (Anthony)

16. For possible action to approve a sewer connection agreement and interlocal contract with Clark County Water Reclamation District for sewer services with THM Enterprises, Inc., owners (Lone Mountain Road and Fort Apache Road, APN's 125-32-401-001 and -003) - near Ward 4 (Anthony)

CITY ATTORNEY - CONSENT

17. For possible action to approve a business impact statement regarding an ordinance to add new business licensing and zoning regulations regarding nightclubs and cinemas (This item is related to Bill No. 2015-20, which is located later on this agenda under New Bills)

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

18. For possible action to authorize staff to negotiate and purchase real property using the Business Park Development Fund to promote economic development and job creation throughout the City (Not-to-Exceed $4,000,000) - All Wards

FINANCE - PURCHASING & CONTRACTS CONSENT

19. For possible action to approve award of Contract No. 150151-DC, Prime Design Services Contract for Las Vegas Boulevard Improvements from Stewart Avenue to Sahara Avenue, Part II - Department of Public Works - Award recommended to: CA GROUP, INC. ($1,842,441 - Public Works Capital Projects Fund) - Wards 3 and 5 (Coffin and Barlow)

20. For possible action to approve award of Contract No. 150098-TB, Prime Design Services Contract for Water Pollution Control Facility Stress Testing and Effluent Dechlorination Improvements located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: HDR ENGINEERING, INC. ($1,326,900 - Sanitation Enterprise Fund) - County

21. For possible action to approve award of Modification No. 1 to Contract No. 11.1730.02-TF (REVISED), Flood Control Facilities Repair/Reconstruction/Maintenance - Department of Public Works - Award recommended to: RP WENDELL & SONS CO. ($2,400,000 - Road and Flood Capital Projects Fund) - All Wards

22. For possible action to approve Use Agreement No. 150140-RH, authorizing use of Maricopa County, Arizona's RFP No. 13120, Oracle Products, Services and Solutions, including indemnification provision - Department of Information Technologies - Award recommended to: DLT SOLUTIONS, LLC (Not-to-Exceed $500,000 - Various Funds)

23. For possible action to approve award of Contract No. 140099-RH, The Redesign of the City of Las Vegas' Public Facing Website - Department of Information Technologies - Award recommended to: 3Di, INC ($433,568 - Computer Services Internal Service Fund)

24. For possible action to approve award of Contract No. 150147-CB, Background Screening Services, including indemnification provision - Department of Human Resources - Award recommended to: BACKGROUND PROFILES, INC. (Not-to-Exceed $25,000 - Employee Benefits Internal Service Fund)

PUBLIC WORKS - CONSENT

25. For possible action to rescind the February 18, 2015 Council action approving 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 - Ward 5 (Barlow)

26. For possible action to approve Rule 9 Line Extension Agreement No 25914 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 ($6,809 - Special Revenue Fund - Special Programs - LVCIC Westside School Construction) - Ward 5 (Barlow)

27. For possible action to approve Supplemental Interlocal Contract No. 4 - 672d between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to revise the scope of the project and extend the project completion date to June 30, 2016 for the City of Las Vegas Bus Turnouts Project - Fiscal Year 2011 - Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow)

28. For possible action to approve Supplemental Interlocal Contract No. 1 - 698a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding in the amount of $3,624,000 and change the scope of the project to include construction of Shaumber Road, Centennial Parkway to Ann Road ($3,624,000 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Ross)

29. For possible action to approve the Longitudinal Pipeline Agreement (pipeline encroachment) between the City of Las Vegas and Union Pacific Railroad Company (UPRR) to construct and maintain two storm water pipelines within the railroad tracks crossing at Wyoming Avenue - ($26,620 - Road and Flood Capital Project Fund [CPF]) - Ward 3 (Coffin)

RESOLUTIONS - CONSENT

30. R-14-2015 - 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 Wolfson Medical Center Downtown, LLC, (Owner/QSP Participant) located at 921 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-7-2015)]

31. R-15-2015 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and Presario Properties, LLC, (Owner) and General Service Merchandise Corporation, dba Ogden Mart (Tenant and CVIP Participant) located at 203 North 9th Street (APN 139-34-612-047), to be in compliance with and in furtherance of the goals and objectives of the RDA - (Not-to-Exceed $25,000 - RDA Special Revenue Fund) - Redevelopment Area Ward 5 (Barlow) [NOTE: This item is related to Redevelopment Agency Item 5 (RA-8-2015)]

32. R-16-2015 - For possible action to approve a Resolution authorizing the City Manager, or the City Manager's designee, to expend City funds for the purpose of making donations or grants that shall not exceed $5,000 from any one Council office, to one or more nonprofit organizations that qualify under NRS 268.028 and enjoy tax-exempt status under Section 501(c)(3) of the Internal Revenue Code - ($35,000 - General Fund) - All Wards

DISCUSSION/ACTION ITEMS

HEARINGS - DISCUSSION

33. Public hearing on local improvement district for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance - FY2016) - Ward 1 (Tarkanian)

34. Public hearing on local improvement district for Special Improvement District No. 1516 - Fremont Street Maintenance District FY2016 (Las Vegas Boulevard to 8th Street) - Ward 3 (Coffin)

ADMINISTRATIVE - DISCUSSION

35. ABEYANCE ITEM - Report from the ETC Institute regarding the 2014 Community Survey findings - All Wards

36. Report from Steve Wyszomirski, Project Manager with C-A Group, regarding the proposed design concept for Las Vegas Boulevard from Stewart Avenue to Sahara Boulevard - Wards 3 and 5 (Coffin and Barlow)

37. Report for possible action regarding a financial overview of the Redevelopment Recovery Plan - Wards 1, 3, 5 (Tarkanian, Coffin, Barlow) [NOTE: This item will be trailed to be heard in conjunction with Item 38 and will not be heard before 1:00 P.M.]

FINANCE - DISCUSSION

38. Discussion for possible action regarding the Fiscal Year 2016 Tentative Budget for the City of Las Vegas and the City of Las Vegas Redevelopment Agency - All Wards [NOTE: This item will be heard in conjunction with Item 37 and will not be heard before 1:00 P.M.]

RESOLUTIONS - DISCUSSION

39. R-17-2015 - Discussion for possible action to approve a Resolution ratifying the adoption of the Southern Nevada Strong Regional Plan - All Wards

BOARDS & COMMISSIONS - DISCUSSION

40. ABEYANCE ITEM - 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

41. Discussion for possible action regarding the appointment of members to the Neighborhood Partners Fund Board for Fiscal Year 2015-16 - All Wards

42. For Possible Action - PARKS & RECREATION ADVISORY COMMISSION - Laurie Buchman and Charles Foger, Term Expiration 3-24-2015

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

43. Bill No. 2015-14 - For Possible Action - 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

44. Bill No. 2015-15 - For Possible Action - Annexation No. ANX-56622 - Property location: 8580 Bella Loma Court; Petitioned by: Rhonda Martin and Terry Beattie; Acreage: 0.66 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.

45. Bill No. 2015-17 - Annexation No. ANX-57905 - Property location: located at 3316 Valley Lane; Petitioned by: Hafen I, LLC; Acreage: 0.55 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Ricki Y. Barlow

46. Bill No. 2015-18 - Repeals and replaces provisions relating to filming activity within the City. Sponsored by: Mayor Carolyn G. Goodman

47. Bill No. 2015-19 - Creates the City of Las Vegas, Tourism Improvement District (Symphony Park), within the area bounded by parcels on the southwest corner of Bonneville Avenue and Grand Central Parkway as well as the area bounded by Grand Central Parkway on the west and north, the Union Pacific Railroad tracks on the east and Bonneville Avenue on the south. Proposed by: Elizabeth N. Fretwell, City Manager

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.

48. Bill No. 2015-20 - Adds new business licensing and zoning regulations regarding nightclubs and cinemas. Sponsored by: Councilwoman Lois Tarkanian

PLANNING

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

PLANNING - DISCUSSION

49. SUP-55290 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: COMPASSIONATE TEAM OF LAS VEGAS, LLC - OWNER: HIGHLAND BY THE HIGHWAY, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,600 SQUARE-FOOT MEDICAL MARIJUANA CULTIVATION FACILITY at 2601 Highland Drive (APN 162-09-110-017), M (Industrial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-1 vote) recommends DENIAL. Staff recommends APPROVAL.

50. DIR-56380 - ABEYANCE ITEM - COMPLIANCE PERMIT - For possible action on a COMPLIANCE PERMIT for a Medical Marijuana Establishment (Cultivation) Compassionate Team of Las Vegas, LLC dba Compassionate Team of Las Vegas, LLC at 2601 Highland Drive, Ward 1 (Tarkanian)

51. SUP-55313 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: INFINITE WELLNESS INC. - OWNER: N.Y.P. CORPORATION - For possible action on a request for a Special Use Permit FOR A PROPOSED 7,070 SQUARE-FOOT MEDICAL MARIJUANA CULTIVATION FACILITY at 2750 Highland Drive, Suite E (APN 162-09-202-001), M (Industrial) Zone, Ward 1 (Tarkanian). NOTE: A WAIVER TO ALLOW ANOTHER USE WHICH IS NOT A MEDICAL MARIJUANA FACILITY UNDER THE SAME ROOF OF A MEDICAL MARIJUANA FACILITY. The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

52. DIR-56412 - ABEYANCE ITEM - COMPLIANCE PERMIT - For possible action on a COMPLIANCE PERMIT for a Medical Marijuana Establishment (Cultivation) Infinite Wellness, Inc. dba Infinite Wellness, Inc. at 2750 Highland Drive, Suite E, Ward 1 (Tarkanian)

SET DATE

53. 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

54. 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

55. 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: APRIL 1, 2015

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 2015

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 2015

SUBJECT:
INVOCATION - STEVE SANSON, VETERANS IN POLITICS INTERNATIONAL

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 2015

SUBJECT:
PLEDGE OF ALLEGIANCE

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 1, 2015

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF CHEF RICK MOONEN

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 1, 2015

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE CITIZEN OF THE MONTH

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 1, 2015

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE ACTION TEAM WINNERS

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 2015

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE DESERT MERMAIDS

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 2015

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF WORLD AUTISM AWARENESS DAY

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 1, 2015

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE SAFE POOLS RULE CAMPAIGN

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 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.: **12.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 1, 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.: **13.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 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 February 18, 2015 Regular City Council Meeting

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 1, 2015

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

SUBJECT:
For possible action to approve an annual Special Event Permit for Providence Master Homeowners Association from April 1, 2015 to March 31, 2016 at Providence Promenade, 7195 Egan Crest Drive, and Knickerbocker Park, 10649 West Dorrell Lane; Responsible Person in Charge: Jenna Bell - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Providence Master Homeowners Association has requested a special event permit to hold no more than two events with entertainment per month from April 1, 2015 to March 31, 2016 at Providence Promenade, 7195 Egan Crest Drive and Knickerbocker Park, 10649 West Dorrell Lane. Providence Master Homeowners Association has been issued annual special event permits since 2012. Fire and life safety code requirements will be maintained during events. Permit is issued subject to any amendment to Chapter 12.02 of the Municipal Code.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 1, 2015

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

SUBJECT:

For possible action to rescind the November 5, 2014 Council action approving a sewer connection agreement and interlocal contract with Clark County Water Reclamation District for sewer services with THM Enterprises, Inc., owners (Lone Mountain Road and Fort Apache Road, APN's 125-32-401-001 and -003) - near Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:

The previous Council action for this item should be rescinded. Subsequent to Council approval, sewer civil plans were submitted showing 9 residential lots instead of the 7 lots approved. Council action is required to include these additional lots. Because new agreements are being signed reflecting the total of 9 lots, rescission of the original action with a separate item coming forward for approval of the new agreements indicating the corrected number of lots, is in order. An item requesting approval of those new agreements follows on this agenda.

RECOMMENDATION:

Building & Safety in conjunction with Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:

1. Original Signed Documents
2. Location Map

(4)

Inst #: 20150107-0001392
Fees: $20.00
N/C Fee: $0.00
01/07/2015 10:32:10 AM
Receipt #: 2274020
Requestor:
CITY OF LAS VEGAS
Recorded By: CYV Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN# 125-32-401-001 and -003

11 digit number may be obtained at:
http://sandgate.co.clark.nv.us/cicsAssessor/ownr.htm

Petition for Annexation

HANSEN #49770

Type of Document
(Example: Declaration of Homestead, Quit Claim Deed, etc.)

LOCATION: Lone Mountain Road and Fort Apache Road

Recording requested by:

CITY OF LAS VEGAS - BUILDING & SAFETY

Return to:

Name CITY OF LAS VEGAS

Address 333 N RANCHO DRIVE

City/State/Zip LAS VEGAS, NEVADA 89106

This page added to provide additional information required by NRS 111.312 Sections 1-2
(An additional recording fee of $1.00 will apply.)

This cover page must be typed or printed clearly in black ink only.

CS12/03

125-32-405-001, -003
AND 125-32-401-001, -003

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL

The undersigned, being owners of real property situated within the boundaries of the territory hereinafter described, do hereby petition the City Council to annex and include within the corporate limits of the City of Las Vegas, Nevada, pursuant to the provisions of the Nevada Revised Statutes 268.570 through 268.608, inclusive, the territory being more particularly described as follows, to-wit:

4 parcel (approximately 10.4 acre(s)) located at LONE MOUNTAIN/FORT APACHE, a proposed 16 SINGLE FAMILY DWELLINGS - APN# 125-32-405-001, -003 AND 125-32-401-001, -003

Number of Acres to be Annexed: 10.4

General Location of Annexation Area: LONE MOUNTAIN/FORT APACHE

Respectfully submitted,

Signature: President
THM ENTERPRISES, INC.

Name (Print THM ENTERPRISES, INC.
Address: 10655 PARK RUN DRIVE #230, LAS VEGAS, NEVADA 89144

AGREEMENT

We, the Petitioners requesting annexation into the City of Las Vegas, offer this Petition for Annexation as consideration for the furnishing of sewer services by the City of Las Vegas to our property, as described above. We understand that the City will not undertake the actual annexation process until our property meets the requirements outlined in NRS 268.570 through 268.608.

We intend this Petition and Agreement to be for the express benefit of the above-described property. We intend this Petition and Agreement to be binding against ourselves, our heirs and our assigns upon furnishment of said sewer services. We intend that subsequent purchasers of the above-described property be put on notice of this covenant running with the land, and, for that purpose hereby consent that this Petition and Agreement shall be recorded.

President

THM ENTERPRISES, INC.

Thomas McCormick

OWNER'S CORPORATE CERTIFICATE

I, Thomas McCormick certify that I am the President of the Corporation named as Owner in the Foregoing Agreement; that said, the Agreement was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Signature

Thomas McCormick
Printed name

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 1st day of October, 2014, before me personally appeared Thomas McCormick known or proved to me to be the person who executed the above instrument, who acknowledged that he is a (the) President of THM Enterprises the company named as Owner above, and that he executed the foregoing instrument on behalf of said company for the purposes therein stated.

Anna Schlieper
NOTARY PUBLIC
In and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ANNA SCHLIEPER
Appt. No. 12-6479-1
My Appt. Expires Nov. 18, 2015

PLEASE SIGN IN BLACK INK

Inst #: 20141230-0000584
Fees: $20.00
N/C Fee: $0.00
12/30/2014 09:20:32 AM
Receipt #: 2266028
Requestor:
CITY OF LAS VEGAS
Recorded By: SOL Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

(4)

APN# 125-32-401-001 and -003

11 digit number may be obtained at:
http://sandgate.co.clark.nv.us/cicsAssessor/ownr.htm

Sewer Connection Agreement

HANSEN #49770

Type of Document
(Example: Declaration of Homestead, Quit Claim Deed, etc.)

LOCATION: Lone Mountain Road and Fort Apache Road

Recording requested by:

CITY OF LAS VEGAS - BUILDING & SAFETY

Return to:

Name CITY OF LAS VEGAS

Address 333 N RANCHO DRIVE

City/State/Zip LAS VEGAS, NEVADA 89106

This page added to provide additional information required by NRS 111.312 Sections 1-2
(An additional recording fee of $1.00 will apply.)

This cover page must be typed or printed clearly in black ink only.

CS12/03

125-32-401-001, -003 Approved by City Council: 11/5/14

SEWER CONNECTION AGREEMENT

THIS SEWER CONNECTION AGREEMENT (the "Agreement" herein), made and entered into this 20th day of November 2014, by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada (hereinafter referred to as "City"), and THM ENTERPRISES, INC., 10655 PARK RUN DRIVE #230, LAS VEGAS, NEVADA 89144 hereinafter referred to as "Owner").

WITNESSETH

WHEREAS, the City is able to furnish sewer service to the following described real property which is owned by the Owner and is situated outside the corporate boundaries of the City, to-wit:

2 parcel(s), (totaling approximately 4.43 acres), consisting of a **PROPOSED** 7 SINGLE FAMILY DWELLINGS, located at LONE MOUNTAIN/FORT APACHE (125-32-401-001, -003).

WHEREAS, the Owner has applied to the City to connect said described real property to the City's sewage collection system, and the City is willing to do so;

NOW, THEREFORE, for and in consideration of the Owner's agreeing to pay the sum of To be determined at time of connection (the "Connection Fee" herein), the City hereby agrees that the Owner may connect a sewer line from said described real property to an extension of the City's sewage collection system at the point which is the nearest and most practical with respect to said real property. The Connection Fee shall be paid prior to the approval of construction plans by the City of Las Vegas.

It is understood and agreed that the Owner shall cause all necessary connecting lines to the existing sewer to be installed at his sole cost and expense, all in conformity with the laws of the City.

It is further understood and agreed that the Owner shall pay an annual sewer service charge in the amount of the then prevailing annual sewer service charge which applies to property which is situated within the corporate boundaries of the City and devoted to the same type of use. The first such annual payment shall be made upon the connection of said described real property to the City's sewage collection system, and each subsequent annual payment shall be made each anniversary of such connection.

This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the Owner.

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

CITY OF LAS VEGAS

CAROLYN G. GOODMAN, Mayor

John S. Ridilla 11/20/14
Approved as to form: City Attorney's Office

John S. Ridilla
Deputy City Attorney

ATTEST:

Beverly K. Bridges, MMC, City Clerk

By: President
THM ENTERPRISES, INC.
THE OWNER
10655 PARK RUN DRIVE #230
LAS VEGAS, NEVADA 89144

OWNER'S CORPORATE CERTIFICATE

I, Thomas McCormick certify that I am the President of the Corporation named as Owner in the Foregoing Agreement; that said, the Agreement was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Signature

Thomas McCormick
Printed name

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 1st day of October, 2014, before me personally appeared Thomas McCormick known or proved to me to be the person who executed the above instrument, who acknowledged that he is a (the) President of THM Enterprises the company named as Owner above, and that he executed the foregoing instrument on behalf of said company for the purposes therein stated.

Anna Schlieper
NOTARY PUBLIC
In and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
ANNA SCHLIEPER
Appt. No. 12-6479-1
My Appt. Expires Nov. 18, 2015

PLEASE SIGN IN BLACK INK

City of Las Vegas

LOCATION MAP

CITY COUNCIL MEETING DATE: APRIL 1, 2015
DEPARTMENT: BUILDING AND SAFETY
ITEM DESCRIPTION: APPROVAL OF A SEWER CONNECTION AGREEMENT AND INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT FOR SEWER SERVICES WITH THM ENTERPRISES, INC., OWNER (LONE MOUNTAIN ROAD AND FORT APACHE ROAD, APN'S 125-32-401-001 AND -003)

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 2015

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

SUBJECT:
For possible action to approve a sewer connection agreement and interlocal contract with Clark County Water Reclamation District for sewer services with THM Enterprises, Inc., owners (Lone Mountain Road and Fort Apache Road, APN's 125-32-401-001 and -003) - near Ward 4 (Anthony)

Fiscal Impact

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

PURPOSE/BACKGROUND:
This request is for a sewer connection to connect 9 single family dwellings. Public Sewer is available in Lone Mountain Road. The developer will be required to extend 8-inch diameter public sewer to the north edge of the development in Fort Apache Road to a depth and location acceptable to the City of Las Vegas Collection System Planning. The Planning Department has determined the project does conform to the City's general plan for the area. The applicant has signed a "Sewer Connection Agreement" and a "Petition for Annexation" agreement. The property is not currently eligible for annexation and will be permitted in Clark County. The original Council approval for this action was on November 5, 2014 for 7 single family dwellings. To allow for the two additional dwellings to be approved, staff has requested the original action be rescinded and brings forward this request for a new sewer connection to connect the 9 single family dwellings reflected on the final map.

RECOMMENDATION:
Building & Safety in conjunction with Public Works recommends approval subject to conformance with all City codes and departmental standards and off-site improvements.

BACKUP DOCUMENTATION:
Location Map

City of Las Vegas

LOCATION MAP

CITY COUNCIL MEETING DATE: APRIL 1, 2015
DEPARTMENT: BUILDING AND SAFETY
ITEM DESCRIPTION: APPROVAL OF A SEWER CONNECTION AGREEMENT AND INTERLOCAL CONTRACT WITH CLARK COUNTY WATER RECLAMATION DISTRICT FOR SEWER SERVICES WITH THM ENTERPRISES, INC., OWNER (LONE MOUNTAIN ROAD AND FORT APACHE ROAD, APN'S 125-32-401-001 AND -003)

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 1, 2015

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

SUBJECT:
For possible action to approve a business impact statement regarding an ordinance to add new business licensing and zoning regulations regarding nightclubs and cinemas (This item is related to Bill No. 2015-20, 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 to add new business licensing and zoning regulations regarding nightclubs and cinemas.

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

BACKUP DOCUMENTATION:
Business Impact Statement

BUSINESS IMPACT STATEMENT
BILL NO. 2015-20
(Adds new business licensing and zoning regulations regarding nightclubs and cinemas)

This business impact statement was prepared pursuant to NRS 237.090 to address the impact of a proposed ordinance, Bill No. 2015-20, that will add new business licensing and zoning regulations regarding nightclubs and cinemas.

1. The following constitutes a description of the number of the manner in which comment was solicited from affected businesses, a summary of their responses and an explanation of the manner in which other interested persons may obtain a copy of the summary.

Notice of the proposed additions to Title 6 and Title 19 were sent to approximately 410 identified licensees and 6 local chambers of commerce, inviting interested persons to 1) view the draft bill language on the City's website or at the Business Licensing Division offices, and 2) provide by telephone or in writing any desired input regarding business impact by means of hand delivery, mail delivery, email, fax or online communication. No phone calls were logged, no comments were received via the website. The City received one letter and one email in response. The responses include the input of two persons, appearing to represent two existing business locations. One of the commenters was in support of the proposed additions to Titles 6 and 19. The other commenter had questions concerning the proposal of a separate area in regard to free movement within the lobby and the ability to maintain visual contact and control over children. However, those questions did not include specific data or information concerning whether any of the provisions of the proposal would impose a direct and significant economic burden upon a business or directly restrict the formation, operation, or expansion of a business. Responses are attached hereto.

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:

The annual cost of this ordinance amendment is approximately $10,000.00. This cost is generally attributable to the new regulation of nightclubs, and specifically attributable to the overtime pay necessary for City business license officers to provide enforcement of the new nightclub regulations during the late evening hours nightclubs are operational.

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 materially 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 A. Fuhrell
By: City Manager

Date: March 23, 2015

KOLESAR & LEATHAM

ATTORNEYS AT LAW

400 SOUTH RAMPART BLVD., SUITE 400
LAS VEGAS, NEVADA 89145
702.362.7800

klnevada.com

RECEIVED

FEB 26 2015

Dept of Planning
City of Las Vegas

February 25, 2015

Via FedEx

City of Las Vegas Department of Planning
Development Services Center
333 North Rancho, 3rd Floor
Las Vegas, NV 89106

Re: Proposed Amendments to Title 6 of the Las Vegas Municipal Code Regarding an Ordinance to Add Business Licensing and Zoning Regulations Pertaining to Nightclubs and Cinemas that Serve Alcoholic Beverages.

Dear Sir/Madam:

This firm represents American Multi-Cinema, Inc. ("AMC") in connection with liquor license matters in Nevada. AMC operates over 300 movie theaters in the Unites States, including over 100 theaters that sell alcoholic beverages in bars in theater lobbies adjacent to or part of a concession area.

AMC currently operates one theater in Clark County, Nevada, that includes a lobby bar and plans to offer this amenity to its customers at one or more theaters within the City of Las Vegas. In that regard, AMC wishes to submit the following comments to the proposed amendments to Title 6 pertaining to the licensing of cinemas for alcohol sales.

Section 2(c)(1): Section 2(c)(1) requires liquor licensee cinemas to sell alcoholic beverages in areas that are "segregated and secured from minors." AMC respectfully submits that a physical barrier separating the bar area from the lobby would be problematic from a safety standpoint because such a barrier would impede free movement within the lobby, and would separate parents from their children when waiting in line and/or purchasing beverages and potentially obstruct a parent's ability to maintain visual contact with or control over their child during this time.

AMC respectfully requests that Section 2(c)(1) be clarified to state that the bar area in a cinema may be sufficiently "segregated and secured from minors" by use of appropriate signage to notify parents and minors that minors are excluded from the area immediately adjacent to the bar.

Thank you for the opportunity to submit these written remarks on the proposed amendments to Title 6. Should you have any questions or wish to discuss further, please to not hesitate to contact this office.

Very truly yours,

KOLESAR & LEATHAM

Matthew D. Saltzman, Esq.

MDS:lhw

cc: Ms. Bridget Holton-Deere
Ms. Karen Duddlesten, City of Las Vegas Business Licensing Manager (via email)
Jonathan J. Winn, Esq.

RECEIVED
FEB 26 2015
Dept of Planning
City of Las Vegas

Robert Summerfield

From: Michelle James <michellejames@boydgaming.com> on behalf of Bill Noonan <BillNoonan@boydgaming.com>
Sent: Wednesday, March 04, 2015 1:38 PM
To: AmendTitle6
Subject: Impact Statements re Proposed changes to business licensing code

Bill Noonan
SVP Administration
Boyd Gaming Corporation
3883 Howard Hughes Parkway
Ninth Floor
702-792-7231 direct
www.boydgaming.com

This message may contain information that is confidential. Any forwarding, disclosure, distribution or copying of this communication to any other person is prohibited. If the circumstances indicate that you have received this message in error, or it is reasonably inferable that you were inadvertently or mistakenly included as an addressee, the sender does not waive any privilege to which he or another person is entitled. Also, in that case, please notify the sender by return e-mail and delete this message.

BOYDGAMING

March 4, 2015

City of Las Vegas - Department of Planning
Development Services Center
333 North Rancho, 3rd Floor
Las Vegas, NV 89106

Re: Proposed amendments to Title 6 (Business Taxes, Licenses, and Regulations) of the Las Vegas Municipal Code

Planning Commission and Staff:

Boyd Gaming Corporation has reviewed the proposed changes to the Las Vegas Municipal Code business licensing and zoning regulations regarding nightclubs and cinemas that serve alcohol and would like to show support for the exemption provided for non-restricted gaming and certain resort-hotels in Section 5 Subsection (B)(5).

As you are aware, the proposed changes to the Unified Development Code establish separation requirements for "Nightclubs" requiring 1,500 feet separation from a church, synagogue, school, City Park, and child care facility for 12 or more. Nevertheless, the proposed ordinance provides an exception to separation requirements for non-restricted gaming established before July 1, 1992, or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992. We believe that this exemption encourages long-term investment within the local community and benefits both the City and its residents. Additionally, Boyd Gaming believes the exemption to be in line with many of the policy reasons that similar exemptions are provided for throughout the liquor code.

Thank you for allowing us to submit comments on this matter. We hope our feedback will help to provide the information necessary to aid the City in its work to improve and develop the local community. Should we identify operational or logistical concerns during consideration of this proposed ordinance, we will bring them to your attention immediately.

Sincerely,

William J. Noonan

William J. Noonan
SVP Industry and
Government Affairs

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 1, 2015

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to authorize staff to negotiate and purchase real property using the Business Park Development Fund to promote economic development and job creation throughout the City (Not-to-Exceed $4,000,000) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: Not-to-Exceed $4,000,000
Funding Source: Business Park Development Fund
Dept./Division: Economic and Urban Development/Business Development

PURPOSE/BACKGROUND:
Funds have been set aside for the strategic acquisition of real property that can be used to promote economic development and job creation within a variety of targeted growth industries and in furtherance of the goals identified within the Economic Development Investment Strategy completed in June 2013.

RECOMMENDATION:
Approval and authorization for staff to execute any documents, as approved by the City Attorney, and engage in any activity related to the acquisition of real property.

BACKUP DOCUMENTATION:
None

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 2015

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve award of Contract No. 150151-DC, Prime Design Services Contract for Las Vegas Boulevard Improvements from Stewart Avenue to Sahara Avenue, Part II - Department of Public Works - Award recommended to: CA GROUP, INC. ($1,842,441 - Public Works Capital Projects Fund) - Wards 3 and 5 (Coffin and Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,842,441
Funding Source: Public Works CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract provides for design services and preparation of contract drawings, special details and special provisions for roadway and drainage improvements to provide a better pedestrian environment. Award of this contract is recommended by the City of Las Vegas Consultant Selection Committee based upon the 2014 Statement of Qualifications process. CA Group, Inc. is located in Las Vegas, Nevada.

PCC: D. Collins
POC: James Caviola - (702) 685-5945

RECOMMENDATION:
That City Council approve award of Contract No. 150151-DC, Prime Design Services Contract for Las Vegas Boulevard Improvements from Stewart Avenue to Sahara Avenue to CA Group, Inc. in the amount of $1,842,441. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 150151-DC
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES CONTRACT
FOR
LAS VEGAS BOULEVARD IMPROVEMENTS FROM STEWART AVENUE TO SAHARA AVENUE, PART II

THIS CONTRACT is made and entered into this _____ day of _____, 2015, 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 South Rainbow Boulevard, Las Vegas, NV 89146**.

WITNESSETH:

WHEREAS, the City intends to construct the **LAS VEGAS BOULEVARD IMPROVEMENTS FROM STEWART AVENUE TO SAHARA AVENUE, PART II** (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.

CONSULTANT

By_____
James Caviola, C A Group, Inc. Date

CITY OF LAS VEGAS

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

ATTEST

_____
LuAnn D. Holmes, MMC Date
Acting City Clerk

APPROVED AS TO FORM

John S. Ridilla 2/25/15
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

The Scope of Services to be provided under the terms of the Agreement addresses the design completion and preparation of Contract Drawings, Special Details, and Special Provisions for roadway and drainage improvements along Las Vegas Blvd from Stewart Ave to Sahara by incorporating complete street components to provide a better pedestrian environment. The design will further develop and evaluate the 30% improvements presented in the Final Feasibility Study. The Final Feasibility evaluated roadway geometrics, including intersection turning movements, sight visibility, roadway and sidewalk lighting, sidewalk ADA requirements, surface and subsurface utility conflicts, transit facilities, drainage and traffic needs, right of way recommendations, landscape enhancements, other complete street components.

Roadway

The Consultant will prepare roadway plans for:

- Las Vegas Blvd from Stewart Ave to Charleston Blvd (Phase 1), including construction of asphalt pavement, curb and gutter, sidewalk, storm drain system, minor vertical adjustment of utilities, traffic signal modifications, traffic signal underground systems, street lighting, pedestrian lighting, electrical system, CLV fiber optic conduit, landscape trees within sidewalk area, and traffic control devices. A dedicated right turn pocket from southbound LVB to westbound Charleston will be included in the design.
- Las Vegas Blvd from Charleston Blvd to Sahara Blvd (Phase 2), including construction of asphalt and concrete pavement, curb and gutter, sidewalk, storm drain system, minor vertical adjustment of utilities, traffic signal modifications, traffic signal underground systems, street lighting, pedestrian lighting, electrical system, CLV fiber optic conduit, landscape trees within sidewalk area, modification of existing landscaping within median areas, Neon sign design including sign photos, dimensions, electrical needs and coordination with CLV Cultural Affairs, Wayfinding sign design including sigh photos, dimensions, electrical needs and coordination with CLV, traffic control devices, design coordination of Sahara Gateway feature. Dedicated right turn pocket from southbound LVB to westbound Charleston will be included in the design. Design includes dedication of right-of-way between Oakey Blvd and new 3rd St transit connection for additional transit lane.
- 4th Street from Las Vegas Blvd to Colorado Ave (Phase 3), including construction of asphalt pavement, curb and gutter, sidewalk, storm drain system, minor vertical adjustment of utilities, traffic signal modification, street lighting, electrical system, CLV fiber optic conduit, landscape trees within sidewalk area, modification of existing landscaping within median areas and traffic control devices. The design will include the concrete foundation for (2) new transit stations with electrical conduits as required. The station structure will be provided by the RTC. Coordination for the stations will be provided as required. 3rd Street from Utah Ave to Colorado Ave, including connecting 3rd St to Las Vegas Blvd for dedicated transit lane. Relocation of Welcome to Downtown Las Vegas sign, including new pedestrian gathering area and parking facilities off 4th St. (Phase 3)

Drainage Plans

The Consultant will prepare storm drainage plans for:

- Reconstruction of storm drain system within Las Vegas Blvd from Stewart Ave to Charleston Blvd (Phase 1)
- Reconstruction of storm drain system within Las Vegas Blvd from Charleston Blvd to Sahara Ave (Phase 2)
- Reconstruction of storm drain system within 4th Street from Las Vegas Blvd to Colorado Ave
- Reconstruction of storm drain system within 3rd Street from Utah Ave to Colorado Ave

Utility Coordination

The Consultant will coordinate with the owners of dry utilities within Las Vegas Blvd, 4th Street and 3rd Street to facilitate the design of roadway improvements.

Sanitary Sewer

The Consultant will prepare sanitary sewer design for replacement of existing (approximately 30) brick manholes as identified by the City.

Landscape

The Consultant will prepare landscape plans for:

- For sidewalk areas along Las Vegas Blvd from Stewart to Charleston (Phase 1)
- For raised median nose areas where modifications are required to provide the required intersection turning movements and left turn storage from Stewart to Charleston (Phase 1)
- For sidewalk areas along Las Vegas Blvd from Charleston to Sahara (Phase 2)
- For raised median nose areas where modifications are required to provide the required intersection turning movements and left turn storage from Charleston to Sahara (Phase 2)
- For median modifications at Las Vegas Blvd and Wyoming as needed to provide 3rd travel lane (Phase 2)
- For sidewalk areas along 3rd Street from Utah to Colorado (Phase 3)
- For raised median modifications along 3rd and 4th St required for providing an additional transit lane from 3rd St to Las Vegas Blvd and providing transit stations (Phase 3)
- For median modifications required for removal and relocation of Welcome to Downtown Las Vegas sign based on concept approved within 30% improvement plan
- For parking area west of 4th St and north of Colorado, to provide parking for visitors to Welcome to Downtown Las Vegas sign based on concept approved within 30% improvement plan

Traffic Signal Design

The Consultant will prepare traffic signal plans as follows:

- Stewart/LVB modify existing signal to meet new geometrics
- Ogden/LVB modify existing signal to meet new geometrics
- Fremont/LVB modify existing signal to meet new geometrics
- Carson/LVB modify existing signal to meet new geometrics
- Bridger/LVB modify existing signal to meet new geometrics
- Lewis/LVB modify existing pedestrian signal to meet new geometrics
- Clark/LVB modify existing signal to meet new geometrics
- Bonneville/LVB modify existing signal to meet new geometrics
- Garces/LVB modify existing signal to meet new geometrics
- Gass/LVB modify existing signal to meet new geometrics
- Hoover/LVB design full signal undergrounds
- Charleston/LVB modify existing signal to meet new geometrics (Phase 1)
- Charleston/LVB modify existing signal to meet new geometrics (Phase 2)
- Park Paseo/LVB design pedestrian flasher, type to be determined by CLV Traffic
- 4th/LVB modify existing signal to meet new geometrics
- Wyoming/LVB modify existing signal to meet new geometrics
- Oakey/LVB modify existing signal to meet new geometrics
- Main St/St Louis/LVB modify existing signal to meet new geometrics
- Baltimore/LVB modify existing signal to meet new geometrics
- Sahara/LVB modify existing signal to meet new geometrics

All traffic signals shall be upgraded to provide LED illuminated street name signs, countdown pedestrian heads and audible tactile pushbuttons where not already existing. All signal poles and mast arms shall be converted to Downtown Centennial Standard Green (except Sahara). Evaluate the use of pole mounted signal cabinets to replace existing ground mounted cabinets based on level of signal modifications being completed at the intersection. All traffic signals shall be upgraded to provide LED lighting. Design and coordination for new electrical service pedestals as required.

Street Light Design

The Consultant shall design a new pedestrian scale street lighting system along the entire limits of project as identified in the 30% improvement plans, including new conduit system. Replace existing median HPS luminaires with LED equivalent heads. Upgrade pole mounted service points to pad mounted service points. Remove and install new street lights as required to meet CLV Standards where existing median lighting needs to be removed. New poles shall match Downtown Centennial Standard or approved CLV pole.

Electrical Design
The Consultant shall design and coordinate new or re-use of existing service points along LVB. Design distribution and power service for receptacles at each tree well. Design distribution and power service for receptacles at each new 160W street light within sidewalk. Design distribution and power service for pedestrian scale lighting system within sidewalk area. Provide power connections for irrigation controllers.

Neon Sign and Wayfinding Sign Design
The Consultant shall design and coordinate (7) neon signs within the existing median between Charleston and Sahara. Design will include a graphic image of sign provided by the CLV, sign dimensions, electrical design and coordination with CLV Cultural Affairs. Foundation design will be provided by Contractor installing the sign and reviewed through the shop drawing process. Sign location, electrical requirements, and landscape median modification design will be included in the appropriate phase of design.

The Consultant shall design and coordinate the location, electrical requirements and landscape median modifications for (2) Wayfinding signs within the existing median. Wayfinding foundation design will be provided by the Contractor installing the sign and reviewed through the shop drawing process for the proposed Wayfinding. Sign location, electrical requirements, and landscape median modification design will be included in the appropriate phase of design.

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
100.4.1.13 Pedestrian Facilities in the Public Right-of-Way Guidelines (PROWAG)
100.4.1.14 Urban Bikeway Design Guide (NACTO)

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 and Special Provisions, for the project described in Section 100.1.1, that are whole and complete, technically accurate, biddable and constructible, meeting the City's reasonable needs and expectations. All design, re-design, coordination, permitting, quality control review, meeting attendance, bid phase assistance, 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 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. 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 Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Special Provisions", incorporated herein by reference, into the Contract Documents prepared for bidding for 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.

100.6.12 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

100.6.15.1 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.

The design process used to generate the construction documents for the system will be three dimensional, which means that all finite elements will have an x, y, and z coordinate. The improvement plans for the project will be produced using AutoCAD Civil 3D objects:

- The aerial topography will be converted to a three-dimensional surface of the existing topography
- The system, including sewer, storm drain laterals, will be designed using Pipe Networks resulting in a fully three-dimensional (3-D) model of the proposed system
- Crossings of the sewer and storm drain system by existing utilities will be included in the 3-D model and based on pothole data
- Proposed relocations of water and sewer will be designed three-dimensionally using Pipe Networks
- Grading of any channel or roadway-type structures will be performed using Corridors to produce a 3-D model.
- Three-dimensional grading where more site specific information is required will be accomplished using Feature Lines.
- Surface elements of the design will be designed three-dimensionally.
- Field survey of the existing utilities and structures (locations and elevations) will be incorporated into the 3-D surface of the existing topography.

Specifications shall be prepared in City standard format using the software program Microsoft Word 2007 or newer release. The use of any other software for plan or specifications production requires prior written approval from the City's Representative.

100.6.15.2 All drawing submittals, except the final submittal, submitted by the Consultant will be printed on white bond paper. The final construction drawings will be printed on 4 mil, double matte mylar. All full size reproducible copies will be on 24" x 36" sheets and all half size reproducible copies shall be on 11"x17" sheets (representing true half size of the full size plans). Consideration shall be given to legibility of hatching and shading for reproduction of all sizes of plans. **Plans that do not meet these requirements will not be accepted. Submittals shall be accompanied by all associated electronic files.**

100.6.15.3 Special Provision format will follow the City standard provided to the Consultant. Special Provisions shall be stamped and signed by the appropriate design professional. **Special Provisions that do not meet these requirements will not be accepted.**

100.6.15.4 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. In addition, the Consultant will submit electronic files of the Special Provisions in Microsoft Word format and one comprehensive Adobe PDF file, with appropriate formatting, of the entire set of Special Provisions. All electronic files shall be submitted on either a CD-ROM, DVD disk, or other electronic media that can be read by any industry standard hardware. **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.**

100.6.15.5 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.

100.6.16 Cost Estimates

100.6.16.1 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.**

100.6.17 Construction Change Orders

The City has a formal construction contract change order approval process. Proposed construction change orders are negotiated and reviewed by City Engineering and Construction Management staff (and the construction management consultant when one has been retained). Construction change orders are then reviewed for approval by the City Change Order Committee. Part of that approval process will be checking a box on the Change Order Tracking Form indicating the reason for the construction change order based on information available to the committee at that time. If the construction change order appears to relate to a consultant design deficiency then either the Reason Code box "E&O Value" or "E&O No Value" will be checked. "E&O" value will be checked if it appears the apparent design deficiency results in added cost to the project but all, or a substantial part, of that cost would have been incurred in the original bid if the deficiency did not exist. "E&O No Value" will be checked if it appears that little or no cost to the project would have occurred if the deficiency did not exist. The City may use this data, as well as any other relevant data, in exercising its rights under this Contract to seek compensation for Consultant errors and omissions.

The City will make reasonable efforts to copy all approved construction change orders (with the tracking form included) and construction change directives to the consultant In order to provide the consultant an opportunity to prevent similar instances from occurring on future projects, to allow the consultant to review the potential for similar instances to occur during the progress of this project (and to work with City and Contractor to minimize the potential for future financial impacts when possible regardless of the reason code box checked) and to give advance notice to Consultant to prepare for potential financial impacts to the Consultant and/or for the Consultant to provide documentation to the City as whether the appropriate reason code box has been checked.

There may, at times, be a benefit for the consultant to review construction change orders or construction change directives prior to final negotiation and approval. This could provide the consultant with an opportunity, prior to finalization, to determine that a proposed construction change order or construction change directive may be excessively priced, not a legitimate change in the scope of the Contractor's work, outside of the Consultant's scope of work, detrimental to the Consultant's design, uncoordinated with the Construction

Documents, potentially harmful to public safety, or a violation of codes, laws and regulations. Therefore the City will make reasonable efforts to notify the consultant of possible construction change orders or construction change directives prior to final negotiation and approval. And to, when appropriate, request the consultant to sign acknowledgement and concurrence on the final construction change order or construction change directive or to make formal revisions to the plans and/or specifications. However, given time constraints and the need to limit Contractor delay claims (that can often quickly exceed the cost of the construction change order), advance notice to the consultant is not always possible or practical. And, in fact, potential construction change order work, including force account work, is sometimes allowed to proceed prior to any construction change order being drafted or reason code applied by City.

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:

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.

100.6.18.1 Article 101 – Preliminary and General Items

100.6.18.2 Article 102 – 70% Design Phase

100.6.18.3 Article 103 – 90% Design Phase

100.6.18.4 Article 104 – 100% Design Phase

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 twelve 12 progress/coordination meetings for Phase 1 and additional twelve [12] progress/coordination meetings for Phase 2 and 3 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 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. The Consultant shall perform Subsurface Utility Engineering (SUE) as identified herein, identify potential utility conflicts and meet with the affected utilities to ensure timely resolutions for the utilities 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 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, Zayo Fiber Optic, Level 3

101.3.1.7 Nevada Department of Transportation ("NDOT") and

101.3.1.8 Other local and state agencies as required.

101.3.2 The Consultant shall prepare a utility conflict schedule and pothole plan to advise the City's Representative of any utility conflicts, coordinate utility requests for information, monitor status of proposed utility projects within the projects limits and meet as required with utility companies to resolve conflicts. It is assumed that there will be a large amount of coordination with Southwest Gas, CenturyLink, Cox Communications and Las Vegas Valley Water District, which have existing facilities within the corridor that may require relocation. Utility relocation design of water lines 12-inches and under, which are required to support the construction of the storm drain system and reconstruction of curb and gutter are included in basic services.

101.3.2.1 Design the vertical adjustment of water lines 12-inches and under as required to facilitate the construction of the storm drain system. Cost Estimate, LVVWD facilities will be broken out by funding source as required. Assist the LVVWD and CLV as required to prepare and process Inter-Local Agreements as needed for design and construction of LVVWD facilities, which are part of the Voluntary Betterment program.

101.3.2.2 Design to include replacement of approximately thirty (30) brick manholes in the sanitary sewer system to concrete manholes. Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.

101.3.2.3 Preparation of minor utility relocation plans, by the Consultant and coordination for incorporation of those prepared by the Utility Companies themselves, that were anticipated by the Consultant, or reasonably should have been, at the time of this Contract shall be considered incidental to this task and no other applicable design tasks.

101.3.2.4 Coordination with utilities, incorporation of utility plans, and preparation of designs by the Consultant in relation to new services, connections for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines) that were anticipated by the Consultant, or reasonably should have been, at the time of this Contract shall be considered incidental to this task and no other applicable design tasks.

101.3.2.5 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 The Consultant shall submit design plans for review from the various utility companies for the 70%, 90% and 100% Pre-Final submittals.

101.3.5 The Consultant shall submit design plans for review and obtain approval signatures from the various utility companies on final mylar prints prior to submitting to the City of Las Vegas.

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

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

101.3.8 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.

101.3.9 Deliverables: Project Plans to be sent to the Utility Companies at each design level (70%, 90% and 100% Pre-Final); and final mylar's with impacted utilities approval signatures.

101.4 Project Permits

101.4.1 Consultant shall identify all permits needed for the Project. Consultant shall prepare all correspondences and permit applications for the regulating agencies and assist the City in obtaining required permits.

101.4.2 The following permits are anticipated for this project :

101.4.2.1 NDOT Encroachment Permit for Phase 1, within the Charleston intersection; Phase 2, within the Charleston and Sahara intersections.

101.4.3 During the design process, the Consultant shall provide a permit matrix which will determine the permits needed for the Project. A summary matrix of required permits shall be prepared by the Consultant and included with 90% and 100% Pre-Final submittals. Any required permits not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

101.4.4 Deliverables: Matrix of require permits; correspondence; preparation of permit applications.

101.5 Right-of-Way

101.5.1 Consultant will use the City's Right-of-Way Plats, Title Reports that the City has on file, Parcel Maps, Records of Survey, plats and any other documentation necessary to identify and establish the right-of-way limits. Consultant will establish existing property lines and label all lots with the current owners name and APN and encumbrances in areas where right-of-way is to be acquired. Consultant will identify any additional right-of-way to be acquired. Consultant will prepare right-of-way drawings showing existing rights-of-way and easements and proposed rights-of-way and easements. For all right-of-way which must be acquired, Consultant shall prepare deeds and legal descriptions with property maps showing topographic areas, easements and vesting. Consultant shall coordinate with the City's Right-of-Way Section in the preparation of a right-of-way property schedule (all rights to be obtained or vacated, easements, rights of entry, construction easements as well as current status of the City's acquisitions) and regularly review and redline this schedule as to current status in coordination with the City's Right-of-Way Section. Where existing property is to be disturbed by construction, Consultant shall prepare 8 ½" X 11" exhibits to be sent to affected property owners showing the location of Authorization to Enter Property (AEP) and the nature of the construction.

101.5.2 70% Submittal. Consultant shall prepare 24" x 36" exhibits that shall show all needed right-of-way, easements, AEP's, etc. at the 70% design level. The Consultant shall provide legal descriptions as needed for all right-of-way easements, etc. that are required. The Consultant shall update the right-of-way property schedule, outlined in 102.2.1, to create an acquisition status table showing parcel numbers, acquisition type, acquisition status, property owner and contact information.

101.5.3 90% Submittal. Consultant shall update the 24" x 36" exhibits to show the acquired right-of-way, easements and AEP's. The acquisition status table shall be updated and submitted to the City for review. Consultant shall prepare 8 ½" x 11" AEP exhibits for each property required and identified on the overall exhibit for Phase 1 only. Consultant shall provide legal descriptions as needed for all right-of way easements within Phase 1, which are required. A total of 20 Phase 1 legal descriptions and exhibits are included. Preparation of legal descriptions assumes any title reports required will be provided by the City.

101.5.4 100% Submittal. Consultant shall update the 24" x 36" exhibits to show the acquired right-of-way, easements and AEP's. The acquisition status table shall be updated and submitted to the City for review. Consultant shall clearly identify, in the acquisition table, any right-of-way,

easements or AEP's that have not been acquired and an explanation for not having acquired the right-of-way, easement or AEP. Consultant shall update 8 ½" x 11" AEP exhibits for each property required and identified on overall exhibit.

101.5.5 Prior to Bid. Prior to bid the Consultant shall cross check the right-of-way map verses the acquisition table and coordinate with City right-of-way staff identifying any right-of-way, easements or AEP's not yet acquired.

101.5.6 Deliverables: 24" x 36" exhibits at the 70% Submittal as outlined in 101.5.2; Legal Descriptions; Acquisition Status Table; 24" x 36" exhibits at the 90% Submittal as outlined in 101.5.3; 24" x 36" exhibits at the 100% Submittal as outlined in 101.5.4; Summary Letter of Right-of-Way, Easements and AEP status.

101.6 Records Review, Information Research and Analysis of Data

101.6.1 Consultant shall review data and information from the City including assessor's maps, parcel maps, improvement plans, drainage studies, utility plans, geotechnical studies, aerial topographic mapping and land development mapping currently being processed by the City which will likely affect the Project. Consultant shall provide ongoing supplemental research of public records during Project development.

101.6.2 The Consultant will review all data collected to determine impact/significance with regard to the Project and incorporate useful information into the Project documents. The Consultant will also identify deficiencies in the data collected and make recommendations for additional information needed for the successful completion of the project.

101.6.3 The Consultant will conduct field investigations, as necessary during the length of the project, to determine the location of collection facilities, establishment of problem flooding areas, existing drainage facilities, utilities, street improvements and other appurtenant items that may help in the development of the Project design. The Consultant will take pictures during the field investigation to document field conditions throughout the Project.

101.6.4 The Consultant will locate and map existing traffic signal equipment including traffic signal controller, service pedestal, poles, pull boxes, conduit, conductors, and detector loops. Prepare traffic signal plan for each intersection showing existing traffic signal equipment if modifications are required to the signal heads or equipment and showing replacement loop detectors if disturbed. Coordination with city Las Vegas TEFO is required for this task.

101.7 Subsurface Utility Engineering (SUE) Services

101.7.1 SUE Definitions

101.7.1.1 Subsurface Utility Engineering, or SUE: A branch of engineering practice that involves managing certain risks associated with utility mapping at appropriate quality levels, utility coordination, utility relocation design and coordination, utility condition assessment, communication of utility data to concerned parties, utility relocation cost estimates, implementation of utility accommodation policies, and utility design.

101.7.1.2 Utility Quality Level: A professional opinion of the quality and reliability of utility information. Such reliability is determined by the means and methods of the professional.

101.7.1.3 CI/ASCE 38-02: "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," American Society of Civil Engineers, 2003.

101.7.1.4 QL-D: Quality Level D as further described herein. QL-D is the most basic level of information for utility locations. It comes solely from existing utility records or verbal recollections, both typically unreliable sources. It may provide an overall "feel" for the congestion of utilities, but is often highly limited in terms of comprehensiveness and accuracy. QL-D is useful primarily for project planning and route selection activities.

101.7.1.5 QL-C: Quality Level C as further described herein. QL-C is probably the most commonly used level of information. It involves surveying visible utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records (QL-D information). When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, is primarily on rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

101.7.1.6 QL-B: Quality Level B as further described herein. QL-B involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. This activity is called "designating". The information obtained in this manner is surveyed to project control. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references. The proper selection and application of surface geophysical techniques for achieving QL-B data is critical. Information provided by QL-B can enable the accomplishment of preliminary engineering goals. Decisions regarding location of storm drainage systems, footers, foundations and other design features can be made to successfully avoid conflicts with existing utilities. Slight adjustments in design can produce substantial cost savings by eliminating utility relocations.

101.7.1.7 QL-A: Quality Level A as further described herein. QL-A, also known as "locating", is the highest level of accuracy presently available and involves the full use of the subsurface utility engineering services. It provides information for the precise plan and profile mapping of

underground utilities through the nondestructive exposure of underground utilities, and also provides the type, size, condition, material and other characteristics of features.

101.7.2 Work Standards

101.7.2.1 Except as may be modified or specified herein, or otherwise approved by CLV, the collection and depiction of information, and any required submittals, shall conform to the applicable provisions of CI/ASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." A copy of CI/ASCE 38-02 may be ordered from the American Society of Civil Engineers at www.asce.org.

101.7.2.2 It is intended that this Scope of Work be construed harmoniously with CI/ASCE 38-02; however, in the event of conflict, the provisions of this Scope of Work shall take precedence.

101.7.2.3 For utilities that are concrete encased, Consultant will require the pothole sub-consultant to perform two potholes: one to identify the top of the encasement and one to identify the bottom of the encasement. The two potholes will be performed on either side of the encasement to determine the width of the encasement.

101.7.2.4 Consultant shall provide full-time inspection and required during the pothole process to confirm that the sub-consultant has accurately located and correctly identified the utilities to be investigated.

101.7.2.5 All surveying activities associated with SUE services as defined herein shall be conducted only by a Nevada Professional Land Surveyor.

101.7.3 Aerial or Ground-Mounted Utility Facilities

101.7.3.1 If specified by CLV, Quality Level D or C services as further described herein shall include records research, identification, surveying, correlation, and/or depiction of aerial or ground-mounted utilities, notwithstanding that such surface features may not be associated with an existing subsurface utility line or system.

101.7.4 Unknown Lines

101.7.4.1 If, when performing an assigned task, the Consultant detects line(s) of unknown function, status, or ownership, the Consultant shall obtain, record, and depict information on such line(s) to a quality level that is commensurate with that of the original assigned task.

101.7.5 "Call Before You Dig Markings"

101.7.5.1 All "Call Before You Dig" paint marks applied by utilities (in response to call-outs for utility potholing and geotechnical boring operations) will be field reviewed by the Consultant and compared to SUE Quality Level C and D information and SUE Quality Level A potholes when the pothole information becomes available. If the information indicates that any utility that was originally assumed to be outside of the Project improvement zone of influence may actually be within that zone then SUE Quality Level B or A will be performed as necessary to resolve the uncertainty.

101.7.6 Quality Level D Tasks

101.7.6.1 Conduct appropriate investigations (e.g., owner records, DOT records, UNCL records, County records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.

101.7.6.2 Collect applicable records (e.g., utility owner base maps, "as built" or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.

101.7.6.3 Review records for: evidence or indication of additional available records; duplicate or conflicting information; need for clarification.

101.7.6.4 Include records research, identification, and depiction of aerial or ground-mounted utility facilities in QL D tasks if specified (see "Aerial or Ground-Mounted Utility Facilities").

101.7.6.5 Transfer information on all involved utilities to appropriate plan sheets, electronic files, and/or other documents as required or directed by CLV.

101.7.6.6 Exercise professional judgment to resolve conflicting information.

101.7.6.7 For information depicted, indicate: utility type and ownership; date of depiction; quality level(s); end points of any utility data; line status (e.g., active, abandoned, out of service); line size and condition; number of jointly buried cables; and encasement.

101.7.7 Quality Level C Tasks (Inclusive of Quality Level D Tasks)

101.7.7.1 Perform tasks as described for QL D. There is no prescribed order in which QL D and C tasks must be performed.

101.7.7.2 Identify surface features, from project topographic data (if available) and from field observations, that are surface appurtenances of subsurface utilities.

101.7.7.3 Include survey and correlation of aerial or ground-mounted utility facilities in QL C tasks if specified (see "Aerial or Ground-Mounted Utility Facilities").

101.7.7.4 Survey surface features of subsurface utility facilities or systems, if such features have not already been surveyed by a registered professional. If previously surveyed, check survey data for accuracy and completeness.

101.7.7.5 The survey shall also include (in addition to subsurface utility features visible at the ground surface): determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.

101.7.7.6 Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.

101.7.7.7 Update (or prepare) "Existing Utility Location Plan", plan sheets, electronic files, and/or other documents to reflect the integration of QL D and QL C information.

101.7.7.8 Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.

101.7.7.9 As appropriate, amend the indicated quality level of depicted information.

101.7.8 Quality Level B Tasks (Inclusive of Quality Level C Tasks)

101.7.8.1 Perform tasks as described for QL C. There is no prescribed order in which QL C and B tasks must be performed.

101.7.8.2 Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the specified project limits (to be determined after 30% design; Quality Level B task will be paid for by Additional Services), and/or to trace a particular utility line or system.

101.7.8.3 Based on an interpretation of data, mark the indications of utilities on the ground surface, for subsequent survey. Utilize paint or other method acceptable to CLV for marking of lines.

101.7.8.4 Utilize the uniform color code of the American Public Works Association for marking of utilities.

101.7.8.5 Unless otherwise directed, mark centerline of single-conduit lines, and outside edges of multi-conduit systems.

101.7.8.6 Unless otherwise approved, maintain horizontal accuracy of +/- 1.5 feet (450mm) in the marking of lines.

101.7.8.7 As an alternative to the physical marking of lines, the Consultant may, with CLV's approval, utilize other means of data collection, storage, retrieval, and reduction, that enables the correlation of surface geophysical data to the project's survey control.

101.7.8.8 Survey all markings that indicate the presence of a subsurface utility.

101.7.8.9 Perform surveys to a horizontal accuracy consistent with applicable CLV survey standards.

101.7.8.10 Reference surveys to the project's survey control.

101.7.8.11 Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.

101.7.8.12 Update (or prepare) "Existing Utility Location Plan", plan sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, and QL B information.

101.7.8.13 Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.

101.7.8.14 As appropriate, amend the indicated quality level of depicted information.

101.7.9 Quality Level A Tasks (Inclusive of Quality Level B Tasks)

101.7.9.1 Perform tasks as described for QL B. There is no prescribed order in which QL B and A tasks must be performed.

101.7.9.2 CLV may require QL A data where the precise horizontal and vertical location of utilities, obtained by exposure and survey of the utility at specific points, is needed for conflict assessment/resolution purposes.

101.7.9.3 The Consultant may recommend test locations based on the requirements of the project and on existing subsurface utility information.

101.7.9.4 When available, verifiable information on previously exposed and surveyed utilities (such as survey records during utility line construction) shall be furnished in lieu of new excavation, exposure, and survey at that same point, or at a suitable nearby point.

101.7.9.5 Otherwise, when utility lines must be exposed and surveyed at specified locations, the Consultant shall use minimally intrusive excavation techniques, acceptable to CLV, that ensure the safety of the excavation, the integrity of the utility line to be measured, and that of other lines which may be encountered during excavation.

101.7.9.6 Measure and/or record the following information on an appropriately formatted test hole data sheet that has been sealed and dated by the Consultant:

- Elevation of top and/or bottom of the utility tied to the project datum, to a vertical accuracy of +/- 0.05 feet (15 mm).
- For utilities that are concrete encased, identify the top of the encasement, the bottom of the encasement, and the width of the encasement.
- Elevation of existing grade over utility at test hole.
- Horizontal coordinates referenced to project coordinate datum, to a horizontal accuracy consistent with applicable CLV survey standards.
- Field sketch showing horizontal location referenced to a minimum of three (3) swing ties to physical structures existing in the field and shown on the project plans.
- Approximate centerline bearing of utility line.
- Outside diameter of pipe, width of duct banks, and configuration of non-encased multi-conduit systems.
- Utility structure material composition, when reasonably ascertainable.
- Identity of benchmarks used to determine elevations.
- Utility facility condition.
- Pavement thickness and type when applicable.
- Soil type and site conditions.
- Identity of utility owner/operator.

- Other pertinent information as is reasonably ascertainable from test hole.

101.7.9.7 Patching of potholes will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for potholing will be based on completed potholes and require proof of permit close out for said potholes.

101.7.9.8 A total of (180) potholes are anticipated to be performed for this Project. Additional utility potholing services not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

101.7.9.9 Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.

101.7.9.10 Update "Existing Utility Location Plan", plan/profile sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, QL B, and QL A information.

101.7.9.11 Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.

101.7.9.12 As appropriate, amend the indicated quality level of depicted information.

101.7.10 SUE Deliverables

101.7.10.1 Consultant shall prepare a separate "Existing Utility Location Plan" upon completion of QL C tasks and update thereafter which clearly depicts applicable SUE levels as outlined in CI/ASCE 38-02: "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," American Society of Civil Engineers, 2003. To show at a minimum:

- Existing rights-of-way
- Centerlines and control alignments
- Easements
- Existing topographical information
- All utilities within the project limits
- QL A test hole locations

101.7.10.2 Appropriately formatted test hole data sheets that have been sealed and dated by the Consultant as described in QL A tasks above.

101.7.10.3 Electronic drawing file of the "Existing Utility Location Plan" updated to the most current information at each regular submittal.

101.8 **Geotechnical Investigation** – The Consultant shall provide a Geotechnical Report, which was prepared and included in the Feasibility Study as part of Preliminary Engineering Phase under separate contract.

ARTICLE 102: 70% DESIGN PHASE

102.1 Survey

102.1.1 Horizontal Control. The official horizontal coordinate system of the City of Las Vegas is the Nevada Coordinate Reference System (NCRS). The appropriate NCRS zone is dependent on the geographic location of the project and should be determined prior to any surveying activities. The official geodetic datum and current reference frame of the City of Las Vegas is NAD 83 (2011) epoch 2010.0. The use of any other reference frame will require approval of the City Surveyor. For detailed information on the NCRS contact the City of Las Vegas' Survey Section.

102.1.2 Vertical Control. All vertical control is to be established using benchmarks included in the City of Las Vegas Vertical Control Network. The official datum of the City of Las Vegas is NAVD 88. Only elevation values currently published as the "City of Las Vegas 2008 Adjustment" are to be used. The use of a prior Vertical Control Network adjustment will require approval of the City Surveyor.

102.1.3 Control Survey. Perform control survey to establish adequate control for all boundary location and topographic mapping necessary for the limits and purpose of the project. Existing monuments within the project limits and control panels set for the purpose of aerial mapping will be incorporated into the control survey.

102.1.4 Boundary Survey. Boundary surveys are to be performed to adequately establish roadway alignments, right-of-way lines, property lines and easement lines necessary for the limits and purpose of the project. Complete research of existing recorded maps, surveys, land records, and other pertinent records shall be performed.

102.1.5 Record of Survey. The Consultant shall provide a Record of Survey to be reviewed by the City of Las Vegas' City Surveyor. The Record of Survey will show all pertinent information from the control and boundary surveys so as to show the project's location relative to existing roadway alignments, right-of-way lines and found survey monuments. The City Surveyor must approve the Record of Survey prior to recordation with the Clark County Recorder.

102.1.5.1 Deliverables. Record of Survey was included in Feasibility Study as part of the Preliminary Engineering Phase. **Record of Survey was recorded on October 21, 2013 and an Amended Record of Survey was recorded on December 2, 2014.**

102.1.6 Survey Control Plan. A Survey Control Plan shall be included in the plan set to show all elements included in the Record of Survey. An "embedded" Record of Survey is acceptable. All Survey Control Plans must be stamped by a Nevada licensed Professional Land Surveyor (PLS) per NAC 625. A separate Horizontal Control Plan showing proposed project geometry may be utilized in the plan set stamped by a Nevada licensed Professional Engineer (PE) per NAC 625.

102.1.7 Survey Monument Inventory. All survey monuments within or adjacent to the limits of proposed construction activities shall be clearly identified on the plan and profile sheets (or demolition/removal sheets when applicable), to aid in the preservation and replacement of survey monuments during construction

102.1.8 The Consultant will coordinate any required private property access with the City's Representative.

102.2 70% Design Phase Submittal

102.2.1 Detailed Hydraulic Analysis and Draft Final Design Report - The Consultant shall develop detailed hydraulic models for the conveyance facilities using HEC-RAS, WSPG or other appropriate computer programs. The hydraulic models will provide information on the hydraulic grade line, energy grade line, flow velocity and depth and other pertinent hydraulic parameters. The storm drain facilities and lateral pipes will be included in the hydraulic models. In addition, riprap rock and drop inlet sizing calculations will be performed. If required 10 year and 100 year hydraulic analysis facility sizing and cost estimates will be prepared to determine RTC versus RFCD costs.

Documentation of the hydraulic analyses will be compiled and submitted in a Draft Final Design Report. This report will also include any information, calculations or models that were revised since the Preliminary Design Report was submitted.

102.2.1.1 Deliverables: Submit four (4) copies of the Draft Final Drainage Report to the City, Submit two (2) copies of the Draft Final Drainage Report to CCRFCD and NDOT as required. Response to Comments will be included in submittal document.

102.2.2 70% Design Phase Plans – This submittal will include further refinement of the 30% Design Phase Submittal for improvements between Stewart Ave to Sahara Ave, including 3rd Street transit connection to Las Vegas Blvd and 4th Street Parking facility for relocation of Welcome to Downtown Las Vegas sign, and response to comments, for all 3 project Phases as identified in Section 100.1.1 under one cover sheet. Plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 70% plans shall include, but not limited to, the following:

102.2.2.1 City Standard Cover Sheet identifying Project Participants

102.2.2.2 Note sheet with plan index, vicinity map, benchmark, and basis of bearings

102.2.2.3 Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes

102.2.2.4 Abbreviations and Symbols

102.2.2.5 Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index

102.2.2.6 Horizontal control for centerline and rights-of-way monumentation plan

102.2.2.7 Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)

102.2.2.8 Sheet Index with key map

102.2.2.9 Typical Cross Section Sheets

102.2.2.10 Removal Plans

102.2.2.11 Roadway Plan and Profiles

102.2.2.12 Construction Details

102.2.2.13 Storm Drain Plan and Profiles (including lateral plan and profiles)

102.2.2.14 Storm Drain Details

102.2.2.15 Utility Plans

102.2.2.16 Traffic Striping and Signing Plans

102.2.2.17 Traffic Lighting Plans

102.2.2.18 Traffic Signal Plans

102.2.2.19 Structural Drawings

102.2.2.20 Special Details as required for the Project

102.2.2.21 FAST Interconnect Plans

102.2.2.22 Deliverables: Submit fifteen (15) copies of the half scale plans (11" x 17") and two (2) copies of full size plans (24" x 36") and all associated electronic files to the City: Submit, two (2) copies of the half scale plans, to NDOT and RTC. Submit copies of 70% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

102.2.3 70% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:

102.2.3.1 RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.)

102.2.3.2 RFCD

102.2.3.3 SID (CLV)

102.2.3.4 SID (other entity)

102.2.3.5 SNPLMA

102.2.3.6 CLV Sanitation

102.2.3.7 LVVWD (and/or other utilities as applicable)

102.2.3.8 CLV General Fund

102.2.3.9 CLV Nominal Drainage

102.2.3.10 NDOT (Stewardship, STP, Safety-LU, etc.)

102.2.3.11 CMAC

102.2.3.12 CDBG Funds

102.2.3.13 Deliverables: Submit the 70% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit, two (2) copies of the 70% cost estimate to NDOT and RTC.

102.2.4 70% Design Phase Special Provisions – Not a part of submittal.

102.2.4.1 Deliverables: Not a part of submittal.

102.2.5 70% Walk Through - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 70% Design Phase period. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 90% submittal.

ARTICLE 103: 90% DESIGN PHASE

103.1 90% Design Phase Submittal

103.1.1 Final Design Report - Consultant shall compile all comments and written responses to comments along with all final design information, calculations and models and include in a standalone Final Drainage Report to be used as a record for the basis of design for the project. The Final Drainage Report shall include all information included in the Draft Final Drainage Report and all associated revisions made as applicable.

103.1.1.1 Deliverables: Submit four (4) copies of the Final Drainage Report to the City, Submit two (2) copies of the Final Drainage Report to the CCRFCD and NDOT as required.

103.1.2 90% Design Phase Plans – This submittal will include further refinement of the 70% plans (including any necessary structural details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions. The 90% plans shall include project quantity tables broken down by individual plan sheet. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements. The owners name, property address and assessor parcel number shall be shown. Consultant shall prepare a map indicating the location and depth of proposed construction easements. The width of the encroachment shall be dimensioned and labeled on the map. Consultant shall provide 11" x 17" copies of the map in quantity equal to the number of parcels. The improvement plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. **The Plans at the 90% level will include three Phases, Phase 1 Stewart Ave to Charleston Blvd, Phase 2 Charleston Blvd to Sahara, and Phase 3 will be the Third Street Transit Connection to Las Vegas Blvd and the Welcome to Las Vegas sign relocation and parking facilities. Each Phase will be considered a standalone design package to be issued for Construction.**

103.1.2.1 Deliverables: Submit fifteen (15) copies of the half scale plans (11" x 17") and two (2) copies of full size plans (24" x 36") and all associated electronic files to the City: Submit, two (2) copies of the half scale plans, to NDOT and RTC.; Submit copies of 90% Plans to

utilities (size determined by each individual Utility Company) as necessary for review by the utility companies. Phase 1, 2 and 3 will be submitted under their own cover and independent of each other.

103.1.3 90% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:

103.1.3.1 RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.)

103.1.3.2 RFCD

103.1.3.3 SID (CLV).

103.1.3.4 SID (other entity)

103.1.3.5 SNPLMA

103.1.3.6 CLV Sanitation

103.1.3.7 LVVWD (and/or other utilities as applicable)

103.1.3.8 CLV General Fund

103.1.3.9 CLV Nominal Drainage

103.1.3.10 NDOT (Stewardship, STP, Safety-LU, etc.)

103.1.3.11 CMAC

103.1.3.12 CDBG Funds

103.1.3.13 Deliverables: Submit the 90% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit, two (2) copies of the 90% cost estimate to NDOT and RTC. Phase 1, 2 and 3 will have their own individual cost estimate prepared and submitted independent of each other.

103.1.4 90% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada.* All items of construction shown on the 90% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

103.1.4.1 Deliverables: Submit five (5) copies of the bound Special Provisions to the City; Submit two (2) copies of the bound Special Provisions to NDOT and RTC. Phase 1, 2 and 3 will have their own individual Special Provisions prepared and submitted independent of each other.

103.1.5 90% Walk Through - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 90% Design Phase period. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 100% Design Phase Submittal. A 90% Walk Through will be completed for Phase 1, 2 and 3 independent of each other.

103.1.6 Bidability and Constructability (B&C) - Consultant shall coordinate with a City selected B&C consultant or City in-house B&C review team. The Consultant will provide the B&C consultant or in-house B&C review team with the 90% submittal documents (and any other documents necessary to complete the B&C review). The City may also chose to provide the B&C consultant or in-house B&C review team with earlier submittals for review. Consultant shall attend meetings and respond to comments as required to resolve disagreements on B&C comments. A Bidability and Constructability review will be completed for each Phase 1, 2 and 3, and the Consultant will provide the necessary document and participate in each Phase.

103.1.7 Project Presentations - Consultant shall prepare for and make Project presentations to any organization or board, including preparation of graphics and backup information.

103.1.7.1 Deliverables: Board attendance; backup materials; presentation materials.

103.1.8 The Consultant shall finalize all permit applications and submit all required permits to the appropriate agencies.

ARTICLE 104: 100% DESIGN PHASE

104.1 100% Design Phase Submittal

104.1.1 The 100% Pre-Final (Bond) submittal for Phase 1, shall include all the elements of Article 103 which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal. The 100% submittal will consist of two steps: (1) a **100% pre-final (bond) submittal** will be made for final comment by the City, NDOT and RTC; and (2) the Consultant will incorporate all comments on the

pre-final submittal into the **100% final (mylar) submittal**. Plan set mylars and copies sealed in accordance with NRS 625, sealed Special Provisions, including Bid Proposal and Construction Cost Estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, plan sheet and funding source will be submitted as a Microsoft Excel Work Sheet electronic file. The Consultant shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required. Consultant shall submit a pre-mylar bond set of the final plans before preparing mylars for this project.

104.1.1.1 Deliverables for the 100% Pre-Final (Bond) Submittal: Submit ten copies of the half scale plans, two full size plans, all associated electronic files, five copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City for Phase 1. Submit two copies of structural calculations to the City; Submit four copies of 11" X 17" Construction Easement Maps and three sets of mail labels of property owners for any requested easements to the City; Submit two copies of the half scale plans, bound Special Provisions and 100% Pre-final Cost Estimate by funding source and two copies of structural calculations to NDOT and RTC. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review.

104.1.1.2 Deliverables for the 100% Final (mylar) Submittal: One set of 24" X 36" mylar plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures for Phase 1; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E. for Phase 1; One copy of the Final Cost Estimate in the City's Bid Schedule Format for Phase 1; Submit two copies of the half scale plans, bound Special Provisions, all associated electronic files and 100% Final Cost Estimate by funding source and two copies of final structural calculations to NDOT and RTC. One copy of the Final Plans shall be submitted to each of the Utility Companies; An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City; Electronic copies of both the plans (AutoCAD Civil 3D version 2013 or 2014) and Special Provisions (Microsoft Word format) shall be submitted to the City. The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file.

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
70% DESIGN PHASE For 1, 2 and 3	150	Upon Notice to Proceed
90% DESIGN PHASE For PHASE 1	120	Upon Completion of 70% Comment Review Meeting
90% DESIGN PHASE For PHASE 2	120	Upon Completion of 70% Comment Review Meeting and Notice to Proceed
90% DESIGN PHASE For PHASE 3	90	Upon Completion of 70% Comment Review Meeting and Notice to Proceed
100% DESIGN PHASE For PHASE 1	60	Upon Completion of 90% Comment Review Meeting
TOTAL CALENDAR DAYS TO COMPLETE:	**540**	**** Total days does not include submittal review periods which vary

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 **$1,842,441.00**. 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	$1,742,441.00	

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	Senior Trans. Engineer	Project Engineer II	Designer II	Designer I	Clerical	POSITION	POSITION	POSITION	POSITION	POSITION	POSITION	POSITION	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$230	$210	$155	$125	$115	$65	$0	$0	$0	$0	$0	$0	$0			
101	PRELIMINARY AND GENERAL ITEMS																
101.1	Project Management Phase 1 (70% to Final)	96	0	0	0	0	0	0	0	0	0	0	0	0	96	$15,160.00	$37,240.00
101.1A	Project Management Phase 2 (90%)	32	0	0	0	0	0	0	0	0	0	0	0	0	32	$16,580.00	$23,940.00
101.1B	Project Management Phase 3, Transit Stations, Welcome to LV Sign (90%)	32	0	0	0	0	0	0	0	0	0	0	0	0	32	$6,560.00	$13,920.00
101.2	Kick-Off Meeting and Progress Meetings Phase 1 (70% to Final)	80	2	120	40	0	0	0	0	0	0	0	0	0	242	$6,260.00	$48,680.00
101.2A	Kick-Off Meeting and Progress Meetings Phase 2 (90% to Final)	2	2	60	40	0	0	0	0	0	0	0	0	0	104	$6,260.00	$21,440.00
101.2B	Kick-Off Meeting and Progress Meetings Phase 3 (90% to Final)	2	2	60	40	0	0	0	0	0	0	0	0	0	104	$4,630.00	$19,810.00
101.3	Utility and Agency Coordination Phase 1 (70% to Final)	8	0	80	120	84	8	0	0	0	0	0	0	0	300	$1,560.00	$40,980.00
101.3A	Utility and Agency Coordination Phase 2 (90%)	8	0	32	40	0	0	0	0	0	0	0	0	0	80	$1,560.00	$13,360.00
101.3B	Utility and Agency Coordination Phase 3 (90%)	2	0	24	32	0	0	0	0	0	0	0	0	0	58	$1,040.00	$9,220.00
101.4	Project Permits Phase 1 (70% to Final)	1	0	8	0	0	0	0	0	0	0	0	0	0	9	$1,040.00	$2,510.00
101.4A	Project Permits Phase 2 (90%)	1	0	4	0	0	0	0	0	0	0	0	0	0	5	$1,040.00	$1,890.00
101.4B	Project Permits Phase 3 (90%)	1	0	4	0	0	0	0	0	0	0	0	0	0	5	$1,040.00	$1,890.00
101.5	Right-of-Way	4	0	40	160	120	0	0	0	0	0	0	0	0	324	$16,000.00	$56,920.00
101.6	Records Review, Information Research and Analysis of Data	0	0	8	16	0	0	0	0	0	0	0	0	0	24	$0.00	$3,240.00
101.7	Subsurface Utility Engineering Potholing Phase 1, 2 and 3	2	0	120	240	120	0	0	0	0	0	0	0	0	482	$175,000.00	$237,860.00
101.8	Geotechnical Investigation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
		0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
101	Subtotal Hours	271	6	560	728	324	8	0	0	0	0	0	0	0	1,897		
101	Subtotal Fee	$62,330.00	$1,260.00	$86,800.00	$91,000.00	$37,260.00	$520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$253,730.00	$532,900.00
	Phase 1 Pre-Eng Subtotal Hours	101	2	376	576	324	8	0	0	0	0	0	0	0	1,477	$215,020.00	$427,430.00
	Phase 1 Pre-Eng Subtotal Fee	$43,930.00	$420.00	$58,280.00	$72,000.00	$37,260.00	$520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		Check	$427,430.00
	Phase 2 Pre-Eng Subtotal Hours	43	2	96	80	0	0	0	0	0	0	0	0	0	221	$25,440.00	$60,630.00
	Phase 2 Pre-Eng Subtotal Fee	$9,890.00	$420.00	$14,880.00	$10,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		Check	$60,630.00
	Phase 3 Pre-Eng Subtotal Hours	37	2	88	72	0	0	0	0	0	0	0	0	0	199	$13,270.00	$44,840.00
	Phase 3 Pre-Eng Subtotal Fee	$8,510.00	$420.00	$13,640.00	$9,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		Check	$44,840.00
102	70% DESIGN PHASE																
102.1	Survey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$2,220.00	$2,220.00
102.2.1	Detailed Hydraulic Analysis and Draft Final Drainage Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$55,050.00	$55,050.00
102.2.2	70% Design Phase Plans Phase 1, 2 and 3	8	20	360	1,400	500	8	0	0	0	0	0	0	0	2,296	$76,815.00	$371,675.00
102.2.3	70% Design Phase Construction Cost Estimate Phase 1, 2 and 3	0	0	24	24	0	0	0	0	0	0	0	0	0	48	$6,165.00	$12,885.00
102.2.4	Not used																
102.2.5	70% Walk Through Phase 1, 2 and 3	4	0	8	0	0	0	0	0	0	0	0	0	0	12	$2,000.00	$4,160.00
102	Subtotal Hours	12	20	392	1,424	500	8	0	0	0	0	0	0	0	2,356		
102	Subtotal Fee	$2,760.00	$4,200.00	$60,760.00	$178,000.00	$57,500.00	$520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$140,030.00	$443,770.00
103	90% DESIGN PHASE																
103.1.1	Final Drainage Report	0	0	4	0	0	0	0	0	0	0	0	0	0	4	$24,050.00	$24,670.00
103.1.2	90% Design Phase Plans Phase 1	8	4	120	800	356	8	0	0	0	0	0	0	0	1,296	$21,390.00	$184,130.00
103.1.2A	90% Design Phase Plans Phase 2	6	4	160	880	400	8	0	0	0	0	0	0	0	1,458	$28,150.00	$211,690.00
103.1.2B	90% Design Phase Plans Phase 3 Transit Stations, Welcome to LV Sign	6	4	80	440	200	8	0	0	0	0	0	0	0	738	$33,260.00	$126,400.00
103.1.3	90% Design Phase Construction Cost Estimate Phase 1	0	0	16	16	8	4	0	0	0	0	0	0	0	44	$2,963.00	$8,623.00
103.1.3A	90% Design Phase Construction Cost Estimate Phase 2	0	0	16	16	8	4	0	0	0	0	0	0	0	44	$3,473.00	$9,133.00

TASK	DESCRIPTION	Sr. Project Manager	Senior Trans. Engineer	Project Engineer II	Designer II	Designer I	Clerical	POSITION	POSITION	POSITION	POSITION	POSITION	POSITION	POSITION	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
103.1.3B	90% Design Phase Construction Cost Estimate Phase 3 Transit Stations, Welcome to LV Sign	0	0	12	12	8	0	0	0	0	0	0	0	0	32	$1,695.00	$5,975.00
103.1.4	90% Design Phase Special Provisions Phase 1	2	0	32	0	0	0	0	0	0	0	0	0	0	34	$1,040.00	$6,460.00
103.1.4A	90% Design Phase Special Provisions Phase 2	2	0	32	0	0	0	0	0	0	0	0	0	0	34	$1,040.00	$6,460.00
103.1.4B	90% Design Phase Special Provisions Phase 3 Transit Stations, Welcome to LV Sign	2	0	32	0	0	0	0	0	0	0	0	0	0	34	$1,040.00	$6,460.00
103.1.5	90% Walk Through Phase 1	4	0	8	0	0	0	0	0	0	0	0	0	0	12	$1,000.00	$3,160.00
103.1.5A	90% Walk Through Phase 2	4	0	8	0	0	0	0	0	0	0	0	0	0	12	$1,000.00	$3,160.00
103.1.5B	90% Walk Through Phase 3 Transit Stations, Welcome to LV Sign	4	0	8	0	0	0	0	0	0	0	0	0	0	12	$1,000.00	$3,160.00
103.1.6	Bidability and Constructability Meeting Phase 1	4	0	8	0	0	0	0	0	0	0	0	0	0	12	$1,040.00	$3,200.00
103.1.6A	Bidability and Constructability Meeting Phase 2	4	0	8	0	0	0	0	0	0	0	0	0	0	12	$1,040.00	$3,200.00
103.1.6B	Bidability and Constructability Meeting Phase 3 Transit Stations, Welcome to LV Sign	4	0	8	0	0	0	0	0	0	0	0	0	0	12	$780.00	$2,940.00
103.1.7	Project Presentations Phase 1	4	0	16	0	0	0	0	0	0	0	0	0	0	20	$520.00	$3,920.00
103.1.7A	Project Presentations Phase 2	4	0	16	0	0	0	0	0	0	0	0	0	0	20	$520.00	$3,920.00
103.1.7B	Project Presentations Phase 3 Transit Stations, Welcome to LV Sign	4	0	16	0	0	0	0	0	0	0	0	0	0	20	$520.00	$3,920.00
103.1.8	Project Permits	0	0	6	0	0	0	0	0	0	0	0	0	0	6	$0.00	$930.00
103	Subtotal Hours	62	12	606	2164	980	32	0	0	0	0	0	0	0	3,856		
103	Subtotal Fee	$14,260.00	$2,520.00	$93,930.00	$270,500.00	$112,700.00	$2,080.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$125,521.00	$621,511.00
	Phase 1 90% Subtotal Hours	22	4	210	816	364	12	0	0	0	0	0	0	0	1,428	$52,003.00	$236,093.00
	Phase 1 90% Subtotal Fee	$5,060.00	$840.00	$32,550.00	$102,000.00	$41,860.00	$780.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		Check	$236,093.00
	Phase 2 90% Subtotal Hours	20	4	240	896	408	12	0	0	0	0	0	0	0	1,560	$35,223.00	$237,563.00
	Phase 2 90% Subtotal Fee	$4,600.00	$840.00	$37,200.00	$112,000.00	$46,920.00	$780.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		Check	$237,563.00
	Phase 3 90% Subtotal Hours	20	4	156	452	208	8	0	0	0	0	0	0	0	848	$38,295.00	$148,855.00
	Phase 3 90% Subtotal Fee	$4,600.00	$840.00	$24,180.00	$56,500.00	$23,920.00	$520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		Check	$148,855.00
104	100% DESIGN PHASE																
104.1.1	100% Pre-Final (Bond) Submittal Phase 1	10	4	96	360	200	8	0	0	0	0	0	0	0	678	$11,860.00	$98,400.00
104.1.1A	100% Pre-Final (Bond) Submittal Phase 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
104.1.1B	100% Pre-Final (Bond) Submittal Phase 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
104.1.1.2	100% Final (Mylar) Submittal Phase 1	10	2	32	200	72	14	0	0	0	0	0	0	0	330	$3,990.00	$45,860.00
104.1.1.2A	100% Final (Mylar) Submittal Phase 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
104.1.1.2B	100% Final (Mylar) Submittal Phase 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
104	Subtotal Hours	20	6	128	560	272	22	0	0	0	0	0	0	0	1,008		
104	Subtotal Fee	$4,600.00	$1,260.00	$19,840.00	$70,000.00	$34,000.00	$1,430.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$15,850.00	$144,260.00
	Phase 1 Pre-Final Subtotal Hours	10	4	96	360	200	8	0	0	0	0	0	0	0	678	$11,860.00	$98,400.00
	Phase 1 Pre-Final Subtotal Fee	$2,300.00	$840.00	$14,880.00	$45,000.00	$23,000.00	$520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		Check	$98,400.00
	Phase 1 Final Subtotal Hours	10	2	32	200	72	14	0	0	0	0	0	0	0	330	$3,990.00	$45,860.00
	Phase 1 Final Subtotal Fee	$2,300.00	$420.00	$4,960.00	$25,000.00	$8,280.00	$910.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		Check	$45,860.00
	Total Basic Services Hours	365	44	1,686	4,876	2,076	70	0	0	0	0	0	0	0	9,117		
	Total Basic Services Fee	$83,950.00	$9,240.00	$261,330.00	$609,500.00	$241,460.00	$4,550.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$535,131.00	$1,742,441.00
	Phase 1 Subtotal Hours	245	32	1,106	3,376	1,460	60	0	0	0	0	0	0	0	6,269	$422,903.00	$1,250,553.00
	Phase 1 Subtotal Fee	$56,350.00	$6,720.00	$171,430.00	$422,000.00	$167,900.00	$3,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		Check	$1,250,553.00
	Phase 2 Subtotal Hours	63	6	336	976	408	12	0	0	0	0	0	0	0	1,801	$60,663.00	$298,193.00
	Phase 2 Subtotal Fee	$14,490.00	$1,260.00	$52,080.00	$122,000.00	$46,920.00	$780.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		Check	$298,193.00
	Phase 3 Subtotal Hours	57	6	244	524	208	8	0	0	0	0	0	0	0	1,047	$51,565.00	$193,695.00
	Phase 3 Subtotal Fee	$13,110.00	$1,260.00	$37,820.00	$65,500.00	$23,920.00	$520.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		Check	$193,695.00

PHASING FEE CHECK: $1,742,441.00

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	$100,000	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 **Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.

402.5.4 **BUY AMERICA(N) COMPLIANCE**

Consultant and subconsultants at all tiers shall:

-Verify that each product model specified is in compliance with the appropriate Buy America or Buy American provisions as directed by the City's Representative. Verification shall generally consist of a copy of a letter, notice, or web page from the material manufacturer, supplier or vendor stating the specified material's compliance with the specific required Buy America(n) act or provision.

-Include the appropriate Buy America(n) requirement language in each specification section providing construction materials.

-Verify Contractor submittals provide evidence of compliance for products that the designer has not previously verified during design. Verify Contractor has submitted a certificate in proper form from the manufacturer if Buy America is required.

-Compile an organized written record of the construction material verifications for the Project and deliver this record to the City upon completion of the Project and upon request during the progress of the work.

-Remove and replace any foreign goods and compensate the City for any reduction of federal funding caused by the Consultant's and subconsultant's failure to comply with the required Buy America(n) provisions.

402.5.5 **Public and Stakeholder Meetings** – As required by the City, Consultant shall attend and participate in public meetings and stakeholder coordination meetings to present project progress and design methodology.

402.5.6 **Sahara Gateway Feature Design** – As required by the City, Consultant shall coordinate with the City's hired subconsultant, providing supporting exhibits, project files, review of design, and coordination with local agencies, for Sahara Gateway Feature design. Subconsultant will be selected by the City

402.5.7 **Utility Potholing** – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities.

402.5.8 **Waterline Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines. Design the relocation of approximately 2500 LF of 8-inch ACP waterline, new size to be confirmed with LVVWD, exact limits and scope of relocation to be determined by the LVVWD as part of the Voluntary Betterment Program. Design the replacement of cast iron fire hydrant laterals off 16-inch MLCP waterline from main line to new location as required by LVVWD; LVVWD will determine cast iron laterals to be replaced. Design the replacement of 16-inch MLCP waterline cast iron appurtenances as required by LVVWD; LVVWD will determine cast iron appurtenances to be replaced. Coordinate with LVVWD Planning staff, attending meetings, provide roadway and storm drain design information to LVVWD to assist with locating future facility alignments.

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500:
ARTICLE 501: 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.

CLASSIFICATION	RATE	UNIT
Sr. Project Manager	$230	Per Hour
Senior Transportation Engineer	$210	Per Hour
Project Engineer II	$155	Per Hour
Designer II	$125	Per Hour
Designer I	$115	Per Hour
Clerical	$65	Per Hour

ARTICLE 502: SUB-CONSULTANT HOURLY RATES

502.1 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 VTN Engineering	RATE	UNIT
Project Manager	$150	Per Hour
Engineer	$140	Per Hour
Design/Drainage Technician	$110	Per Hour
Specification Writer	$0	Per Hour
Technician / CADD Operator	$0	Per Hour
Clerical	$60	Per Hour

SUBCONSULTANT #2 Southwick and Associates	RATE	UNIT
Principal Landscape Architect	$190	Per Hour
Project Manager	$130	Per Hour
Landscape Architect	$120	Per Hour
Specification Writer	$0	Per Hour
Technician / CADD Operator	$90	Per Hour
Clerical	$65	Per Hour

SUBCONSULTANT #3 TJK Consulting Engineers	RATE	UNIT
Project Principal	$225	Per Hour
Project Manager	$135	Per Hour
Designer	$80	Per Hour
Senior Drafter	$55	Per Hour
Drafter	$50	Per Hour
Account Manager	$75	Per Hour

ARTICLE 503: ADDITIONAL SERVICES RATES

503.1 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

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

503.3 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.

503.4 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	Senior Trans. Engineer	Project Engineer II	Designer II	Designer I	Clerical	POSITION	POSITION	POSITION	POSITION	POSITION	POSITION	POSITION	HOURS SUBTOTAL	Direct Expenses	Lump Sum Task Amounts
		$230	$210	$155	$125	$115	$65	$0	$0	$0	$0	$0	$0	$0			
	ADDITIONAL SERVICES																
402.5.2	Additional Design Services	14	12	104	240	180	0	0	0	0	0	0	0	0	550	$0.00	$72,560.00
402.5.3	Additional Topographic Survey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$7,440.00	$7,440.00
402.5.4	Buy America	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
402.5.5	Public and Stakeholder Meetings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
402.5.6	Sahara Gateway Entry Treatment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
402.5.7	Utility Potholing	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$20,000.00	$20,000.00
402.5.8	Waterline Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0.00	$0.00
	Total Additional Services - Hours	14	12	104	240	180	0	0	0	0	0	0	0	0	550		
	Total Additional Services - Fee	$3,220.00	$2,520.00	$16,120.00	$30,000.00	$22,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		$27,440.00	$100,000.00

ARTICLE 504: REIMBURSABLE EXPENSES

504.1 The following Reimbursable Expenses are allowed:

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

504.2 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.

504.3 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.

504.4 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.

504.5 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.

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

504.6.1 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.

504.6.2 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.

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

504.6.4 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: Gina Venglass

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Kristina Swallow

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** #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.

602.1.1 CIVIL ENGINEER: VTN Engineering

602.1.2 ELECTRICAL ENGINEER: TJK Consulting Engineers

602.1.3 LANDSCAPE DESIGN: Southwick and Associates

602.1.4 GEOTECHNICAL ENGINEER: NOVA Geotechnical and Inspection Services

602.1.5 LAND SURVEYOR: VTN Engineering

602.1.6 POTHOLING: AZTEC Engineering

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
DISCLOSURE NOT REQUIRED - FEE IS $25,000 OR LESS

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:** Las Vegas Blvd Stewart Ave to Sahara Ave
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 ☒ 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

2/23/15
Date

State of Nevada
County of Clark

Subscribed and sworn to before me this 23 day of February, 2015 by James Caviola **

_____
Notary Public

JESSICA FLORES
Notary Public, State of Nevada
Appointment No. 02-77717-1
My Appt. Expires Sept. 11, 2018

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 2015

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

SUBJECT:
For possible action to approve award of Contract No. 150098-TB, Prime Design Services Contract for Water Pollution Control Facility Stress Testing and Effluent Dechlorination Improvements located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: HDR ENGINEERING, INC. ($1,326,900 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,326,900
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project will physically stress test and computer model the hydraulic and process limitations of the de-nitirification plant to establish operating limits and optimize chemicals. Consultant will provide bidding documents, drawings and specifications to modify the sodium bisulfite feed, sampling equipment, housing, chemical piping and system modifications for the aeration basins. The project also includes training on these systems for WPCF staff. Award of this contract is recommended by the City of Las Vegas consultant selection committee based upon the 2012 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. HDR Engineering, Inc. has an office in Las Vegas, Nevada.

PCC: T. Boyce POC: Nick Golz - (702) 443-3772

RECOMMENDATION:
That City Council approve award of Contract No. 150098-TB, Prime Design Services Contract for Water Pollution Control Facility Stress Testing and Effluent Dechlorination Improvements to HDR Engineering, Inc. in the amount of $1,326,900. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 150098-TB
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES CONTRACT FOR WPCF STRESS TESTING & EFFLUENT DECHLORINATION IMPROVEMENTS

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **333 North Rancho Drive, Las Vegas, Nevada 89106**, and **HDR ENGINEERING INC.**, (the "Consultant"), a **Nevada Corporation**, whose address is **6750 Via Austi Parkway, Suite 350, Las Vegas, NV 89119**.

W I T N E S S E T H:

WHEREAS, the City intends to construct the **WPCF STRESS TESTING & EFFLUENT DECHLORINATION IMPROVEMENTS** (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 C. Jones, C.P.M., CPPO Date
Manager, Purchasing & Contracts

ATTEST

_____
Beverly K. Bridges, MMC, City Clerk Date

APPROVED AS TO FORM

John S. Ridilla 3/3/15
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By_____
Kris Agers, HDR Engineering Inc.

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

The City of Las Vegas (CLV) has engaged HDR on three related tasks at the Water Pollution Control Facility (WPCF).

CLV is completing modifications to the Nitrification activated sludge basin to allow the process to operate in one of two modes: (1) nitrification/denitrification mode (NDN Mode); (2) enhanced biological phosphorus removal (EBPR) mode with nitrification/denitrification or A2O mode (A2O mode is similar to the current BNR plant mode). The modifications will create 3 trains (Basins 1-6), each consisting of 2 passes, that can operate in either NDN or A2O mode; one single pass train (Basin 7) remains in Nitrification mode only. The design capacity of the new plant in NDN mode is 36 mgd at maximum month loading conditions with all 3 trains in service. Completion of this project gives WPCF staff an opportunity to physically stress test, and then computer model the hydraulic and process limitations of the plant in its new configuration. CLV has asked HDR to coordinate with WPCF staff to establish and approve a Testing Plan protocol to control the testing and modeling phases, and establish criteria and goals for the Final Stress Test Report. While performing this stress testing and computer modeling, HDR and WPCF staff can also assess the optimum use of soda ash (preferably elimination), and review the use of alternative chemicals. The outcome of this detailed testing, study, and modeling process will establish minimum and maximum flow rates (and loading) to process trains, review and optimize the addition of chemicals for process control, and reduce or eliminate the use of soda ash at Basins 1-6. Basin 7 may require a dedicated soda ash or alternative chemical feed system be installed. Modifications to (or demolition of) the soda ash or alternative chemical feed system are proposed to be included with the bidding documents for other effluent system improvements noted below.

Reduced flow has also caused mixing issues in the plant effluent line and dechlorination system. Reduced flow to the plant has caused an on-going mixing issue at the static mixer just downstream of the existing sodium bisulfite dosing area on the plant effluent line. The existing stainless steel baffle mixer was designed for a higher (deeper) effluent flow, and therefore the lower flow is resulting in poor mixing, significant chlorine off-gassing and associated corrosion of stainless steel gates and equipment. Plant staff have addressed this mixing issue temporarily by relocating chlorine sampling equipment downstream near the final discharge of the plant, which takes advantage of natural (but uncontrolled) mixing in the static mixer vault structure and in the effluent pipe itself. However, due to the uncontrolled nature of this mixing zone, plant staff cannot be sure that they are not over-dosing either chlorine or sodium bisulfite (or both) to compensate for the uncontrolled mixing. Relocation of the sodium bisulfite feeds to a better mixing zone, such as the discharge of the chlorine contact basins, will result in a more controlled and thorough mixing zone, enabling staff to optimize the chlorine and bisulfite feed rates. A final polishing feed of sodium bisulfite could be included at the existing location (with a proposed, active mixer) to ensure permit limits are met. The existing chlorine and sodium bisulfite sampling and dosing systems are also scheduled for replacement during this project, including adequate housings, as may be identified as needed during the study.

To accomplish this set of tasks on the dechlorination system, CLV has requested HDR to perform a study and provide a technical memorandum to address the effluent sodium bisulfite mixing and dechlorination system instrumentation improvements. During the study phase, condition assessment of existing concrete and stainless steel shall be performed at study locations (where they can be kept in service) for dosing locations and areas where sampling equipment and feed systems are recommended to be installed. After acceptance of the study by WPCF staff, HDR will provide bidding documents, drawings, and specifications to modify the sodium bisulfite feed(s), sampling equipment, housing(s) (as needed), chemical piping, and the aforementioned soda ash system modifications for the aeration basins. Control descriptions shall be provided for SCADA programming to proposed instrumentation.

After conclusion of the effluent system improvements design, and plant stress testing report, HDR will also update the existing plant Operations and Maintenance Manuals to address the new process/capacity limitations and show the dechlorination system improvements and describe operations changes.

The third and final set of tasks addresses needed training for WPCF Operations staff. With all of the changes to the WPCF in recent years, plant management has recommended updated training for their Operators. This training will include a multi-session course covering topics in General Activated Sludge and Biological Nutrient Removal (BNR), specific changes to the WPCF for BNR, specific changes to the WPCF Denitrification Facility (under construction), and general Q&A from Operators and Laboratory staff. Live training sessions will also be converted into online courseware by 360Water Inc (sub-consultant) and hosted online for future use by CLV staff. As part of this project, HDR has already provided training to WPCF Operators in 2013 to cover revised plant operations and changes for the on-going

Denitrification system construction. HDR has also already provided BNR piping modification designs during construction of the denitrification improvements, the services for which are also included in this project.

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 and Special Provisions, for the project described in Section 100.1.1, that are whole and complete, technically accurate, biddable and constructible, meeting the City's reasonable needs and expectations. All design, re-design, coordination, permitting, quality control review, meeting attendance, bid phase assistance, 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 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. 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 Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Special Provisions", incorporated herein by reference, into the Contract Documents prepared for bidding for 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.

100.6.12 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

100.6.15.1 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.

The design process used to generate the construction documents for the system will be three dimensional, which means that all finite elements will have an x, y, and z coordinate. The improvement plans for the project will be produced using AutoCAD Civil 3D objects:

- The aerial topography will be converted to a three-dimensional surface of the existing topography
- The system, including sewer, storm drain laterals, will be designed using Pipe Networks resulting in a fully three-dimensional (3-D) model of the proposed system
- Crossings of the sewer and storm drain system by existing utilities will be included in the 3-D model and based on pothole data
- Proposed relocations of water and sewer will be designed three-dimensionally using Pipe Networks
- Grading of any channel or roadway-type structures will be performed using Corridors to produce a 3-D model.
- Three-dimensional grading where more site specific information is required will be accomplished using Feature Lines.
- Surface elements of the design will be designed three-dimensionally.
- Field survey of the existing utilities and structures (locations and elevations) will be incorporated into the 3-D surface of the existing topography.

Specifications shall be prepared in City standard format using the software program Microsoft Word 2007 or newer release. The use of any other software for plan or specifications production requires prior written approval from the City's Representative.

100.6.15.2 All drawing submittals, except the final submittal, submitted by the Consultant will be printed on white bond paper. The final construction drawings will be printed on 4 mil, double matte mylar. All full size reproducible copies will be on 24" x 36" sheets and all half size reproducible copies shall be on 11"x17" sheets (representing true half size of the full size plans). Consideration shall be given to legibility of hatching and shading for reproduction of all sizes of plans. **Plans that do not meet these requirements will not be accepted. Submittals shall be accompanied by all associated electronic files.**

100.6.15.3 Special Provision format will follow the City standard provided to the Consultant. Special Provisions shall be stamped and signed by the appropriate design professional. **Special Provisions that do not meet these requirements will not be accepted.**

100.6.15.4 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. In addition, the Consultant will submit electronic files of the Special Provisions in Microsoft Word format and one comprehensive Adobe PDF file, with appropriate formatting, of the entire set of Special Provisions. All electronic files shall be submitted on either a CD-ROM, DVD disk, or other electronic media that can be read by any industry standard hardware. **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.**

100.6.15.5 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.

100.6.16 Cost Estimates

100.6.16.1 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.**

100.6.17 Construction Change Orders

The City has a formal construction contract change order approval process. Proposed construction change orders are negotiated and reviewed by City Engineering and Construction Management staff (and the construction management consultant when one has been retained). Construction change orders are then reviewed for approval by the City Change Order Committee. Part of that approval process will be checking a box on the Change Oder Tracking Form indicating the reason for the construction change order based on information available to the committee at that time. If the construction change order appears to relate to a consultant design deficiency then either the Reason Code box "E&O Value" or "E&O No Value" will be checked. "E&O" value will be checked if it appears the apparent design deficiency results in added cost to the project but all, or a substantial part, of that cost would have been incurred in the original bid if the deficiency did not exist. "E&O No Value" will be checked if it appears that little or no cost to the project would have occurred if the deficiency did not exist. The City may use this data, as well as any other relevant data, in exercising its rights under this Contract to seek compensation for Consultant errors and omissions.

The City will make reasonable efforts to copy all approved construction change orders (with the tracking form included) and construction change directives to the consultant In order to provide the consultant an opportunity to prevent similar instances from occurring on future projects, to allow the consultant to review the potential for similar instances to occur during the progress of this project (and to work with City and Contractor to minimize the potential for future financial impacts when possible regardless of the reason code box checked) and to give advance notice to Consultant to prepare for potential financial impacts to the Consultant and/or for the Consultant to provide documentation to the City as whether the appropriate reason code box has been checked.

There may, at times, be a benefit for the consultant to review construction change orders or construction change directives prior to final negotiation and approval. This could provide the consultant with an opportunity, prior to finalization, to determine that a proposed construction change order or construction change directive may be excessively priced, not a legitimate change in the scope of the Contractor's work, outside of the Consultant's scope of work, detrimental to the Consultant's design, uncoordinated with the Construction Documents, potentially harmful to public safety, or a violation of codes, laws and regulations. Therefore the City will make reasonable efforts to notify the consultant of possible construction change orders or construction change directives prior to final negotiation and approval. And to, when appropriate, request the consultant to sign acknowledgement and concurrence on the final construction change order or construction change directive or to make formal revisions to the plans and/or specifications. However, given time constraints and the need to limit Contractor delay claims (that can often quickly exceed the cost of the construction change order), advance notice to the consultant is not always possible or practical. And, in fact, potential construction change order work, including force account work, is sometimes allowed to proceed prior to any construction change order being drafted or reason code applied by City.

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:

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.

100.6.18.1 Article 101 – Preliminary and General Items

100.6.18.2 Article 102 – WPCF Stress Testing Program

100.6.18.3 Article 103 – Effluent Dechlorination Improvements 30% Design Phase

100.6.18.4 Article 104 – 70% Design Phase

100.6.18.5 Article 105 – 90% Design Phase

100.6.18.6 Article 106 – 100% Design Phase

100.6.18.7 Article 107 – Bid Phase

100.6.18.8 Article 108 – Construction Phase

100.6.18.9 Article 109 – Post Construction Phase

100.6.18.10 Article 110 – Operations & Maintenance Manual Updates

100.6.18.11 Article 111 – WPCF Staff Training

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 six (6) 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 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. The Consultant shall perform Subsurface Utility Engineering (SUE) as identified herein, identify potential utility conflicts and meet with the affected utilities to ensure timely resolutions for the utilities 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 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 The Consultant shall prepare a utility conflict schedule and pothole plan to advise the City's Representative of any utility conflicts, coordinate utility requests for information, monitor status of proposed utility projects within the projects limits and meet as required with utility companies to resolve conflicts. Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.

101.3.2.1 Preparation of minor utility relocation plans, by the Consultant and coordination for incorporation of those prepared by the Utility Companies themselves, that were anticipated by the Consultant, or reasonably should have been, at the time of this Contract shall be considered incidental to this task and no other applicable design tasks.

101.3.2.2 Coordination with utilities, incorporation of utility plans, and preparation of designs by the Consultant in relation to new services, connections for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines) that were anticipated by the Consultant, or reasonably should have been, at the time of this Contract shall be considered incidental to this task and no other applicable design tasks.

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 The Consultant shall submit design plans for review from the various utility companies for the 30%, 70%, 90% and Pre-Final submittals.

101.3.5 The Consultant shall submit design plans for review and obtain approval signatures from the various utility companies on final mylar prints prior to submitting to the City of Las Vegas.

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

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

101.3.8 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.

101.3.9 Deliverables: Project Plans to be sent to the Utility Companies at each design level (30%, 70%, 90% and 100%); and final mylar's with impacted utilities approval signatures.

101.4 Project Permits

101.4.1 Consultant shall identify all permits needed for the Project. Consultant shall prepare all correspondences and permit applications for the regulating agencies and assist the City in obtaining required permits.

101.4.2 The following permits are anticipated for this project :

101.4.2.1 Clark County Dust Control Permit

101.4.2.2 Clark County Grading Permit

101.4.2.3 Clark County Wall Permit

101.4.3 During the design process, the Consultant shall provide a permit matrix which will determine the permits needed for the Project. A summary matrix of required permits shall be prepared by the Consultant and included in the Design Report. Any required permits not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

101.4.4 Deliverables: Matrix of require permits; correspondence; preparation of permit applications.

101.5 Quality Assurance & Quality Control Program

101.5.1 Consultant shall prepare a Project Guide identifying the project's team, lines of communication, scope of services, budgets, task assignments, quality control (QC) plan, health & safety, project administration, and project closeout procedures. Up to five (5) copies of the Project Guide will be delivered to the City, and an updated version will be available electronically.

101.5.2 Consultant to conduct a Project Approach and Resource Review (PARR) internally at approximately 10% progress. The PARR is a technical review intended to: compare the technical approach and scope of work with the City's needs and expectations, identify and plan for project risks, evaluate project staffing and Quality Control team, and evaluate project tools and resources to be used. Recommendations from the PARR will be incorporated into the Quality Control Program and updated in the Project Guide.

101.5.3 Consultant to perform QC reviews of work products at various stages in the project as identified in the scope of work.

ARTICLE 102: WPCF Stress Testing Program

102.1 Develop Stress Testing Plan

102.1.1 Determine the capacity of the modified basins when operating in NDN & A20 modes

102.1.1.1 Prepare plan to conduct full scale stress tests to demonstrate the capacity. Use the stress testing to collect data for model calibration and to assess the reliability of the process.

102.1.1.2 Calibrate the process model and use the calibrated model to assess the performance of the process under different operating conditions. Since stress testing captures one operational condition (month or more of operation) the calibrated model is used to determine the performance under higher or lower loading conditions.

102.1.1.3 Investigate the optimal flow split between the existing BNR basin and the new activated sludge. Consider base loading one plant versus equal flow split between the two facilities.

102.1.1.4 Evaluate the implications (tradeoffs, benefits, capacity) relying on EBPR or relying on chemical addition to the primaries for phosphorus removal.

102.1.2 Document Performance Objectives: Effluent from the modified Nitrification train is blended with BNR effluent before filtration. The performance objectives for the effluent from the modified Nitrification facility shall include NDN and A20 mode targets for BOD, TSS, NH4, NOx or NO3, PO4-P, and TP.

102.1.3 Prepare Testing Plan Approach: Stress testing and data collection will entail the following: data collection and analysis, stress testing of the facilities, special testing, modeling, and report preparation.

102.1.3.1 Data Collection and Analysis: Collect current plant data to set the current performance. Tasks include:

102.1.3.1.1 Collect 3 years' data from plant data and analyze trends.

102.1.3.1.2 Use current primary effluent from plants 1-4 as indicative of operation under NDN mode, and primary effluent from Plants 5-6 as indicative of composition without ferric added

102.1.3.1.3 Determine annual average (AA), max month (MM), and max day (MD) flow and load conditions

102.1.3.1.4 Establish diurnal and wet peak flow pattern to apply to analysis

102.1.3.1.5 Verify current studies and facility sizes

102.1.3.1.6 Obtain copies of special reports, including Offgas testing report (Stenstrom, 2014)

102.1.3.1.6.1 Consultant understands that Prof. Stenstrom (UCLA) recently completed off gas testing at this modified Nitrification facilities. His report will be used as the basis for aeration system evaluations.

102.1.4 Document Preliminary Assumptions for Stress Testing of Facilities

102.1.4.1 Conduct process testing in 2 phases for NDN and A2O mode respectively. Since the RAS is comingled, these tests must be completed with the entire complex operating in one mode.

102.1.4.2 The plant will be operated with 2 trains in service under different flow conditions: one 12 mgd (design) and one at 14 mgd (or selected alternative flow). Data collection will be dynamic to enhance the ability to model the performance.

102.1.4.3 Preliminary test sequence:

102.1.4.3.1 Operate one train for 4 weeks under the consistent loading condition to develop steady state conditions. Operate at design loading in NDN mode.

102.1.4.3.2 Operate second train at same SRT, lower loading. This is to provide additional biomass for testing.

102.1.4.3.3 Collect common operational data to monitor process.
102.1.4.3.4 Collect 2 week's intensive data from test train. The data collection will establish the steady state performance with samples from interim locations and diurnal testing.
102.1.4.3.5 Repeat for higher loading rate or operational mode (switch from NDN to A2O mode).

102.1.5 Develop Stress Test Plan
102.1.5.1 Include details of the test sequence, operational conditions, sampling requirements for each phase (number, location, type tests, frequency), staffing, online measurements, etc.
102.1.5.2 Identify online data collection for measures such as flow, peak flow, blower usage, chemical feed, operational monitoring (DO, SVI, etc). Develop a spreadsheet for data entry.
102.1.5.3 Meet with staff to discuss test plan and operational requirements
102.1.5.4 Meet with lab staff to discuss laboratory requirements. Determine back-up strategy if sampling is too much for lab staff to manage
102.1.5.5 Determine use of online instruments, or list instruments for City to acquire (may be temporary)
102.1.5.6 Determine staffing impacts
102.1.5.7 Establish operating strategy for setting loading conditions
102.1.5.8 Define data collection, recording, and transfer of data approach
102.1.5.9 Develop strategy to bring trains online/offline and shift flow between BNR and NDN facilities to provide flow for stress testing
102.1.5.10 NOTE: This contract does not include a Batch Kinetic Test (Special Study) or Optimization of the BNR Facility

102.1.6 Develop Special Studies and procedures (Diurnal Loading Sampling and Off-Gas Testing) to assess conditions under elevated loading, modeling needs, and operational features.
102.1.6.1 Develop a testing regime for soda ash optimization and/or alternative chemicals to be recommended

102.1.7 Describe and define BioWin Process Modeling objectives, and confirm the data to be modeled from the Stress Testing.

102.1.8 Confirm the Report Outline for the Final Stress Testing Report.

102.1.9 Deliverables:
102.1.9.1 Testing Schedule
102.1.9.2 Inventory of Laboratory Tests required, and plans to execute onsite at WPCF (include offsite lab testing if necessary)
102.1.9.3 Preliminary Report Outline for the Final Stress Testing Report
102.1.9.4 Five (5) bound hard-copies of the Draft & Final Stress Testing Plan(s)
102.1.9.4.1 Two (2) electronic copies of the Draft & Final Stress Testing Plan(s) on CD/DVD

102.2 Conduct Stress Testing & Studies

102.2.1 HDR to conduct meeting to establish startup, schedule, communications, roles

102.2.2 Provide full-time onsite observation of Stress Testing activities, and coordination with WPCF Staff, to ensure proper execution of the Testing Plan.
102.2.2.1 During the first week of intensive sampling/testing, two process engineers will be onsite, so that one can act as backup in the event of an emergency.
102.2.2.2 For purposes of this Contract, up to 10 weeks of onsite observation and coordination is included to facilitate:
102.2.2.2.1 8 weeks of intensive sampling during the NDN and A2O testing periods
102.2.2.2.2 5 days to observe and verify steady state conditions prior to each intensive sampling testing period
102.2.2.2.3 5 days to prepare a backup engineer to take on the intensive sampling regime in case of emergency
102.2.2.3 NOTE: WPCF Staff are responsible for establishing and stabilizing steady state conditions for each phase of testing. Consultant staff (onsite and by conference call) will advise, but the 4 week stabilizing periods are not observed.

102.2.3 Consultant to conduct conference calls to monitor progress, problems, and make adjustments as required. Initially, calls will be more frequent (daily for a week) and less later (weekly) as required.
102.2.3.1 Modify plan as required to meet unforeseen circumstances
102.2.3.2 Review data daily and weekly for trends. Ascertain if sufficient performance data has been collected before moving to next phase

102.2.4 Conduct Special Studies as per the approved Testing Plan
102.2.4.1 Diurnal loading sampling.
102.2.4.1.1 Conduct two sampling events for each loading condition
102.2.4.1.2 Sample points: primary effluent, aeration basin, clarifier effluent, blower, wasting, RAS, blanket depth, etc
102.2.4.1.3 Sample frequency: grab sample once per hour (change with location)

102.2.4.1.4 Analysis: analysis change with sample location. Typical parameters include BOD, TSS, VSS, COD, ffCOD, NH4, TKN, PO4-P, TP, Alkalinity, temperature, NO2+NO3
102.2.4.1.5 Monitor and record: flows, temperature, blower supply, wasting rate
102.2.4.2 Off gas testing as per the approved Testing Plan and Prof. Stenstrom's report
102.2.4.3 Test optimization or elimination of Soda Ash as per the approved Testing Plan
102.2.4.3.1 Provide recommended alternatives to soda ash addition, particularly at Basin 7 where soda ash (or alternative) is still likely required.

102.2.5 Deliverables
102.2.5.1 Meeting minutes and conference call logs
102.2.5.2 Written modifications to the Testing Plan, if necessary
102.2.5.3 Daily reports and sampling logs from the onsite testing coordinator (process engineer)
102.2.5.4 Testing Data in draft form (available on request)

102.3 Plant Capacity Modeling

102.3.1 Update and recalibrate the process BioWin model with data collected during stress testing:
102.3.1.1 Determine influent characteristics
102.3.1.2 Develop influent itinerary (diurnal loading to simulate dynamic loading conditions)
102.3.1.3 Select average, max month, and peak day flow patterns
102.3.1.4 Model process for both operational modes (NDN, A2O)
102.3.1.5 Based on stress testing data, model Soda Ash (or alternative chemicals) and attempt to eliminate at NDN trains other than Basin 7.
102.3.1.6 Meet with WPCF staff to present and discuss results and future conditions
102.3.1.7 Determine the process capacity under both modes

102.3.2 Deliverables
102.3.2.1 Updated and Calibrated BioWin model
102.3.2.2 Modeling appendices and output (electronic files)

102.4 Final Stress Testing Report

102.4.1 Prepare final Stress Testing Report, including these tasks:
102.4.1.1 Prepare and submit Draft Stress Testing Report to WPCF Staff
102.4.1.2 After CLV review, conduct onsite meeting with WPCF staff to review the conclusions and recommendations of the report. Prepare meeting minutes.
102.4.1.3 Based on final comments from CLV staff, prepare and submit the Final Stress Testing Report. A preliminary report outline is given below. This will be adjusted pending final scope and test results and investigation results.
102.4.1.3.1 Preliminary Report Outline
102.4.1.3.1.1 Executive Summary
102.4.1.3.1.2 Introduction
102.4.1.3.1.2.1 Purpose and Objectives of Process Testing Plan
102.4.1.3.1.2.2 P1-82 Facility Upgrade Summary
102.4.1.3.1.2.3 Organization of Report
102.4.1.3.1.3 Methodology
102.4.1.3.1.3.1 Test Plan Approach
102.4.1.3.1.3.2 BioWin™ Calibration
102.4.1.3.1.4 Results and Data Analysis
102.4.1.3.1.4.1 Data Collection
102.4.1.3.1.4.2 NDN Operation
102.4.1.3.1.4.3 A2O Operation
102.4.1.3.1.4.4 Results Summary
102.4.1.3.1.5 Discussion
102.4.1.3.1.5.1 Confirm Process Design
102.4.1.3.1.5.2 BioWin™ Modeling - General Observations
102.4.1.3.1.5.3 Facility Constraints and Improvements
102.4.1.3.1.6 Capacity Projections
102.4.1.3.1.6.1 MLE Mode
102.4.1.3.1.6.2 A2O mode
102.4.1.3.1.6.3 Flow routing between Modified MLE and BNR
102.4.1.3.1.6.4 Total Plant Optimization
102.4.1.3.1.7 Conclusions and Recommendations

102.4.1.3.1.8 References
102.4.1.3.1.9 Appendixes

102.4.2 Deliverables
102.4.2.1 Workshop meeting minutes
102.4.2.2 Up to three (3) hard copies (bound) of Draft & Final Reports, two (2) electronic copies on CD/DVD

ARTICLE 103: EFFLUENT DECHLORINATION SYSTEM STUDY - 30% DESIGN PHASE

103.1 Survey

103.1.1 Horizontal Control. The official horizontal coordinate system of the City of Las Vegas is the Nevada Coordinate Reference System (NCRS). The appropriate NCRS zone is dependent on the geographic location of the project and should be determined prior to any surveying activities. The official geodetic datum and current reference frame of the City of Las Vegas is NAD 83 (2011) epoch 2010.0. The use of any other reference frame will require approval of the City Surveyor. For detailed information on the NCRS contact the City of Las Vegas' Survey Section.

103.1.2 Vertical Control. All vertical control is to be established using benchmarks included in the City of Las Vegas Vertical Control Network. The official datum of the City of Las Vegas is NAVD 88. Only elevation values currently published as the "City of Las Vegas 2008 Adjustment" are to be used. The use of a prior Vertical Control Network adjustment will require approval of the City Surveyor.

103.1.3 Control Survey. Perform control survey to establish adequate control for all boundary location and topographic mapping necessary for the limits and purpose of the project. Existing monuments within the project limits and control panels set for the purpose of aerial mapping will be incorporated into the control survey.

103.1.4 Boundary Survey – not included with this Contract. Project is within the boundary of the WPCF.

103.1.5 Record of Survey – not included with this Contract. Project is within the boundary of the WPCF.

103.1.6 Survey Control Plan. Survey Control Plans shall be included in the plan set, and must be stamped by a Nevada licensed Professional Land Surveyor (PLS) per NAC 625. A separate Horizontal Control Plan showing proposed project geometry may be utilized in the plan set stamped by a Nevada licensed Professional Engineer (PE) per NAC 625.

103.1.7 Survey Monument Inventory. All survey monuments within or adjacent to the limits of proposed construction activities shall be clearly identified on the plan and profile sheets (or demolition/removal sheets when applicable), to aid in the preservation and replacement of survey monuments during construction.

103.1.8 Design Topographic Survey. Aerial surveys and conventional field surveys of all surface features within the project limits will be used to develop engineering base drawings and digital terrain models (DTM). Survey limits shall extend a minimum of 150 feet in each direction past the curb returns at all major cross streets, 100 feet at minor cross streets. Aerial mapping specifications are to include a minimum mapping scale of one inch equals forty feet and a minimum contour interval of one foot. Consultant shall perform adequate conventional field surveying to verify aerial survey accuracy. Consultant shall compile 2D planimetrics of all topographic features within project limits utilizing all applicable aerial and conventional field survey data within project limits. Consultant shall produce an existing ground DTM (in a Civil 3D Surface format) utilizing all applicable aerial and conventional field survey data within project limits. Consultant shall perform field inspection of aerial survey data to ensure inclusion and proper identification of surface features, as well as confirming data reflects current conditions. In the event that aerial survey data is insufficient in particular areas to complete design topographic survey tasks as listed above, the consultant shall conduct supplemental conventional field survey where necessary.

103.1.8.1 Topographic Features. The following surface features within the project limits are to be included (but not limited to): curb, gutter, sidewalk, edge of pavement, driveways, handicap ramps, parking, walls, fences, buildings, vegetation, signs, traffic markings, manholes, vaults, pullboxes, pedestals, utility poles, overhead lines, catch basins and other surface indications of subsurface utilities. Sewer manholes, storm drain manholes, catch basins and water valves are to be measured at and below the surface. Appropriate survey methods are to be used to obtain elevations of sewer and drainage improvements.

103.1.8.2 The Consultant will coordinate any required private property access with the City's Representative.

103.2 Right-of-Way

103.2.1 Consultant will use the City's Right-of-Way Plats, Title Reports that the City has on file, Parcel Maps, Records of Survey, plats and any other documentation necessary to identify and establish the right-of-way limits. Consultant will establish existing property lines and label all

lots with the current owners name and APN and encumbrances in areas where right-of-way is to be acquired. Consultant will identify any additional right-of-way to be acquired. Consultant will prepare right-of-way drawings showing existing rights-of-way and easements and proposed rights-of-way and easements. For all right-of-way which must be acquired, Consultant shall prepare deeds and legal descriptions with property maps showing topographic areas, easements and vesting. Consultant shall coordinate with the City's Right-of-Way Section in the preparation of a right-of-way property schedule (all rights to be obtained or vacated, easements, rights of entry, construction easements as well as current status of the City's acquisitions) and regularly review and redline this schedule as to current status in coordination with the City's Right-of-Way Section. Where existing property is to be disturbed by construction, Consultant shall prepare 8 ½" X 11" exhibits to be sent to affected property owners showing the location of Authorization to Enter Property (AEP) and the nature of the construction.

103.2.1.1 NOTE: **The project is located within the boundary of the WPCF and Right-of-Way services are expected to be minimal.**

103.2.2 Based on the 30% design, the Consultant will identify any additional right-of-way, including permanent right of way and easements and authorizations to enter property ("AEP") to be acquired. A summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2000 format in the format provided by the City Representative. During the 30% design review, the City will work with the Consultant to finalize project right-of-way requirements.

103.2.3 30% Submittal. Consultant shall prepare 24" x 36" exhibits, at a minimum 1" = 100' scale, that shall show schematically the project and identify all existing right-of-way and existing easements. Areas identified (preliminarily) for proposed right-of-way acquisition shall be shown on the exhibit and differentiated from existing right-of-way by color coding. In addition, Consultant shall provide an example format of right-of-way legal descriptions and AEP exhibit format for review. These exhibits and example formats shall be included in Preliminary Design Report.

103.2.4 70% Submittal. Consultant shall prepare 24" x 36" exhibits that shall show all needed right-of-way, easements, AEP's, etc. at the 70% design level. The Consultant shall provide legal descriptions as needed for all right-of-way easements, etc. that are required. The Consultant shall update the right-of-way property schedule, outlined in 102.2.1, to create an acquisition status table showing parcel numbers, acquisition type, acquisition status, property owner and contact information.

103.2.5 90% Submittal. Consultant shall update the 24" x 36" exhibits to show the acquired right-of-way, easements and AEP's. The acquisition status table shall be updated and submitted to the City for review.

103.2.6 100% Submittal. Consultant shall update the 24" x 36" exhibits to show the acquired right-of-way, easements and AEP's. The acquisition status table shall be updated and submitted to the City for review. Consultant shall clearly identify, in the acquisition table, any right-of-way, easements or AEP's that have not been acquired and an explanation for not having acquired the right-of-way, easement or AEP.

103.2.7 Prior to Bid. Prior to bid the Consultant shall cross check the right-of-way map verses the acquisition table and provide a letter summarizing the result of the check and identifying any right-of-way, easements or AEP's not yet acquired.

103.2.8 Deliverables: 24" x 36" exhibits at the 30% Submittal; 24" x 36" exhibits at the 70% Submittal; Legal Descriptions; Acquisition Status Table; 24" x 36" exhibits at the 90% Submittal; 24" x 36" exhibits at the 100% Submittal; Summary Letter of Right-of-Way, Easements and AEP status.

103.3 Records Review, Information Research and Analysis of Data

103.3.1 Consultant shall review data and information from the City including assessor's maps, parcel maps, improvement plans, drainage studies, utility plans, geotechnical studies, aerial topographic mapping and land development mapping currently being processed by the City which will likely affect the Project. Consultant shall provide ongoing supplemental research of public records during Project development.

103.3.2 The Consultant will review all data collected to determine impact/significance with regard to the Project and incorporate useful information into the Project documents. The Consultant will also identify deficiencies in the data collected and make recommendations for additional information needed for the successful completion of the project.

103.3.3 The Consultant will conduct field investigations, as necessary during the length of the project, to determine the location of collection facilities, establishment of problem flooding areas, existing drainage facilities, utilities, street improvements and other appurtenant items that may help in the development of the Project design. The Consultant will take pictures during the field investigation to document field conditions throughout the Project.

103.3.4 The Consultant will locate and map existing traffic signal equipment including traffic signal controller, service pedestal, poles, pull boxes, conduit, conductors, and detector loops. Prepare traffic signal plan for each intersection showing existing traffic signal equipment and showing replacement loop detectors if disturbed. Coordination with city Las Vegas TEFO is required for this task.

103.4 Subsurface Utility Engineering (SUE) Services

103.4.1 SUE Definitions

103.4.1.1 Subsurface Utility Engineering, or SUE: A branch of engineering practice that involves managing certain risks associated with utility mapping at appropriate quality levels, utility coordination, utility relocation design and coordination, utility condition assessment, communication of utility data to concerned parties, utility relocation cost estimates, implementation of utility accommodation policies, and utility design.

103.4.1.2 Utility Quality Level: A professional opinion of the quality and reliability of utility information. Such reliability is determined by the means and methods of the professional.

103.4.1.3 CI/ASCE 38-02: "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," American Society of Civil Engineers, 2003.

103.4.1.4 QL-D: Quality Level D as further described herein. QL-D is the most basic level of information for utility locations. It comes solely from existing utility records or verbal recollections, both typically unreliable sources. It may provide an overall "feel" for the congestion of utilities, but is often highly limited in terms of comprehensiveness and accuracy. QL-D is useful primarily for project planning and route selection activities.

103.4.1.5 QL-C: Quality Level C as further described herein. QL-C is probably the most commonly used level of information. It involves surveying visible utility facilities (e.g., manholes, valve boxes, etc.) and correlating this information with existing utility records (QL-D information). When using this information, it is not unusual to find that many underground utilities have been either omitted or erroneously plotted. Its usefulness, therefore, is primarily on rural projects where utilities are not prevalent, or are not too expensive to repair or relocate.

103.4.1.6 QL-B: Quality Level B as further described herein. QL-B involves the application of appropriate surface geophysical methods to determine the existence and horizontal position of virtually all utilities within the project limits. This activity is called "designating". The information obtained in this manner is surveyed to project control. It addresses problems caused by inaccurate utility records, abandoned or unrecorded facilities, and lost references. The proper selection and application of surface geophysical techniques for achieving QL-B data is critical. Information provided by QL-B can enable the accomplishment of preliminary engineering goals. Decisions regarding location of storm drainage systems, footers, foundations and other design features can be made to successfully avoid conflicts with existing utilities. Slight adjustments in design can produce substantial cost savings by eliminating utility relocations.

103.4.1.7 QL-A: Quality Level A as further described herein. QL-A, also known as "locating", is the highest level of accuracy presently available and involves the full use of the subsurface utility engineering services. It provides information for the precise plan and profile mapping of underground utilities through the nondestructive exposure of underground utilities, and also provides the type, size, condition, material and other characteristics of features.

103.4.2 Work Standards

103.4.2.1 Except as may be modified or specified herein, or otherwise approved by CLV, the collection and depiction of information, and any required submittals, shall conform to the applicable provisions of CI/ASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." A copy of CI/ASCE 38-02 may be ordered from the American Society of Civil Engineers at www.asce.org.

103.4.2.2 It is intended that this Scope of Work be construed harmoniously with CI/ASCE 38-02; however, in the event of conflict, the provisions of this Scope of Work shall take precedence.

103.4.2.3 For utilities that are concrete encased, Consultant will require the pothole sub-consultant to perform two potholes: one to identify the top of the encasement and one to identify the bottom of the encasement. The two potholes will be performed on either side of the encasement to determine the width of the encasement.

103.4.2.4 Consultant shall provide full-time inspection and required during the pothole process to confirm that the sub-consultant has accurately located and correctly identified the utilities to be investigated.

103.4.2.5 All surveying activities associated with SUE services as defined herein shall be conducted only by a Nevada Professional Land Surveyor.

103.4.3 Aerial or Ground-Mounted Utility Facilities

103.4.3.1 If specified by CLV, Quality Level D or C services as further described herein shall include records research, identification, surveying, correlation, and/or depiction of aerial or ground-mounted utilities, notwithstanding that such surface features may not be associated with an existing subsurface utility line or system.

103.4.4 Unknown Lines

103.4.4.1 If, when performing an assigned task, the Consultant detects line(s) of unknown function, status, or ownership, the Consultant shall obtain, record, and depict information on such line(s) to a quality level that is commensurate with that of the original assigned task.

103.4.5 "Call Before You Dig Markings"

103.4.5.1 All "Call Before You Dig" paint marks applied by utilities (in response to call-outs for utility potholing and geotechnical boring operations) will be field reviewed by the Consultant and compared to SUE Quality Level C and D information and SUE Quality Level A potholes when the pothole information becomes available. If the information indicates that any utility that was originally assumed to be outside of the Project improvement zone of influence may actually be within that zone then SUE Quality Level B or A will be performed as necessary to resolve the uncertainty.

103.4.6 Quality Level D Tasks

103.4.6.1 Conduct appropriate investigations (e.g., owner records, DOT records, UNCL records, County records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.

103.4.6.2 Collect applicable records (e.g., utility owner base maps, "as built" or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.

103.4.6.3 Review records for: evidence or indication of additional available records; duplicate or conflicting information; need for clarification.

103.4.6.4 Include records research, identification, and depiction of aerial or ground-mounted utility facilities in QL D tasks if specified (see "Aerial or Ground-Mounted Utility Facilities").

103.4.6.5 Transfer information on all involved utilities to appropriate plan sheets, electronic files, and/or other documents as required or directed by CLV.

103.4.6.6 Exercise professional judgment to resolve conflicting information.

103.4.6.7 For information depicted, indicate: utility type and ownership; date of depiction; quality level(s); end points of any utility data; line status (e.g., active, abandoned, out of service); line size and condition; number of jointly buried cables; and encasement.

103.4.7 Quality Level C Tasks (Inclusive of Quality Level D Tasks)

103.4.7.1 Perform tasks as described for QL D. There is no prescribed order in which QL D and C tasks must be performed.

103.4.7.2 Identify surface features, from project topographic data (if available) and from field observations, that are surface appurtenances of subsurface utilities.

103.4.7.3 Include survey and correlation of aerial or ground-mounted utility facilities in QL C tasks if specified (see "Aerial or Ground-Mounted Utility Facilities").

103.4.7.4 Survey surface features of subsurface utility facilities or systems, if such features have not already been surveyed by a registered professional. If previously surveyed, check survey data for accuracy and completeness.

103.4.7.5 The survey shall also include (in addition to subsurface utility features visible at the ground surface): determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.

103.4.7.6 Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.

103.4.7.7 Update (or prepare) "Existing Utility Location Plan", plan sheets, electronic files, and/or other documents to reflect the integration of QL D and QL C information.

103.4.7.8 Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.

103.4.7.9 As appropriate, amend the indicated quality level of depicted information.

103.4.8 Quality Level B Tasks (Inclusive of Quality Level C Tasks)

103.4.8.1 Perform tasks as described for QL C. There is no prescribed order in which QL C and B tasks must be performed.

103.4.8.2 Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the specified project limits (to be determined after 30% design; Quality Level B task will be paid for by Additional Services), and/or to trace a particular utility line or system.

103.4.8.3 Based on an interpretation of data, mark the indications of utilities on the ground surface, for subsequent survey. Utilize paint or other method acceptable to CLV for marking of lines.

103.4.8.4 Utilize the uniform color code of the American Public Works Association for marking of utilities.

103.4.8.5 Unless otherwise directed, mark centerline of single-conduit lines, and outside edges of multi-conduit systems.

103.4.8.6 Unless otherwise approved, maintain horizontal accuracy of +/- 1.5 feet (450mm) in the marking of lines.

103.4.8.7 As an alternative to the physical marking of lines, the Consultant may, with CLV's approval, utilize other means of data collection, storage, retrieval, and reduction, that enables the correlation of surface geophysical data to the project's survey control.

103.4.8.8 Survey all markings that indicate the presence of a subsurface utility.

103.4.8.9 Perform surveys to a horizontal accuracy consistent with applicable CLV survey standards.

103.4.8.10 Reference surveys to the project's survey control.

103.4.8.11 Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.

103.4.8.12 Update (or prepare) "Existing Utility Location Plan", plan sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, and QL B information.

103.4.8.13 Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.

103.4.8.14 As appropriate, amend the indicated quality level of depicted information.

103.4.9 Quality Level A Tasks (Inclusive of Quality Level B Tasks)

103.4.9.1 Perform tasks as described for QL B. There is no prescribed order in which QL B and A tasks must be performed.

103.4.9.2 CLV may require QL A data where the precise horizontal and vertical location of utilities, obtained by exposure and survey of the utility at specific points, is needed for conflict assessment/resolution purposes.

103.4.9.3 The Consultant may recommend test locations based on the requirements of the project and on existing subsurface utility information.

103.4.9.4 When available, verifiable information on previously exposed and surveyed utilities (such as survey records during utility line construction)

shall be furnished in lieu of new excavation, exposure, and survey at that same point, or at a suitable nearby point.

103.4.9.5 Otherwise, when utility lines must be exposed and surveyed at specified locations, the Consultant shall use minimally intrusive excavation techniques, acceptable to CLV, that ensure the safety of the excavation, the integrity of the utility line to be measured, and that of other lines which may be encountered during excavation.

103.4.9.6 Measure and/or record the following information on an appropriately formatted test hole data sheet that has been sealed and dated by the Consultant:

- Elevation of top and/or bottom of the utility tied to the project datum, to a vertical accuracy of +/- 0.05 feet (15 mm).
- For utilities that are concrete encased, identify the top of the encasement, the bottom of the encasement, and the width of the encasement.
- Elevation of existing grade over utility at test hole.
- Horizontal coordinates referenced to project coordinate datum, to a horizontal accuracy consistent with applicable CLV survey standards.
- Field sketch showing horizontal location referenced to a minimum of three (3) swing ties to physical structures existing in the field and shown on the project plans.
- Approximate centerline bearing of utility line.
- Outside diameter of pipe, width of duct banks, and configuration of non-encased multi-conduit systems.
- Utility structure material composition, when reasonably ascertainable.
- Identity of benchmarks used to determine elevations.
- Utility facility condition.
- Pavement thickness and type when applicable.
- Soil type and site conditions.
- Identity of utility owner/operator.
- Other pertinent information as is reasonably ascertainable from test hole.

103.4.9.7 Patching of potholes will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for potholing will be based on completed potholes and require proof of permit close out for said potholes.

103.4.9.8 **No potholes are anticipated to be performed for this Project.** Additional utility potholing services not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.

103.4.9.9 Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.

103.4.9.10 Update "Existing Utility Location Plan", plan/profile sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, QL B, and QL A information.

103.4.9.11 Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.

103.4.9.12 As appropriate, amend the indicated quality level of depicted information.

103.4.10 SUE Deliverables

103.4.10.1 Consultant shall prepare a separate "Existing Utility Location Plan" upon completion of QL C tasks and update thereafter which clearly depicts applicable SUE levels as outlined in CI/ASCE 38-02: "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," American Society of Civil Engineers, 2003. To show at a minimum:

- Existing rights-of-way
- Centerlines and control alignments
- Easements
- Existing topographical information
- All utilities within the project limits
- QL A test hole locations

103.4.10.2 Appropriately formatted test hole data sheets that have been sealed and dated by the Consultant as described in QL A tasks above.

103.4.10.3 Electronic drawing file of the "Existing Utility Location Plan" updated to the most current information at each regular submittal.

103.5 **Geotechnical Investigation – A new geotechnical report is not included with this Contract.** The Consultant shall coordinate with WPCF staff to collect and review recent or applicable readily available in-house geotechnical reports, soil borings, or recommendations relevant to the project and project area on the WPCF site. Collected information will be included with the 30% Design Phase Submittal as applicable.

103.5.1 Consultant to coordinate with WPCF staff to prepare a written report for compilation of readily available geotechnical information about the Project site. This report may include previous in-house boring logs, tests, interpretations and recommendations. The report shall be made available to bidders for informational purposes only. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

103.5.2 It is understood that the City may make and distribute copies of reports and boring logs as necessary in connection with the Project without incurring obligation for additional compensation.

103.5.3 Deliverables: The Consultant shall provide five (5) bound copies of the report to the City's Representative with the 30% Design Submittal. Draft of the report are to be included in the Preliminary Design Report, when applicable.

103.6 Condition Assessment Report - Consultant shall perform condition assessment of concrete and metals at the proposed locations provided below, by or under the supervision of a NACE Certified Inspector. The Scope of these inspections shall generally include the following:

103.6.1 Data Review – Review of record drawings, previous inspection and maintenance records (where available), and manufacturer's drawings and calculations (where available)

103.6.2 Prepare a Work Plan and Safety Plan – Prior to onsite inspection activities, prepare a detailed work plan to describe, sequence, and schedule the inspection activities to be performed. Provide a list of personnel and equipment to be used. Prepare a safety plan in coordination with City staff that address lock-out tag-out procedures, fall protection, and any confined space entry protocols. Areas inspected will not be taken out of service. Areas which cannot be inspected without taking the system out of service, will not be able to be inspected in this project.

103.6.3 Safety System Survey – Observe climbing and safety systems, including ladders, stairs, and guardrails. Note presense/absence of fall protection systems (if needed), adequacy of guardrails, and the condition of each feature.

103.6.4 Corrosion Evaluations of existing Concrete, Metals, and Accessible Piping
103.6.4.1 Visual Inspection – Condition assessment to evaluate the effectiveness and approximate remaining life of construction materials. Metals will be visually inspected for degree of rusting as per SSPC standard methods. Photo documentation will be utilized to record current conditions.
103.6.4.2 Pit Depth Measurement of Substrate – Measured at areas exhibiting noticeable wall/member loss. Areas will be determined by visual assessment, and checked for UT measurements where applicable.
103.6.4.3 Visual Weld Inspections – in applicable metals as per NACE standards
103.6.4.4 Corrosion pathology – where determinable by site visit and visual inspection

103.6.5 Repair recommendations: Consultant will recommend repair or replacement of corroded materials as may be applicable. The recommendations will be incorporated into the Preliminary Design Report. Approved recommendations and designs will be included in the Bidding Documents.
103.6.5.1 Minor Repairs are not part of this proposal. HDR can employ a sub-contractor to perform minor repairs during the inspections as a Supplementary Service.

103.6.6 Prepare Draft and Final Condition Assessment Report, including Executive Summary, for areas selected from the list below. The Final Report will be submitted separately to the City. Preliminary Design Report will incorporate Executive Summary and repair recommendations only.

103.6.7 Locations to be assessed will include, but are not limited to:
103.6.7.1 Combination sampling and effluent access vault
103.6.7.1.1 Stainless steel slide gates
103.6.7.1.2 Concrete walls and joints
103.6.7.1.3 Stairs and guardrails
103.6.7.1.4 Grates and supports
103.6.7.1.5 Small diameter piping (if accessible)
103.6.7.1.6 Condition of effluent pipe east to wash – exterior visual inspection only – (entry not possible)
103.6.7.2 Static mixer area
103.6.7.2.1 Corrosion damage to steel, review existing mixer to determine if it can be left in place
103.6.7.2.2 Condition of walls and potential mixer mounting areas
103.6.7.3 Effluent Sampling Manhole
103.6.7.3.1 Concrete risers and joints – as may be safely accessible
103.6.7.3.2 Access manhole frame and cover
103.6.7.4 Sodium Bisulfite equipment area
103.6.7.4.1 Concrete walls and joints
103.6.7.4.2 Condition of trench and grates
103.6.7.4.3 Small diameter piping
103.6.7.4.4 General equipment condition (visual inspection only)
103.6.7.5 Chemical trenches and piping – selected locations only, as directed by City
103.6.7.6 Chlorine Contact Basins – potential feed piping mounting locations

103.6.8 Deliverables
103.6.8.1 Work Plan, including Safety Plan
103.6.8.2 Draft and Final Condition Assessment Reports, including corrosion pathology and repair recommendations
103.6.8.3 Photos and appendices (sketches, measurements, testing results, etc)
103.6.8.4 Executive Summary

103.7 Effluent Dechlorination System Study

103.7.1 Document Objectives:
103.7.1.1 Evaluate viable dechlorination alternatives for full compliance of the plant discharge following the regulatory requirement set forth in the NPDES permit.
103.7.1.2 Identify and recommend a dechlorination strategy that could potentially have cost and O&M benefits to improve/replace the existing dechlorination system

103.7.2 Data Gathering and Review: Consultant shall collect and review existing dechlorination data necessary for the project. These data may include, but not limited to:
103.7.2.1 Discharge permit specifications; final effluent compliance monitoring requirements.
103.7.2.2 As-built drawings of the existing dechlorination facilities and outfall pipe.
103.7.2.3 Surveying to verify surface feature locations and structure measurements
103.7.2.4 Disinfection operational data (discharge flows, chlorine residual, bisulfite dose history, water quality constituents that impact dechlorination process, etc.).
103.7.2.5 Current dechlorination control logic, i.e. feed back, feed forward, SCADA and instrumentation
103.7.2.6 Maintenance data (existing dechlorination feed system repair and replacement; metering pump performance, etc.)

103.7.3 Kickoff Meeting & Site Visit: Consultant will perform a site visit of the existing disinfection system for the data gathering and issues identification. After review of the existing dechlorination facility and practice, Consultant may provide recommendations for additional testing which may include required monitoring and testing for dechlorination improvement/replacement. Consultant will provide work plans and testing protocols that will be necessary to carry out the identified monitoring and testing tasks. Plant operation staff will perform the sample collection and sample delivery. On the day of the site visit, Consultant will also conduct a kickoff meeting with WPCF Staff. Some of the key Items to be discussed in the kickoff meeting include:
103.7.3.1 Introducing the project team
103.7.3.2 Finalizing the Scope of Work, Review of work plan and testing protocols
103.7.3.3 Identify meetings (or workshops) and deliverables
103.7.3.4 Finalizing the project schedule
103.7.3.5 Interim Deliverables: Request for Information (RFI), Effluent Dechlorination Study workplan (if needed)

103.7.4 Evaluate Effluent Dechlorination Optimization Alternatives
103.7.4.1 Consultant will pre-screen dechlorination alternatives that are applicable to City's WPCF; and particularly, the ease of installation/replacement/addition to the existing dechlorination system and improvement with minimum interruption of the current operation and compliance. Viable option(s) will be further evaluated with:
103.7.4.1.1 Preliminary layouts showing the location of the modifications/improvements
103.7.4.1.2 Cost estimate and technical comparison of the alternatives.
103.7.4.2 Specific issues include the following:
103.7.4.2.1 Summarize dechlorination design criteria for equipment sizing
103.7.4.2.2 Evaluate existing dechlorination facilities, particularly the feed system including the metering pumps, mixing mechanism, and control instrumentation.
103.7.4.2.3 Size the alternative dechlorination equipment and provide cost for potential equipment replacement and installation at new location. Evaluate alternative instrumentation for sampling equipment and dosing pumps.

103.7.5 Consultant will then meet with the City plant staff and present the evaluation results in a workshop meeting. A draft evaluation will be distributed prior to the workshop.
103.7.5.1 Interim Deliverables: Dechlorination Optimization Workshop (PPT presentation), Workshop meeting minutes and Decision Matrix

103.7.6 Technical Memorandum (TM): The TM will be finalized based on the workshop discussion and conclusion. The Effluent Dechlorination System TM shall include:
103.7.6.1 Dechlorination system design basis including regulatory compliance and site specific considerations, assumptions and sustainability considerations
103.7.6.2 Alternative evaluations (detailed evaluation of up to four alternatives)
103.7.6.3 Recommended dechlorination descriptions including facility layouts, equipment list, control strategy, etc.

103.7.6.4 Task includes 30% Drawings
103.7.6.5 Recommended instrumentation and equipment based on alternative analysis
103.7.6.6 Cost estimate for installation

103.8 30% Design Phase Submittal

103.8.1 30% Design Phase Plans

103.8.1.1 The 30% plans are to be prepared for the preferred overall Project Alternative and limits as agreed on and directed by the City of Las Vegas. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan and profile sheets shall be at 1″ = 40′ scale (or other scale as directed or approved by the Engineer) and appropriate vertical scale 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.

103.8.2 Preliminary Design Report

103.8.2.1 The results and summaries of items identified in the preceding work above are to be included in a Preliminary Design Report (PDR). The PDR will include pertinent aspects of the project explored to date, including all design criteria and assumptions used to develop the design and any alternatives. Probable construction costs will be estimated based upon recommendations made in the PDR and will be broken out by funding source. The PDR will include, but is not limited to, the following:
103.8.2.1.1 Cover page
103.8.2.1.2 Table of Contents
103.8.2.1.3 Executive Summary
103.8.2.1.4 Transmittal memo stamped and signed by the Consultant Project Manager
103.8.2.1.5 Inventory of existing conditions, including photo library
103.8.2.1.6 Adjacent completed projects summary
103.8.2.1.7 Design controls and assumptions
103.8.2.1.8 Survey Summary (including Record of Survey and approval from City Surveyor)
103.8.2.1.9 Right of Way Summary (including a summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2000 format in the format provided by the City Representative)
103.8.2.1.10 Utility Issues and Conflicts Summary
103.8.2.1.11 Summary of Permits (including a summary matrix of required permits)
103.8.2.1.12 Draft Geotechnical Interpretive Report
103.8.2.1.13 Construction Cost Estimate and
103.8.2.1.14 30% Design Phase Plans

103.8.2.2 Comments received on the Preliminary Design Report will be addressed in writing and included in the Final Design Report. Adjustments will be made to the associated design and analysis as necessary. Documentation of the changes made such as physical copies of plans, models, and calculations will be submitted with the Final Design Report.

103.8.3 Deliverables: Submit eight (8) copies of the Preliminary Design Report to the City; Submit two full size sets (24″ X 36″) and one half size set (11″ X 17″) and all associated electronic files of the 30% Design Phase Plans to the City; Submit 30% Design Phase Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review.

103.9 Walk Through. After submittal of the 30% Design and the Preliminary Design Report, 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 30% Submittal.

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

ARTICLE 104: 70% DESIGN PHASE

104.1 70% Design Phase Submittal

104.1.1 Detailed Hydraulic Analysis and Draft Final Design Report – **not included with this Contract**. Project includes modifications to existing facilities at the WPCF site. Consultant to coordinate with WPCF staff to obtain flood plain information and mapping.

104.1.2 70% Design Phase Plans – This submittal will include further refinement of the 30% Design Phase Submittal and response to comments. Plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 70% plans shall include, but not limited to, the following:

104.1.2.1 City Standard Cover Sheet identifying Project Participants
104.1.2.2 Note sheet with plan index, vicinity map, benchmark, and basis of bearings
104.1.2.3 Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
104.1.2.4 Abbreviations and Symbols
104.1.2.5 Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
104.1.2.6 Horizontal control for centerline and rights-of-way monumentation plan
104.1.2.7 Horizontal Control Plan (to be included in all submittals hereafter as well)
104.1.2.8 Sheet Index with key map
104.1.2.9 Chemical Feed Piping Plans & Details
104.1.2.10 Basin 7 Alternative Chemical Feed System (pre-engineered system to replace soda ash)
104.1.2.11 Typical Cross Section Sheets
104.1.2.12 Removal Plans
104.1.2.13 Roadway Plan and Profiles (likely not required for this Contract)
104.1.2.14 Construction Details
104.1.2.15 Storm Drain Plan and Profiles (including lateral plan and profiles)
104.1.2.16 Storm Drain Details
104.1.2.17 Utility Plans
104.1.2.18 SUE Plans
104.1.2.19 Structural Drawings
104.1.2.20 Process & Instrumentation Diagrams
104.1.2.21 SCADA System Plans
104.1.2.22 Special Details as required for the Project
104.1.2.23 Detour Plans and Traffic Control Plans (for Plant traffic, if requested by City)
104.1.2.24 Design Exception Memorandum

104.1.2.25 Deliverables: Submit ten (10) copies of the half scale plans (11″ x 17″) and two (2) copies of full size plans (24″ x 36″) and all associated electronic files to the City: Submit copies of 70% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

104.1.3 70% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:
104.1.3.1 RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.)
104.1.3.2 RFCD
104.1.3.3 SID (CLV)
104.1.3.4 SID (other entity)
104.1.3.5 SNPLMA
104.1.3.6 CLV Sanitation
104.1.3.7 LVVWD (and/or other utilities as applicable)
104.1.3.8 CLV General Fund
104.1.3.9 CLV Nominal Drainage
104.1.3.10 NDOT (Stewardship, STP, Safety-LU, etc.)
104.1.3.11 CMAC
104.1.3.12 CDBG Funds

104.1.3.13 Deliverables: Submit the 70% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted);

104.1.4 70% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada*. All items of construction shown on the 70% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

104.1.4.1 Deliverables: Submit five (5) copies of the bound Special Provisions to the City

104.1.5 70% Walk Through - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 70% Design Phase period. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 90% submittal.

ARTICLE 105: 90% DESIGN PHASE

105.1 90% Design Phase Submittal

105.1.1 Final Design Report - Consultant shall compile all comments and written responses to comments along with all final design information, calculations and models and include in a standalone Final Design Report to be used as a record for the basis of design for the project. The Final Design Report shall include all information included in the PDR and Draft Final Design Report and all associated revisions made as applicable.

105.1.1.1 Deliverables: Submit eight (8) copies of the Final Design Report to the City

105.1.2 90% Design Phase Plans – This submittal will include further refinement of the 70% plans (including any necessary structural details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions. The 90% plans shall include project quantity tables broken down by individual plan sheet. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements. The owners name, property address and assessor parcel number shall be shown. Consultant shall prepare a map indicating the location and depth of proposed construction easements. The width of the encroachment shall be dimensioned and labeled on the map. Consultant shall provide 11" x 17" copies of the map in quantity equal to the number of parcels. The improvement plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625.

105.1.2.1 Deliverables: Submit ten (10) copies of the half scale plans (11″ x 17″) and two (2) copies of full size plans (24″ x 36″) and all associated electronic files to the City: Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

105.1.3 90% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant. The cost estimate breakdown by funding source may include, but is not limited to, the following:

105.1.3.1 RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.)
105.1.3.2 RFCD
105.1.3.3 SID (CLV)
105.1.3.4 SID (other entity)
105.1.3.5 SNPLMA
105.1.3.6 CLV Sanitation
105.1.3.7 LVVWD (and/or other utilities as applicable)
105.1.3.8 CLV General Fund
105.1.3.9 CLV Nominal Drainage
105.1.3.10 NDOT (Stewardship, STP, Safety-LU, etc.)
105.1.3.11 CMAC
105.1.3.12 CDBG Funds

105.1.3.13 Deliverables: Submit the 90% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted)

105.1.4 90% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the *Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada.* All items of construction shown on the 70% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

105.1.4.1 Deliverables: Submit five (5) copies of the bound Special Provisions to the City

105.1.5 90% Walk Through - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 90% Design Phase period. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 100% Design Phase Submittal.

105.1.6 Bidability and Constructability (B&C) - Consultant shall coordinate with a City selected B&C consultant or City in-house B&C review team. The Consultant will provide the B&C consultant or in-house B&C review team with the 90% submittal and Final Design Report (and any other documents necessary to complete the B&C review). The City may also chose to provide the B&C consultant or in-house B&C review team with earlier submittals for review. Consultant shall attend meetings and respond to comments as required to resolve disagreements on B&C comments.

105.1.7 The Consultant shall finalize all permit applications and submit all required permits to the appropriate agencies.

ARTICLE 106: 100% DESIGN PHASE

106.1 100% Design Phase Submittal

106.1.1 The 100% submittal shall include all the elements of Article 105, which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal. The 100% submittal will consist of two steps: (1) a **100% pre-final (bond) submittal** will be made for final comment by the City, and (2) the Consultant will incorporate all comments on the pre-final submittal into the **100% final (mylar) submittal**. Plan set mylars and copies sealed in accordance with NRS 625, sealed Special Provisions, including Bid Proposal and Construction Cost Estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, plan sheet and funding source will be submitted as a Microsoft Excel Work Sheet electronic file. The Consultant shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required. Consultant shall submit a pre-mylar bond set of the final plans before preparing mylars for this project.

106.1.1.1 Deliverables for the 100% Pre-Final (Bond) Submittal: Submit ten copies of the half scale plans, two full size plans, all associated electronic files, five copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. Submit two copies of structural calculations to the City; Submit four copies of 11" X 17" Construction Easement Maps and three sets of mail labels of property owners for any requested easements to the City; Submit two copies of the half scale plans, bound Special Provisions and 100% Pre-final Cost Estimate by funding source and two copies of structural calculations to Clark County as may be required. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review.

106.1.1.2 Deliverables for the 100% Final (mylar) Submittal: One set of 24" X 36" mylar plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One copy of the Final Cost Estimate in the City's Bid Schedule Format; Submit two copies of the half scale plans, bound Special Provisions, all associated electronic files and 100% Final Cost Estimate by funding source and two copies of final structural calculations to Clark County as may be required. One copy of the Final Plans shall be submitted to each of the Utility Companies; An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City; Electronic copies of both the plans (AutoCAD Civil 3D version 2013 or 2014) and Special Provisions (Microsoft Word format) shall be submitted to the City. The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file.

ARTICLE 107: BID PHASE

107.1 Pre-Bid Conference

107.1.1 The Consultant shall attend the pre-bid conference

107.2 Bid Requests and Responses

107.2.1 Consultant shall respond to questions raised by bidders during the bidding process. Decisions on issuing addenda will be conducted by the City. The Consultant will draft required specifications, plan changes and clarifications for the City to include in any addenda.

107.2.1.1 Up to two (2) addenda are included with this Contract.

107.3 Bid Opening

107.3.1 The Consultant shall attend the bid opening and review the bid abstract and contractor qualifications.

107.3.2 The Consultant will comment on any bid discrepancies, evidence of unbalanced bid or contractor concerns uncovered during reviews.

ARTICLE 108: CONSTRUCTION PHASE

108.1 Pre-Construction Meeting

108.1.1 The Consultant shall attend the pre-construction meeting.

108.2 Submittal Review

108.2.1 Consultant to review up to fifty (50) Contractor submittals

108.3 Review

108.3.1 Consultant shall review Contractor's submittals for manufacture certifications, installation instructions, shop drawings and service connections; review Contractor's submittals (such as value engineering items, sample products, etc.).

108.4 Construction Support Services

108.4.1 The Consultant shall provide the following support services during the construction phase of the project:
108.4.1.1 Attend up to three (3) Project Site Visits to observe construction work for general conformance to the Contract Documents.
108.4.1.2 Attend up to five (5) construction progress meetings, as requested by City or as necessary
108.4.1.3 Respond to up to thirty (30) Contractor's Request for Information (RFI)
108.4.1.4 Additional Design as needed to address RFIs
108.4.1.5 Assist with the processing of construction change orders
108.4.1.6 Attend final walk-through
108.4.1.7 Assist with the punch list preparation

ARTICLE 109: POST CONSTRUCTION PHASE

109.1 Record Drawings

109.1.1 Based upon the Consultant's knowledge of the changes in the Project during the Construction Phase and review of the Contractor's final record documents, prepare Record Documents for the Project. The Consultant shall review and approve the Contractor's final record documents for clarity and completeness, coordinate needed corrections, and drafting all final corrections and coordination items submitted by the Contractor using the software package AutoCAD Civil 3D version 2013 or 2014. The Consultant shall prepare and submit one (1) set of completed documents in electronic format and signed (but not sealed) reproducible mylar form to the City.
109.1.2 Deliverables: As-builts

ARTICLE 110: OPERATION & MAINTENANCE MANUAL UPDATES

110.1 O&M Manual Updates – Consultant shall prepare WPCF O&M Manual Updates specific to this Scope of Services, including the following:
110.1.1 Include Final Stress Testing Report data and executive summary information as applicable to the existing O&M Manuals
110.1.2 Update the hydraulic and process capacity of the plant for the NDN and A20 modes
110.1.3 Revise plant operations and chemical feed descriptions based on the Stress Testing and special studies
110.1.3.1 Delete or revise soda ash operations. Add packaged chemical feed system to Basin 7. Note change to alternative chemicals if selected.
110.1.4 Update BioWin process model information
110.1.5 Update or revise associated O&M Manual exhibits to match proposed conditions (proposed conditions specific to this Contract only)
110.1.6 Revise the O&M Manual for the Effluent Dechlorination System improvements, including changes to:
110.1.6.1 Bisulfite dosing equipment, piping, and feed locations
110.1.6.2 Sodium hypochlorite equipment, piping, and feed locations
110.1.6.3 Sampling instrumentation and piping
110.1.6.4 Proposed and demolished housings and equipment locations
110.1.6.5 New Dechlorination system control schemes, feedback and feed-forward controls, and sampling points

110.2 Obtain current versions of O&M Manuals from City Staff. Provide Draft O&M Manual updates to the City for review. After review/comment by City staff, revise as per comments and provide Final O&M Manual Updates

110.3 Deliverables:
110.3.1.1 Up to five (5) electronic copies of the DRAFT O&M Manual Updates on CD/DVD
110.3.1.2 One (1) bound hard-copy of FINAL Updates to the O&M Manuals, and up to ten (10) electronic copies on CD/DVD

ARTICLE 111: WPCF STAFF TRAINING

111.1 WPCF 2015 Staff Training Program

111.1.1 Consultant will provide live training and online courseware to WPCF Staff on the plant's improved Activated Sludge, Biological Nutrient Removal (BNR), and Denitrification Facility processes. The sessions will be videotaped as raw video footage and provided to CLV, and converted to online courseware by a sub-consultant retained by Consultant (360Water Inc.), and hosted online for future use by CLV WPCF staff.
111.1.1.1 Up to nine (9) unique, 3-hr training sessions (some are part of a multi-part series) are assumed to be prepared for CLV as both live training sessions and online courseware.
111.1.1.2 Live training sessions are assumed to occur weekly for seven (7) weeks, including two (2) three-hour sessions per week. This Contract

therefore includes up to fourteen (14) live, 3-hr sessions, of which 9 are unique, and five (5) are assumed to be makeup sessions, scheduled so that all WPCF staff have a chance to attend.

111.1.1.3 Consultant will maintain copyright of training materials and videos prepared by Consultant.

111.1.2 After completion of the live training sessions and production of the online courseware, 360Water Inc. will plan and construct modifications to the training website operating system, and Consultant will provide review and comment on the courseware and videos and submit the videos for review by City. Consultant will then direct a review Workshop with City staff to review comments on the training videos and courseware and submit the comments to the courseware sub-consultant for final production and online hosting.

111.1.3 360Water Inc. will prepare the training website as agreed with City in a separate contract (not a part of this Contract). This Contract includes operating system modifications to that website to accommodate the proposed nine (9) new courses. Courseware will include valid login credentials requirement, course listings organized by process area or equipment type, chaptering and end screens, intermittent live video from the live training sessions, intermittent quizzes and a final test for each course (randomly ordered answers and immediate wrong answer notifications), certificate of proficiency provisions, and real time clock and automatic bookmarking when the operator leaves the course.

111.1.4 The Training costs include producing course materials and exhibits, courseware production, training preparation and presentations, videotaping and video production and online hosting costs, operating system modifications (training website), travel expenses and overnight accommodations for qualified presenter, and live onsite training and presentations. Fees include video equipment permanently provided to the City: camera, tripod, spare batteries, digital storage cards, and necessary shipping costs.

111.2 **WPCF Staff Denitrification Process Training refresher**: Consultant provided training to WPCF Operators (2 training sessions for 2 shifts) on August 7, 2013. This training was requested by WPCF management to inform Operators and Laboratory staff on the changes to the Denitrification Facility currently under construction. These services included preparing the course materials and presentation in coordination with the City, and travel expenses for the qualified process engineer.

111.3 **BNR Piping Design for Future Denitrification Conversion:** Consultant provided additional piping design so that the Denitrification Facility could also be converted to BNR service in the future. Designs for this additional BNR return piping were provided by HDR during 2013 in coordination with City Staff and their Construction Manager. These sketch drawings were issued to the Contractor to prepare a potential change order to add this piping into the existing construction contract.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 100: GENERAL

100.1 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.

100.2 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.

100.3 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 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
WPCF STRESS TESTING PROGRAM	300	Can occur in parallel with the effluent improvements design phase
30% DESIGN PHASE	120	Can occur in parallel with development of the Stress Testing Plan
70% DESIGN PHASE	70	
90% DESIGN PHASE	70	
100% DESIGN PHASE	70	
BID PHASE	60	
CONSTRUCTION PHASE	280	
POST CONSTRUCTION PHASE	60	
O&M MANUAL UPDATES	120	O&M Updates should be in draft form to facilitate training program
WPCF STAFF TRAINING	150	Training program can occur during effluent improvements construction
TOTAL CALENDAR DAYS TO COMPLETE:	**730**	

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"

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 **$1,326,900.00**. 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	$1,176,900	

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.

HDR Fee Estimate for Engineering Services

CLV WPCF Stress Testing & Effluent Dechlorination System Improvements

2/19/2015

Task No.	Task Description	Principal Process Engineer	Senior Project Manager	Senior Structural Engineer	Senior Mechanical Engineer	Senior I&C Engineer	Senior Corrosion Engineer	Senior Electrical Engineer	PM, Process Engineer	Senior Corrosion Inspector	Project Engineer	Senior CAD Designer	Staff Engineer	Designer/E I 2	Controller	Field Tech, Construction Admin	CAD Tech/El 1	Admin	Total HDR Hours	Total HDR Labor ($)	Sub-Consultant Costs	Travel Expenses	Total Cost ($)
	Rates	$255.00	$215.00	$215.00	$200.00	$200.00	$200.00	$190.00	$178.00	$145.00	$130.00	$130.00	$120.00	$110.00	$105.00	$95.00	$90.00	$82.00					
Article 101 - Preliminary and General Items																							
1	Project Management, Schedules, Internal Controls, Invoicing	76	110						40						50			80	356	$61,960.00			$61,960.00
2	Kickoff Meeting and 6 Progress Meetings with CLV	24	18						6		6							10	64	$12,658.00		$6,600.00	$19,258.00
3, 4	Utility Coordination and Permitting		12						2		12							10	36	$5,316.00			$5,316.00
5	QA/QC Processes & PARR	120	20						12		12							40	204	$41,876.00		$1,900.00	$43,776.00
	Subtotal Article 101	**220**	**160**	**0**	**0**	**0**	**0**	**0**	**60**	**0**	**30**	**0**	**0**	**0**	**50**	**0**	**0**	**140**	**660**	**$121,810.00**	**$0.00**	**$8,500.00**	**$130,310.00**
Article 102 - WPCF Stress Testing Program																							
1	Develop Stress Testing Plan	140	30						240		10		320	120				40	900	$141,050.00		$4,700.00	$145,750.00
2	Conduct Stress Testing and Studies	120	20						200				600	120				40	1,100	$158,980.00		$18,500.00	$177,480.00
3	Plant Capacity Modeling	40							240					80				10	370	$62,540.00		$2,400.00	$64,940.00
4	Final Stress Testing Report	120	20						180				200	80				80	680	$106,300.00		$2,400.00	$108,700.00
	Subtotal Article 102	**420**	**70**	**0**	**0**	**0**	**0**	**0**	**860**	**0**	**10**	**0**	**1,120**	**400**	**0**	**0**	**0**	**170**	**3,050**	**$468,870.00**	**$0.00**	**$28,000.00**	**$496,870.00**
Article 103 - Effluent Dechlorination Improvements - 30% Design																							
1, 2, 3	Survey, Right of Way, Records Review		4		2	4		4			10		8				10		42	$5,980.00	$4,000.00		$9,980.00
4, 5	SUE, Soil Borings Summary		4								10		12					2	28	$3,764.00			$3,764.00
6	Condition Assessment Report		10	4			20		10	70	10						60	20	204	$27,280.00		$2,600.00	$29,880.00
7	Effluent Dechlorination System Study	4	16		4	8		8	60		40	20	50				30	20	260	$37,200.00		$2,400.00	$39,600.00
8	30% Design Phase Submittal	4	16	4	4	8		8	40		50	30	30				40	8	242	$34,616.00			$34,616.00
	Subtotal Article 103	**8**	**50**	**8**	**10**	**20**	**20**	**20**	**110**	**70**	**120**	**50**	**100**	**0**	**0**	**0**	**140**	**50**	**776**	**$108,840.00**	**$4,000.00**	**$5,000.00**	**$117,840.00**
Article 104 - 70% Design Phase																							
1	70% Design Phase Submittal	16	16	8	8	28	2	40	50		60	110	32	140			180	6	696	$91,372.00			$91,372.00
2	70% Design Phase Cost Estimate		2			2		2	2		4							2	14	$2,250.00			$2,250.00
3	70% Design Phase Special Provisions	12	12	6	6	12	2	24	4		40		8					12	138	$23,346.00			$23,346.00
4	70% Walk Through		4								6								10	$1,640.00		$1,200.00	$2,840.00
	Subtotal Article 104	**28**	**34**	**14**	**14**	**42**	**4**	**66**	**56**	**0**	**110**	**110**	**40**	**140**	**0**	**0**	**180**	**20**	**858**	**$118,608.00**	**$0.00**	**$1,200.00**	**$119,808.00**
Article 105 - 90% Design Phase																							
1	90% Design Phase Submittal	2	8	10	10	4		14			12	20	6	30			40	8	164	$22,276.00			$22,276.00
2	90% Design Phase Cost Estimate		1								2		2				2	2	9	$1,059.00			$1,059.00
3	90% Design Phase Special Provisions	2	2	2	2	2		2			4		4					12	32	$4,534.00			$4,534.00
4	90% Walk Through		2								2								4	$690.00		$1,200.00	$1,890.00
5	B&C Review		1								2						2	2	7	$819.00			$819.00
6	Permits										4		8				2	8	22	$2,316.00			$2,316.00
	Subtotal Article 105	**4**	**14**	**12**	**12**	**6**	**0**	**16**	**0**	**0**	**26**	**20**	**20**	**30**	**0**	**0**	**46**	**32**	**238**	**$31,694.00**	**$0.00**	**$1,200.00**	**$32,894.00**
Article 106 - 100% Design Phase																							
1	100% Design Phase Submittal		6	6	6	4		12			12	10		4			12	20	92	$12,880.00			$12,880.00
2	100% Pre-Final Submittal		4					2			2	2		4			8	8	30	$3,576.00			$3,576.00
3	Final Mylar Submittal		2											2			4	6	14	$1,502.00			$1,502.00
	Subtotal Article 106	**0**	**12**	**6**	**6**	**4**	**0**	**14**	**0**	**0**	**14**	**12**	**0**	**10**	**0**	**0**	**24**	**34**	**136**	**$17,958.00**	**$0.00**	**$0.00**	**$17,958.00**
Article 107 - Bid Phase																							
1	Pre-Bid Conference		4								4							2	10	$1,544.00			$1,544.00
2	Bid Requests and Responses	4	10					10			8	8	8				10	16	74	$10,322.00			$10,322.00
3	Bid Opening & Tabulation		2								4							6	12	$1,442.00			$1,442.00
	Subtotal Article 107	**4**	**16**	**0**	**0**	**0**	**0**	**10**	**0**	**0**	**16**	**8**	**8**	**0**	**0**	**0**	**10**	**24**	**96**	**$13,308.00**	**$0.00**	**$0.00**	**$13,308.00**
Article 108 - Construction Phase																							
1	Pre-Con Meeting		4								4							2	10	$1,544.00			$1,544.00
2	Review up to 50 Submittals	8	10	6	6	4	4	8	8		24		50			50		24	202	$27,062.00			$27,062.00
3	3 Construction Site Visits		10								10					10			30	$4,400.00			$4,400.00
4	5 Construction Progress Meetings		10								10								20	$3,450.00			$3,450.00
5	Review up to 30 RFIs	6	6	2	2	4	2	6	6		16		12			30		14	106	$14,576.00			$14,576.00
6	Substantial and Final Completion Walkthroughs		2										10			10		4	26	$2,908.00			$2,908.00
	Subtotal Article 108	**14**	**42**	**8**	**8**	**8**	**6**	**14**	**14**	**0**	**64**	**0**	**72**	**0**	**0**	**100**	**0**	**44**	**394**	**$53,940.00**	**$0.00**	**$0.00**	**$53,940.00**
Article 109 - Post Construction Phase																							
1	Record Drawings		2								20						40	6	68	$7,122.00			$7,122.00
	Subtotal Article 109	**0**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**20**	**0**	**0**	**0**	**0**	**0**	**40**	**6**	**68**	**$7,122.00**	**$0.00**	**$0.00**	**$7,122.00**
Article 110 - O&M Manual Updates																							
1	Updates related to Stress Testing Report	50	4						30		4		4				20	2	114	$21,914.00			$21,914.00
2	Updates related to Effluent System Improvements	18	6			10		10	30		12		16				30	2	134	$21,464.00			$21,464.00
3	Prepare and Issue Draft O&M Manual Update	10	6						6		10		10				6	4	52	$8,276.00			$8,276.00
4	Final O&M Manual Update	2	4						4		4						4	2	20	$3,126.00			$3,126.00
	Subtotal Article 110	**80**	**20**	**0**	**0**	**10**	**0**	**10**	**70**	**0**	**30**	**0**	**30**	**0**	**0**	**0**	**60**	**10**	**320**	**$54,780.00**	**$0.00**	**$0.00**	**$54,780.00**
Article 111 - WPCF Staff Training																							
1	7 Week (9 course) Activated Sludge, BNR, NDN Training Program	140																38	178	$38,816.00	$67,500.00	$8,700.00	$115,016.00
2	2013 Operator Training for NDN Under Construction	20									12		8					2	42	$7,784.00		$1,400.00	$9,184.00
3	2013 BNR Piping Design for De-Nitrification Facility	12									24	6				2	8		52	$7,870.00			$7,870.00
	Subtotal Article 111	**172**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**36**	**6**	**8**	**0**	**0**	**2**	**8**	**40**	**272**	**$54,470.00**	**$67,500.00**	**$10,100.00**	**$132,070.00**
COLUMN TOTALS		**950**	**420**	**48**	**50**	**90**	**30**	**150**	**1,170**	**70**	**476**	**206**	**1,398**	**580**	**50**	**102**	**508**	**570**	**6,868**	**$1,051,400.00**	**$71,500.00**	**$54,000.00**	**$1,176,900.00**

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	$150,000.00	See list below.

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

402.5.2 **Addenda** – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.

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

402.5.4 **Additional Topographic Survey** – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.

402.5.5 **As-Builts** – As requested by the City, Consultant shall provide As-Builts.

402.5.6 **Construction Assistance** – As required by the City, Consultant shall attend progress meetings during construction of the Project.

402.5.7 **Dam Safety Permit** – As required by the City, Consultant shall coordinate with the State Engineer's Office and update the existing dam safety permit, if one is required for the Project.

402.5.8 **Drainage Study** – As required by the City, Consultant shall prepare a Drainage Study for the Project.

402.5.9 **Facility Specific Environmental Assessment** – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.

402.5.10 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide additional hydrology and hydraulics.

402.5.11 **Master Plan Amendment** – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.

402.5.12 **Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.

402.5.13 **Removal of Inflow/Infiltration Sources to Sanitary Sewer System** – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.

402.5.14 **Right-of-Way** – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.

402.5.15 **Section 404 Permit Application** – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.

402.5.16 **Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.

402.5.17 **Slope/Embankment Design** – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.

402.5.18 **Spillway/Energy Dissipater** – As required by the City, Consultant shall provide additional design for reconstruction of the Rainbow Detention Basin spillway and energy dissipater structure.

402.5.19 **Storm Drain Retrofit Design** – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.

402.5.20 **Structural Design** – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.

402.5.21 **Title Reports** – As required by the City, Consultant shall prepare Title Reports as required for the Project.

402.5.22 **Traffic Control Plans** – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.

402.5.23 **Utility Potholing** – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities.

402.5.24 **Waterline Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines.

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 1: CONSULTANT HOURLY RATES

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

CLASSIFICATION	RATE	UNIT
Principal Process Engineer	$255	Per Hour
Senior Project Manager	$215	Per Hour
Project Manager, Process Engineer	$178	Per Hour
Senior Structural Engineer	$215	Per Hour
Senior Mechanical Engineer	$200	Per Hour
Senior Electrical Engineer	$190	Per Hour
Senior I&C Engineer	$200	Per Hour
Senior Corrosion Engineer	$200	Per Hour
Senior Corrosion Inspector	$145	Per Hour
Project Engineer	$130	Per Hour
Staff Engineer	$120	Per Hour
Senior CAD Designer	$130	Per Hour
CAD Designer, Engineer Intern 2	$110	Per Hour
CAD Technician, Engineer Intern 1	$90	Per Hour
Field Technician 1, Construction Administrator	$95	Per Hour
Project Controller	$105	Per Hour
Clerical/Administrative	$82	Per Hour

ARTICLE 2: SUB-CONSULTANT HOURLY RATES

2.1 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.

Wallace Morris Surveying - Surveying	RATE	UNIT
Principal Surveyor	$160	Per Hour
Project Manager – PLS	$135	Per Hour
Survey Analyst – LSIT	$125	Per Hour
Land Survey Technician	$110	Per Hour
Project Coordinator	$85	Per Hour
3D Scanning – Field	$165	Per Hour
3D Scanning - Office	$140	Per Hour
3D Scanning - Technician	$110	Per Hour
Two-Man Crew	$160	Per Hour
Field Crew – Party Chief	$95	Per Hour
Field Crew – Instrument Operator	$65	Per Hour
Field Crew – Chain Person	$35	Per Hour
Clerical/Administrative Assistant	$45	Per Hour

360Water Inc. – Courseware & Video Editing	RATE	UNIT
Courseware Editing	$110	Per Hour

ARTICLE 3: ADDITIONAL SERVICES RATES

3.1 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

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

3.3 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.

3.4 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 4: REIMBURSABLE EXPENSES

4.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
Travel expenses will be paid according to 503.5 Travel Expenses.

4.2 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.

4.3 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.

4.4 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.

4.5 TRAVEL EXPENSES: If travel is required in performance of services under this Contract, reasonable travel expenses will be paid when services are performed in Las Vegas. Reimbursement is subject to certain limitations. The City will reimburse airfare up to the cost of a coach fare, with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to, lodging, meals, transportation, 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

4.5.1.1 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.

4.5.2 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.

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

4.5.4 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**: John Bettencourt, P.E.

600.2 **CITY REPRESENTATIVE'S SUPERVISOR**: David Mendenhall, 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**: Nicholas Golz, P.E.

601.1.2 **CONSULTANT REPRESENTATIVE'S SUPERVISOR**: Kris Agers

601.1.3 **PROJECT MANAGER**: Nicholas Golz, P.E.

601.1.4 **RESPONSIBLE IN CHARGE PERSON**
List name of individual Engineer as licensed: Nicholas Golz, P.E. (Effluent Improvements), JB Neething, P.E. (Stress Testing)

601.1.5 **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**
List Engineer license number: 016865 (Golz), 011264 (Neethling)

601.1.6 **KEY PERSONEL**

J.B. Neething – Principal Process Engineer
Nick Golz – Senior Project Manager
Mark Hammer – Senior Process Engineer
Matt Chapman- Senior Process Engineer
Mike Falk – PM, Process Engineer
June Long – PM Process Engineer
Amelia Holmes – Designer/ EI 2
Tom Hamlin – Senior Structural Engineer
Ted Kontorickas –Senior Mechanical Engineer
Isabel Rincon – Senior Electrical Engineer
Bruce Johnston – Senior I & C Engineer
Steve Fox – Senior Corrosion Engineer
Greg Mieczkowski – Senior Corrosion Inspector
Adam Nichols – Project Engineer
Paul Oxborrow – Senior CAD Designer
Christina Alito – Staff Engineer
Tim Newell – Staff Engineer
Ken Gonzalez – Designer/ EI 2
Ryan Henderson – CAD Tech/EI 1
Randy Garrett – Field Tech, Construction Admin
Madelene Obena – Controller
Karen Smith - Admin

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 TRAINING COURSEWARE & VIDEO EDITING: 360Water Inc.

602.1.2 GEOTECHNICAL ENGINEER: N/A

602.1.3 LAND SURVEYOR: Wallace Morris Surveying

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:	**Services for:** Project Name
Address:	
Telephone:	**Project Number:**
EIN or DUNS :	

Block 3: Type of Business

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

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

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: ___

Date of Attached Document: ___ Number of Pages: __

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

_____
Name

_____
Date

Subscribed and sworn to before me this _____day of

_____, 20__

_____
Notary Public

EXHIBIT "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: HDR Engineering, Inc.	**Services for:** WPCF Stress Testing & Effluent Dechlorination Improvements
Address: 6750 Via Austi Parkway, Suite 350 Las Vegas, NV 89119	
Telephone: (702) 938-6000	**Project Number:**
EIN or DUNS : 47-068-0568	

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.	See attached		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: Disclosure of Principals - Continuation

Date of Attached Document: 02/27/2014 Number of Pages: 15

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.

Brent W. Jensen
Name

March 3, 2015
Date

Subscribed and sworn to before me this 3rd day of March, 2015

Michael Richardson
Notary Public

MICHAEL DAVID RICHARDSON
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 666385
COMM. EXP. 08-20-2017

HDR Engineering, Inc.
Disclosure of Principals - Continuation

Directors

Name	Title
Keen, Eric L	Director
Little, George A	Director

Officers

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

Officers

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

Officers

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

Officers

Name	Title
Sharp, William H	Senior Vice President
Shea, Andrew L	Senior Vice President
Sinclair, Charles T	Senior Vice President
Smith, Kenneth A	Senior Vice President
Steinert, John Paul	Senior Vice President
Stull, Kirk A	Senior Vice President
Tanner, Kendal R	Senior Vice President
Taylor, David M	Senior Vice President
Tondl, Matthew B	Senior Vice President
Tuck, Lisa M	Senior Vice President
Tugman, Michael F	Senior Vice President
Waldron, Thomas R	Senior Vice President
Willey, Bruce R	Senior Vice President
Williams, Robert B	Senior Vice President
Williams, Stanley T	Senior Vice President
Wittmann, Michaella W	Senior Vice President
Wolfe, Brett D	Senior Vice President
Wright, Kenneth J	Senior Vice President
Yadlosky, John M	Senior Vice President
Young, Thomas W	Senior Vice President
Beard, Stephen R	Senior Vice President - PT
Frye, Debra L	Senior Vice President - PT
Hagood, William B	Senior Vice President - PT
Kirmeyer, Gregory J	Senior Vice President - PT
Scroggin, Charles R	Senior Vice President - PT
Skelly, Michael J	Senior Vice President - PT
Abad-Fitts, Carmen B	Vice President
Abe, Roy K	Vice President
Agers, Kristine M	Vice President
Ahlert, William K	Vice President
Alsina, Paul M	Vice President
Altshuler, Randy N	Vice President
Anderson, Robert L	Vice President
Anid, Paul J	Vice President
Arce, Alfredo F	Vice President
Atoulikian, Richard G	Vice President
Awezec, John S	Vice President
Balchunas, Brian M	Vice President
Barker, Norman J	Vice President
Barnett, Elena R	Vice President
Barton, Michael J	Vice President
Bathurst, Lucas A	Vice President
Becker, Robert R	Vice President
Bennett, Timothy R	Vice President
Berggren, Eric G	Vice President
Bergman, Steven R	Vice President
Berman, Robert S	Vice President

Officers

Name	Title
Bertram, Michael H	Vice President
Biglen, Douglas K	Vice President
Billman, Daniel W	Vice President
Bird, Brian D	Vice President
Bisson, Douglas J	Vice President
Black, Bryan	Vice President
Blank, Jeffrey C	Vice President
Bloom-Crook, Donna R	Vice President
Booty, James W	Vice President
Borenstein, Mark D	Vice President
Bott, Paul R	Vice President
Brakenhoff, Peter J	Vice President
Bratovich, Paul M	Vice President
Briggs III, Kenneth F	Vice President
Brigham, James W	Vice President
Bromley, Patrick G	Vice President
Brown, Jerome W	Vice President
Bunner, Matthew A	Vice President
Buttenob, John M	Vice President
Canjura, Nelson E	Vice President
Cantwell, Joel R	Vice President
Capell, Paul F	Vice President
Carnaggio, Charles S	Vice President
Carnahan, James D	Vice President
Carroll, Steven M	Vice President
Catron, Heather J	Vice President
Chapman, John M	Vice President
Chiglo, Jay L	Vice President
Christensen, James J	Vice President
Clatanoff, John J	Vice President
Cobb, Samuel D	Vice President
Coleman, James M	Vice President
Colwell, Arthur B	Vice President
Cone, Robert E	Vice President
Cowan, Timothy P	Vice President
Craig, John L	Vice President
Crall, Michael P	Vice President
Culligan, David W	Vice President
Dadamo, Peter C	Vice President
Dammarell, Amy S	Vice President
Davis, Peter J	Vice President
Dechant, David M	Vice President
Dehoney, Betty J	Vice President
Dempsey, John M	Vice President
Dickerson, Nathan P	Vice President
Doherty, Karen M	Vice President
Domalik, Daniel E	Vice President

Officers

Name	Title
Douglas, James G	Vice President
Douglas, Jeffrey S	Vice President
Drahota, Steven M	Vice President
Drimmel, Joseph E	Vice President
Duben, Mark A	Vice President
Dunn, David D	Vice President
Duran, Victor J	Vice President
Duschang, John H	Vice President
Dwyer, Blaine N	Vice President
Edgington, Ruedy P	Vice President
Edwards, Allison M	Vice President
Eldridge, Katherine W	Vice President
Engel, John J	Vice President
Engelbert, Patrick J	Vice President
Everson, Tony W	Vice President
Fassett, Gordon W	Vice President
Ferguson, Keith A	Vice President
Ferguson, Matthew W	Vice President
Ferjancic, Kenneth P	Vice President
Ferrier, Paul A	Vice President
Field, Kip D	Vice President
Florio, Shawn A	Vice President
Forest, Mark E	Vice President
Fox, Steven R	Vice President
Foyt, Garey W	Vice President
Franklin, John M	Vice President
Frissora, Joseph	Vice President
Frommer, Jennifer A	Vice President
Fryklind, Karl J	Vice President
Fuller, Robert Gary	Vice President
Galeziewski, Thomas M	Vice President
Gallagher, Timothy J	Vice President
Garcia, Guillermo E	Vice President
Gesell, Gregory H	Vice President
Gibson, James B	Vice President
Glover, Jeffrey B	Vice President
Gould, Thomas E	Vice President
Graber, Daniel J	Vice President
Grady, David R	Vice President
Grenoble, Bruce A	Vice President
Grimstad, James E	Vice President
Gros, Stephane	Vice President
Gross, William	Vice President
Grubstein, Michael Y	Vice President
Gruver, Terry J	Vice President
Gruwell, Nancy A	Vice President
Guletsky, Peter W	Vice President

Officers

Name	Title
Gunderson, Adrian A	Vice President
Haack, Carlton L	Vice President
Habben, Craig E	Vice President
Hadler, Edith M	Vice President
Haid, Thomas C	Vice President
Hall, Ryan Zachary	Vice President
Hammer, Mark J	Vice President
Hanley, Phillip D	Vice President
Harmon, Daniel J	Vice President
Harris, Jared R	Vice President
Hawley, William T	Vice President
Hearn, Douglas C	Vice President
Hecht, James R	Vice President
Hemphill, Mark W	Vice President
Henderson, Jonathan R	Vice President
Hentz, Lawrence H	Vice President
Herald, Edward J	Vice President
Herrington, Lewis R	Vice President
Hiatt, Steven L	Vice President
Hino, Francis T	Vice President
Hise, Wallace	Vice President
Hoff, Steven H	Vice President
Holcomb, Donald R	Vice President
Holland, Jeremy L	Vice President
Hookham, Charles J	Vice President
Horkan, Thomas E	Vice President
Horton, Richard T	Vice President
Howie, Bruce J	Vice President
Hudak, Todd M	Vice President
Hunsicker, Mark D	Vice President
Hunter, Craig J	Vice President
Hyre, John B	Vice President
Islam, Rashed T	Vice President
Izzo, Joseph A	Vice President
Izzo, Vincent J	Vice President
Johnson, David C	Vice President
Johnson, Lawrence P	Vice President
Johnson, Michael W	Vice President
Jones, Douglas B	Vice President
Junod, Edward C	Vice President
Kalis, Michael P	Vice President
Kalisiak, Kip C	Vice President
Karstens, Brandt R	Vice President
Keane, Kevin D	Vice President
Keller, Kevin K	Vice President
Kellner, Robert E	Vice President
Kempf, Gregory A	Vice President

Officers

Name	Title
Kennedy, Holly L	Vice President
Khalil, Hussein H	Vice President
Kinnear, David J	Vice President
Klovsky, Robert	Vice President
Koch, John E	Vice President
Kottwitz, Daryl A	Vice President
Kravitz, Barry S	Vice President
La Tuso, Christopher	Vice President
Laccinole, Matthew B	Vice President
Larson, Jay R	Vice President
Lauderdale, Chance V	Vice President
Lauzier, Andre E	Vice President
Layman, Colleen M	Vice President
Lazzara, John C	Vice President
Leahey, Robert E	Vice President
Leonard, Kevin J	Vice President
Leshko, Brian J	Vice President
Liebsch, Edward J	Vice President
Lim, Kuang Y	Vice President
Llewellyn, Ricky L	Vice President
LoBuono, Joseph	Vice President
Lohman, Michael J	Vice President
Long, Stephen N	Vice President
Loo, Michael V	Vice President
Lopez-Paniagua, Juan C	Vice President
Lorek, Steven P	Vice President
Lowrey, Kenneth J	Vice President
Lykken, Jeffrey W	Vice President
Mariani, Joyce M	Vice President
Martinez, Gregory J	Vice President
Mason, Phillip J	Vice President
McCammon, Donald L	Vice President
McCoy, Barbara Jean	Vice President
McGlashan, Michael J	Vice President
McInturff, John M	Vice President
McLaren, Mark	Vice President
McPherson, John L	Vice President
Mead, Eric A	Vice President
Meehan, Paul A	Vice President
Meier, David A	Vice President
Meilleur, Aaron M	Vice President
Meyer, Kelly R	Vice President
Miguez, Ramon F	Vice President
Mitas, Daniel W	Vice President
Modi, Vijay R	Vice President
Moedl, Colter M	Vice President
Moore, David B	Vice President

Officers

Name	Title
Moore, Kerry A	Vice President
Morgan, Teri J	Vice President
Morreale, Thomas A	Vice President
Morrison, James P	Vice President
Moses, Robert S	Vice President
Moyano, David	Vice President
Murphy, Michael E	Vice President
Murphy, Michael M	Vice President
Murray, Michael R	Vice President
Nagel, Roger W	Vice President
Olson, Craig A	Vice President
Osburn, Randall C	Vice President
Owings, Don B	Vice President
Pecha, Dan L	Vice President
Pembroke, James P	Vice President
Perincherry, Vijay K	Vice President
Perkins, Ronald R	Vice President
Peterson, James C	Vice President
Pietz, Kenny J	Vice President
Piner, Angela G L	Vice President
Planck, Samuel M	Vice President
Posthumus, David J	Vice President
Preston, Robert L	Vice President
Price, Kristina M	Vice President
Principe, Michael A	Vice President
Prior, Marlus K	Vice President
Prossick, James F	Vice President
Quinn, Michael P	Vice President
Quinn, Thomas A	Vice President
Raibley, Timothy J	Vice President
Rand, Christopher E	Vice President
Rasmussen, Stephanie E	Vice President
Readling, Joseph C	Vice President
Reece, Lisa M	Vice President
Reed, Scott M	Vice President
Reichelt, Kurt W	Vice President
Reiter, Jared C	Vice President
Richards, Neil R	Vice President
Riede, Robert C	Vice President
Roalson, Shay M R	Vice President
Roberts, Mark G	Vice President
Rolle, Barry O	Vice President
Rossbach, Philip E	Vice President
Rustand, Scott A	Vice President
Schroeder, James K	Vice President
Schulze, Dennis W	Vice President
Schwimmbeck, Ralf G	Vice President

Officers

Name	Title
Seifipour, Bahram	Vice President
Seits, Mark H	Vice President
Selinger, Matthew J	Vice President
Sharpe, Graham D	Vice President
Sheahan, James M	Vice President
Sherk, John E	Vice President
Short, Wayne G	Vice President
Shostak, Michael J	Vice President
Siedschlag, Michael D	Vice President
Sigler, William B	Vice President
Sikora, Mark J	Vice President
Skinner, Christine E	Vice President
Skinner, David R	Vice President
Smith, Kenneth L	Vice President
Snyder, Kevin P	Vice President
Soronson, Marc Kevin	Vice President
Soto, Leticia	Vice President
Sova, Ronald J	Vice President
Spain, Stephen D	Vice President
Srb-Vampola, Kandi K	Vice President
Stevens, Jerry L	Vice President
Stimac, Michael V	Vice President
Stober, John T	Vice President
Stonehouse, Gregory J	Vice President
Stratton, Richard G	Vice President
Strickland, Carter H	Vice President
Suarez, Erki	Vice President
Suero, Guillermo Jose	Vice President
Swindell, Brian A	Vice President
Swoboda, Gregory T	Vice President
Tanner, Jon M	Vice President
Terry, Lolene J	Vice President
Thomas, James A	Vice President
Thuman, Andrew J	Vice President
Tillett, George E	Vice President
Tippey, Brent A	Vice President
Toledo, Zachary O	Vice President
Tremel, Paul M	Vice President
Vaugh, Samuel K	Vice President
Veltri, Lorraine K	Vice President
Villager, John A	Vice President
Vozzolo, David J	Vice President
Wajda, James E	Vice President
Walker, Harry B	Vice President
Wenger, Jason S	Vice President
Werman, Roni	Vice President
Wessels, Eric A	Vice President

Officers

Name	Title
Weston, David C	Vice President
White, Stephanie L	Vice President
Wiitanen, Mark A	Vice President
Williams, Bradley C	Vice President
Williams, George Eric	Vice President
Williges, Christopher R	Vice President
Wilson, Stephen C	Vice President
Wimberly, John E	Vice President
Wingert, Raymond A	Vice President
Witt, Paul T	Vice President
Wittberger, Alicia K	Vice President
Worsham, Carol Corse	Vice President
Young, Patrick R	Vice President
Bishop, Edward C	Vice President - PT
Brittain, Robert D	Vice President - PT
Carothers, Garson C	Vice President - PT
Castro, Donald J	Vice President - PT
Cohen, Alan S	Vice President - PT
Crull, Carl E	Vice President - PT
Englert, Thomas L	Vice President - PT
Grennan, Dennis E	Vice President - PT
Hennessy, Melissa J	Vice President - PT
Johnson, Michael T	Vice President - PT
Link, George W	Vice President - PT
Mack, Johnnie A	Vice President - PT
Mason, Ronald C	Vice President - PT
McGowan, Michael J	Vice President - PT
McInnis, Amanda B	Vice President - PT
Niedergeses, Richard M	Vice President - PT
Schroeder, Suzanna B	Vice President - PT
Shelton, Steven L	Vice President - PT
Stone, Bradford M	Vice President - PT
Waldow, George M	Vice President - PT
Abdelaziz, Hisham K	Associate Vice President
Adams, Kelly L	Associate Vice President
Allen, Robert J	Associate Vice President
Allwright, Michael C	Associate Vice President
Andersen, Nichole M	Associate Vice President
Aquino, Todd S	Associate Vice President
Atkinson, Corrinne L	Associate Vice President
Aurit, Scott A	Associate Vice President
Bacsikin, Ronald S	Associate Vice President
Baker, Christopher L	Associate Vice President
Bakke, Brian M	Associate Vice President
Baldwin, William D	Associate Vice President
Becker, Daniel F	Associate Vice President
Bellinger, Carol A	Associate Vice President

Officers

Name	Title
Bergschneider, Kevin H	Associate Vice President
Blount, Steven R	Associate Vice President
Boraks, Michael W	Associate Vice President
Bott, James W	Associate Vice President
Braband, Elizabeth D	Associate Vice President
Broussard, Brian D	Associate Vice President
Brunner, Robert V	Associate Vice President
Cardoch, Lynette C	Associate Vice President
Cline, Shane K	Associate Vice President
Cochran, Matthew D	Associate Vice President
Connors, Thomas M	Associate Vice President
Cook, Matthew J	Associate Vice President
Cooper, Tresa D	Associate Vice President
Culler, Joseph D	Associate Vice President
Dalager, Nathan P	Associate Vice President
Davis, Scott W	Associate Vice President
De La Garza Navarro, Norma	Associate Vice President
DeCesare, Douglas T	Associate Vice President
Dewey, Kirk P	Associate Vice President
Dey, Gautom	Associate Vice President
Dierking, Paul B	Associate Vice President
DiGirolamo, Anthony	Associate Vice President
Dippel, Michelle R	Associate Vice President
Dortch, Stephen W	Associate Vice President
Draper, Terry M	Associate Vice President
Duty, Katie E S	Associate Vice President
Eaton, Roger A	Associate Vice President
Erickson, Bryan R	Associate Vice President
Fauteux, Ricky D	Associate Vice President
Ferland, Lance M	Associate Vice President
Friedman, Steven A	Associate Vice President
Fuchs, Jeffrey D	Associate Vice President
Fuller, Jason A	Associate Vice President
Gaetz, Alan L	Associate Vice President
Garcia Cordoba, Fernando A	Associate Vice President
Ghesquiere, Thomas Roger	Associate Vice President
Gipson, Dean J	Associate Vice President
Gough, Matthew S	Associate Vice President
Graham, Andrew G	Associate Vice President
Grubbs, Donald R	Associate Vice President
Hans, Jeffrey P	Associate Vice President
Heffron, Tammy C	Associate Vice President
Hill, Jason L	Associate Vice President
Hoffman, Robert W	Associate Vice President
Holbrook, Jon H	Associate Vice President
Horton, Lenore H	Associate Vice President
Houle, Larry J	Associate Vice President

Officers

Name	Title
Housner, Lindsay A	Associate Vice President
Howell, Thomas D	Associate Vice President
Hunt, Dana R	Associate Vice President
Hunt, Jennifer E	Associate Vice President
Imhoff, Cory M	Associate Vice President
Ives, Denise M	Associate Vice President
Jenik, Warren F	Associate Vice President
Johnson, Blake W	Associate Vice President
Jones, Richard B	Associate Vice President
Kalvelage, John E	Associate Vice President
Kennison, Janet A	Associate Vice President
Kidd, Andra J	Associate Vice President
Kinard, David A	Associate Vice President
Kjenstad, Jason L	Associate Vice President
Knosby, Mary P	Associate Vice President
Koffer, Viola J	Associate Vice President
Kohl, Anna J	Associate Vice President
Koonce, Robert A	Associate Vice President
Koorn, Shawn W	Associate Vice President
Krieger, Ruth L	Associate Vice President
Krivanec, Christopher E	Associate Vice President
Kuvaas, Duke A	Associate Vice President
Labenz-Hough, Jeffery A	Associate Vice President
Lam, Michael K M	Associate Vice President
Larson, Lisa M W	Associate Vice President
Lloyd, Kevin J	Associate Vice President
Mac Neil, Michael S	Associate Vice President
Maguire, Molly M	Associate Vice President
Marroquin, Shirley H	Associate Vice President
McConnell, Edward C	Associate Vice President
McCullough, Vicki L	Associate Vice President
McGregor, George W	Associate Vice President
McKernan, Mary C	Associate Vice President
McLendon, Charles M	Associate Vice President
Meder, Shannon R	Associate Vice President
Meroney, Michael P	Associate Vice President
Michnovez, Eric J	Associate Vice President
Milliken, Andrew C	Associate Vice President
Muench, Brian P	Associate Vice President
North, Michael W	Associate Vice President
O'Neill, Patrick W D	Associate Vice President
Olsen, Tracy E	Associate Vice President
Palilla, Marco J	Associate Vice President
Palmatier, Alexander M	Associate Vice President
Pantelides, John	Associate Vice President
Pargas, Ricardo A	Associate Vice President
Patel, Sameer N	Associate Vice President

Officers

Name	Title
Pearce, Samuel W	Associate Vice President
Pozos, Nicole L C	Associate Vice President
Pucci, Michael W	Associate Vice President
Pullukat, Thomas S	Associate Vice President
Raila, Susan	Associate Vice President
Ray, Brian G	Associate Vice President
Register II, Marlin A	Associate Vice President
Renner, Paula S	Associate Vice President
Rennoldson, David C	Associate Vice President
Richardson, Lisa M	Associate Vice President
Riley, Linda R	Associate Vice President
Rocha, Camilo A	Associate Vice President
Rodriguez, Alberto	Associate Vice President
Rodriguez, Christopher B	Associate Vice President
Roether, Virginia M	Associate Vice President
Rohan, David P	Associate Vice President
Rosca, Gheorghe	Associate Vice President
Rouse, Eric C	Associate Vice President
Schneider, Nicholas L	Associate Vice President
Schnell, Steven J	Associate Vice President
Schwarz, Joseph H	Associate Vice President
Semenick, Richard C	Associate Vice President
Sherwood, Michelle E	Associate Vice President
Shields, Joseph R	Associate Vice President
Shingleton, Bethany R	Associate Vice President
Shockley, Adam C	Associate Vice President
Sklavounakis, Christothea	Associate Vice President
Slayton, Erin N	Associate Vice President
Sommer, Daniel L	Associate Vice President
Stahmer, Leslie R	Associate Vice President
Staud, Amy M. Balmer	Associate Vice President
Stoppelmoor, Richard L	Associate Vice President
Tannehill, Shelly M	Associate Vice President
Templer, Steven D	Associate Vice President
Terry, Melissa J	Associate Vice President
Thomure, Timothy M	Associate Vice President
To, Linc Hoang Linh	Associate Vice President
Tonilas, Bruce J	Associate Vice President
Toohey, Cheryl D	Associate Vice President
Van Dien, James P	Associate Vice President
Walsh, Claudia A	Associate Vice President
Warner, Terry R	Associate Vice President
Whitehead, Cynthia H	Associate Vice President
Whittaker, Christine L	Associate Vice President
Wigle, Matthew L	Associate Vice President
Womack, Shane R	Associate Vice President
Worster, Edgar S	Associate Vice President

Officers

Name	Title
Zapata, Leonel A	Associate Vice President
Zydel, Mark B	Associate Vice President
Hebor, Michael F	Associate Vice President - PT
Nagy, Harry E	Associate Vice President - PT
Pachman, Louis J	Secretary
Kudron, Bonnie J	Assistant Secretary
Hartnett, Chad M	Treasurer
Oleson, Alan G	Assistant Treasurer

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 1, 2015

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

SUBJECT:
For possible action to approve award of Modification No. 1 to Contract No. 11.1730.02-TF (REVISED), Flood Control Facilities Repair/Reconstruction/Maintenance - Department of Public Works - Award recommended to: RP WENDELL & SONS CO. ($2,400,000 - Road and Flood Capital Projects Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,400,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This modification is needed to provide additional repair and maintenance work required to repair damage within the Kyle Canyon Detention Basin as a result of flooding in late 2014. Work must be complete before the upcoming monsoon season begins in July 2015. Additional work includes repair of a 60" HDPE storm drain that requires immediate repair. RP Weddell & Sons Co. is located in Las Vegas, Nevada.

PCC: T. Fernandez
POC: Daniel Weddell - (702) 248-4829

RECOMMENDATION:
That City Council approve award of Modification No. 1 to Contract No. 11.1730.02-TF (REVISED), Flood Control Facilities Repair/Reconstruction/Maintenance to RP Weddell & Sons Co. in the amount of $2,400,000. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Modification No. 1 to Contract No. 11.1730.02-TF (REVISED)

CITY OF LAS VEGAS CONTRACT MODIFICATION

DATE: March 16, 2015

BID# 11.1730.02-TF (REVISED) PURCHASE ORDER #: 302314 SUPPLEMENT: MODIFICATION #: 1 *

NAME AND ADDRESS OF CONTRACTOR: RP WEDDELL & SONS
4945 E. CAREY AVENUE
LAS VEGAS NV 89115

CONTRACT DESCRIPTION: ANNUAL REPAIR/MAINTENANCE OF FLOOD CONTROL FACILITIES

DESCRIPTION AND REASON FOR MODIFICATION: To provide for additional repair and maintenance work required to repair damage within the Kyle Canyon Detention Basin as a result flooding in late 2014. Work must be complete before the upcoming monsoon season (i.e., July 2015). In addition, a 60" HDPE storm drain has been identified and requires immediate repair. This storm drain is the conveyance pipe for the Kyle Canyon Detention Basin outfall and the US 95 facility flows. The 2000 linear feet of storm drain pipe will be rehabilitated via trenchless technology.

CONTRACT CONTINGENCY AMOUNT: $0.00 REMAINING: $0.00

PRICE OF THIS MODIFICATION (WRITTEN): TWO MILLION FOUR HUNDRED THOUSAND DOLLARS: $2,400,000.00

TOTAL TIME EXTENSION FOR THIS MODIFICATION (WRITTEN): Zero # DAYS: 0

ORIGINAL COMPLETION DATE: N/A NEW COMPLETION DATE: N/A

PRICE OF CURRENT CONTRACT YEAR:	$1,043,800.00
PRICE OF THIS MODIFICATION:	$2,400,000.00
PRICE OF CONTRACT (INCLUDING THIS MODIFICATION):	$3,443,800.00

1. This Modification 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.

2. ALL OTHER TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS CONTRACT, INCLUDING PREVIOUS MODIFICATION(S), IF ANY, REMAIN THE SAME.

*Note: this is Modification No. 1 for current contract year

THE CITY OF LAS VEGAS AND THE CONTRACTOR NAMED ABOVE DO MUTUALLY AGREE TO THIS CONTRACT IN STRICT ACCORDANCE WITH THE TERMS AS STATED ABOVE. IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS MODIFICATION AS OF THE APPROVAL DATE OF THIS MODIFICATION.

APPROVED: _____ (NAME OF CONTRACTOR)

PURCHASING AND CONTRACTS MANAGER BY _____ DATE

_____ (SIGNATURE) _____ (TITLE)

_____ (DATE)

ATTEST: _____ (CITY CLERK)

APPROVED AS TO FORM:

John S. Ridilla (SIGNATURE)

3/18/15 (DATE)

John S. Ridilla
Deputy City Attorney

CLV 7042 P&C 6/8/94 1210-020-6/94

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 2015

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

SUBJECT:
For possible action to approve Use Agreement No. 150140-RH, authorizing use of Maricopa County, Arizona's RFP No. 13120, Oracle Products, Services and Solutions, including indemnification provision - Department of Information Technologies - Award recommended to: DLT SOLUTIONS, LLC (Not-to-Exceed $500,000 - Various Funds)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $500,000
Funding Source: Various funds
Dept./Division: Information Technologies

PURPOSE/BACKGROUND:
This agreement will allow the City to use Maricopa County, Arizona's contract for Oracle software and services. Exhibit D (End-User License Agreement) Section G, and Exhibit E (Managed Cloud Services Agreement) Section 6(f) and Section 12 of the agreement contain indemnification provisions. Pursuant to R-48-2006, authority to accept these indemnification provisions rests with the City Council. This item is exempt from the competitive bidding process pursuant to NRS 332.195, which allows local governments to use contracts of other government entities. DLT Solutions, LLC is located in Herndon, Virginia.

PCC: R. Holder POC: Bobby Butler - (703) 708-9639

RECOMMENDATION:
That City Council approve award of Use Agreement No. 150140-RH, authorizing use of Maricopa County, Arizona's RFP No. 13120, Oracle Products, Services and Solutions to DLT Solutions, LLC in the annual not-to-exceed amount of $500,000 including future annual renewals. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Use Agreement No. 150140-RH

U.S. COMMUNITIES RFP No. 13120

ORACLE PRODUCTS, SERVICES, AND SOLUTIONS

MUTUAL USE CONTRACT

THIS Contract is made and entered into this _____ day of _____, 2015, by and between the **CITY OF LAS VEGAS** (herein the "City"), a municipal corporation within the State of Nevada, and **DLT SOLUTIONS, LLC.,** (herein the "Supplier"), a corporation organized and existing under the laws of the State of Virginia.

RECITALS

WHEREAS, the Supplier and Maricopa County (a political subdivision of the State of Arizona) (herein "Originating Government Entity") have entered into that Contract dated April 23, 2014, RFP No. 13120, which provides for Oracle Products, Services and Solutions (herein the "Supplier Contract"); and

WHEREAS, pursuant to NRS 332.195, governmental entities within this State may join or use the contracts of other governmental entities with the authorization of the Supplier; and

WHEREAS, the City desires to use the Supplier Contract between the Supplier and the Originating Government Entity; and

WHEREAS, the City and Supplier intend to enter into an agreement between themselves using the terms, conditions and specifications of the Supplier Contract to the extent such are incorporated by reference herein.

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

1. This Contract shall consist of **Exhibit "A"**, Special Conditions (1 page), attached hereto and incorporated herein, and **Exhibit "B"** (59 pages), the terms, conditions and covenants of the Supplier Contract, a copy of which is attached hereto and made a part hereof.

2. As required pursuant to NRS 332.195, the Supplier hereby authorizes and consents to the City using the terms, conditions and covenants of the Supplier Contract as the basis for this Contract, and the City hereby agrees, in consideration of such authorization and consent, to be bound by the terms, conditions and covenants of the Supplier Contract. In the event of any conflicts between the terms of Supplier Contract and the terms of this Contract, the Supplier Contract will take precedence.

3. The Supplier Contract is based upon the estimated procurement figures of the Originating Government Entity. The City hereby agrees to the purchase of supplies and/or services in greater or lesser amounts than estimated in the Supplier Contract. The City reserves the right, however, to terminate this Contract and bid or negotiate a new contract if procurements by the City under this Contract are significantly greater than the estimated amounts in the Supplier Contract.

4. This Contract and the rights granted hereunder to the City shall continue in force and effect for the period of time set forth in the Supplier Contract. In the event that the Supplier Contract is terminated for any reason, including the Originating Government Entity's failure to exercise any or all of the options granted thereunder, the City shall have the right to continue this Contract in force and effect despite such termination, and to exercise any and all of the options which the Originating Government Entity fails to exercise thereunder.

5. The City reserves its right to terminate this Contract and its use of the Supplier Contract for any reason whatsoever, and such termination shall be effective ten (10) days after written notice is provided to the Supplier. In the event of such termination, Supplier will be entitled to costs incurred as a result of execution of this Contract provided the

Supplier is able to submit documentation to substantiate such incurred costs to the City. The City's exercise of its right to terminate herein shall have no effect on the Supplier Contract between the Supplier and the Originating Government Entity.

6. Any change or modification to the Supplier Contract between the Supplier and the Originating Government Entity shall be applicable to the City if so agreed to in writing by the City. In the event that such change or modification adversely impacts the City, the City may elect not to incorporate the change or modification as part of this Contract.

7. Any notice or other communication given in connection with this Contract shall be made in writing and either delivered in person, by fax to the number provided below (if telephonic confirmation of transmittal is received), or via United States Postal Service or overnight courier service to the following person and address:

FOR THE SUPPLIER: Attn: Contracts Lead
DLT Solutions, LLC
13861 Sunrise Valley Drive, Suite 400
Herndon, VA 20171

FOR THE CITY: Manager, Purchasing and Contracts
City of Las Vegas
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
Fax: (702) 384-9964

The parties shall provide written notification of any change in the information stated above.

8. The Supplier agrees to maintain the insurance coverages defined in **Exhibit "A"** for the term of this Contract.

9. Unless the content indicates otherwise, references in the Supplier Contract to the Originating Government Entity shall be understood and interpreted to refer to the City for purposes of this Contract.

10. 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

11. Discrimination: The City 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. The 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.

12. 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.

The Supplier further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by Supplier shall constitute a material breach of this Contract.

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
Manager, Purchasing and Contracts

ATTEST:

LUANN D. HOLMES, MMC
Acting City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 3-3-15
Deputy City Attorney Date

DLT SOLUTIONS, LLC

Bobby Butler Jr. 3/6/15
BOBBY BUTLER
Team Lead, Contracts

EXHIBIT A - SPECIAL CONDITIONS

1. Invoices [CAO-5/2/12]

a) The Supplier shall submit a detailed invoice to the City, after shipment 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 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 thirty (30) calendar days. **Invoices received without a valid purchase order number will be returned unpaid.** The Supplier 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

2. Insurance [CAO-1/12/09] R

The Supplier shall procure and maintain Workers' Compensation, General Liability and Auto Liability Insurance, at its own expense, for all work related to the performance of this Contract. The Supplier shall provide proof of insurance upon request of the City.

3. Indemnification [CAO-5/2/12]

a) In addition to the insurance requirements set forth in Section 2. (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 third party claims, liabilities, direct damages, losses, suits, actions, decrees, and judgments including, reasonable attorney's fees, court costs or other reasonable expenses (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) 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 costs, including attorney's fees and court costs, to the Supplier.

EXHIBIT B to City of Las Vegas CT. 150140-RH

SERIAL 13120-RFP ORACLE PRODUCTS, SERVICES AND SOLUTIONS

DATE OF LAST REVISION: April 23, 2014 **CONTRACT END DATE: April 30, 2017**

CONTRACT PERIOD THROUGH APRIL 30, 2017

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **ORACLE PRODUCTS, SERVICES AND SOLUTIONS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 23, 2017.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

SD/mm
Attach

Copy to: Office of Procurement Services
Sandip Dholakia, Office of Enterprise Technology

SERIAL 13120-RFP ORACLE PRODUCTS, SERVICES AND SOLUTIONS

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TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **ORACLE PRODUCTS, SERVICES AND SOLUTIONS**

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Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

SD/mm
Attach

Copy to: Office of Procurement Services
Sandip Dholakia, Office of Enterprise Technology

CONTRACT PURSUANT TO RFP

SERIAL 13120-RFP

This Contract Pursuant to Request for Proposals (RFP) Serial No. 13120 (the "Contract") is entered into this 23RD day of April 2014 (the "Contract Effective Date") by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and DLT Solutions LLC Virginia corporation ("Contractor") (collectively, the "Parties") for the purchase of Oracle Products, Services and Solutions.

1.0 CONTRACT TERM

1.1 This Contract is for a term of Three (3) years, beginning on the 23rd day of April 2014 (the "Services Effective Date") and ending the April 30th 2017.

1.2 County may, at its option and with the agreement of Contractor, renew the term of this Contract for additional terms up to a maximum of two (2) additional years following the Contract Effective Date; or, at County's sole discretion, extend this Contract on a month-to-month basis for a maximum of six (6) months after expiration. County shall notify Contractor in writing of its intent to extend this Contract term at least thirty (30) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEES AND ADJUSTMENTS

2.1 Contractor and County agree that the fees for services performed under this Contract are set forth in the Pricing Sheet attached hereto and incorporated herein as Exhibit A.

2.2 Contractor will provide County with one hundred eighty (180) days prior written notice of the revised service fees, if any, for subsequent agreement periods for which County may elect to renew beyond the initial term of three (3) years. If County agrees to the revised service fees, such changes will become effective the first day of the new applicable term and be reflected in a new Exhibit A provided by Contractor, which will replace the existing Exhibit A for the successor term.

3.0 PAYMENTS AND INVOICES

3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."

3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

3.3.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Freight (if applicable)
- Extended price
- Mileage w/rate (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site **(http://www.maricopa.gov/Finance/Vendors.aspx).**

3.3.4 Any payments made by County using an Electronic Funds Transfer (EFT) process will be made to the routing and account numbers designated by Contractor and include the details on the specific invoices that the payment covers. Contractor is required to discuss remittance delivery capabilities with its designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating Contractor as herein provided are actually available to County for disbursement. County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state or federal agency or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES

5.1 Contractor shall perform all duties stated in, and execute where applicable the Scope of Services incorporated herein as Exhibits B.

5.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations (For Professional Services).

6.0 TERMS and CONDITIONS

6.1 INDEMNIFICATION

6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all third party claims, direct damages, losses and expenses, including, but not limited to, reasonable attorneys' fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, attributable to, caused by, or alleged to have resulted from the acts, errors, omissions, mistakes or malfeasance of Contractor and its subcontractors, agents, representatives, officers, directors, officials, and employees, in the performance of or relating to the performance of the provisions of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any third party claim, direct damage, loss or expense that is caused by any acts, errors, omissions or mistakes in the performance of this Contract by Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.

6.1.2 The amount and type of insurance coverage requirements set forth in this Contract will in no way be construed as limiting the scope of the indemnity in Section 6.1.1.

6.1.3 The scope of Contractor's indemnification obligation under Section 6.1.1 does not extend for claims that arise due to the sole negligence errors, omissions, mistakes or malfeasance of County.

6.2 INSURANCE

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance, naming County as additional insured, shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be

solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insured's.

6.2.8 The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 Commercial General Liability:

Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than $2,000,000 each occurrence with respect to any of Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of Contractor's work or services under this Contract.

6.2.11 Workers' Compensation:

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than $1,000,000 for each accident, $1,000,000 for each disease for each employee, and $1,000,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent any damages are covered by the Workers' Compensation, Employer's Liability, Automobile Liability, CGL, or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Errors and Omissions/Professional Liability Insurance:

Errors and Omissions/Professional Liability insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions of Contractor, with limits of no less than $1,000,000 for each claim and/or occurrence.

6.2.13 Certificates of Insurance:

6.2.13.1 Prior to commencing work or services under this Contract, Contractor shall furnish County with valid and complete certificates of insurance, or formal endorsements as required by this Contract in the form provided by County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.13.1.1 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.13.1.2 If a policy does expire during the life of this Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.14 Cancellation and Expiration Notice:

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to County.

6.3 WARRANTY OF SERVICES

6.3.1 Contractor warrants that all services provided hereunder will conform to the requirements of this Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by Contractor shall not relieve Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at Contractor's expense, require prompt correction of any services failing to meet Contractor's warranty herein, if a remedy is not otherwise specified in this Contract. Services corrected by Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 INSPECTION OF SERVICES:

6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at no increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

6.4.4.2 Terminate the Contract for default.

6.5 REQUIREMENT OF CONTRACT BOND(S) (APPLIES TO PROFESSIONAL SERVICES AND WILL BE DETERMINED BY EACH PROJECT BY REQUESTOR)

6.5.1 Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bond(s), which shall become binding upon the award of the Contract to the Contractor.

6.5.1.1 A Performance Bond equal to the full Contract amount (or as specified) conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract.

6.5.1.2 A Payment Bond equal to the full contract amount solely for the protection of claimants supplying labor or materials to the Contractor or his Subcontractors in the prosecution of the work provided for in such Contract.

6.5.2 Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

6.5.3 Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

6.6 NOTICES

Except for notices containing protected health information (PHI), in which case Exhibit C hereto shall govern, all notices given pursuant to the terms of this Contract shall be addressed to:

For County:
Maricopa County
Office of Procurement Services
Attn: Chief Procurement Officer
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:
DLT Solutions LLC
13861 Sunrise Valley Drive, Suite 400
Herndon VA 20171

6.7 REQUIREMENTS CONTRACT

6.7.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

6.7.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

6.8 TERMINATION FOR CONVENIENCE

County reserves the right to terminate this Contract at any time, in whole or in part and without penalty or recourse, by providing at least ten (10) days prior written notice. Upon receipt of the written notice, Contractor shall immediately stop all work, notify all subcontractors of the effective date of the termination and minimize all further costs to County. In the event of termination under this Section, all documents, data and reports prepared by Contractor or its subcontractors or agents under this Contract shall become the property of and be delivered to County or its designee upon demand. Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination provided that such services are performed in accordance with the provisions of this Contract.

6.9 TERMINATION FOR DEFAULT

6.9.1 In addition to the rights reserved in this Contract, County may terminate this Contract at any time, in whole or in part and without penalty or recourse, due to the failure of Contractor to comply with any term or condition of this Contract and its exhibits, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to perform its obligations or make satisfactory progress in performing its obligations under this Contract. The Parties agree that termination under this Section shall not occur unless written notice of the alleged breach or non-performance is first given to Contractor and Contractor fails to cure the alleged breach or non-performance within fifteen (15) days following receipt of such written notice. The Procurement Officer shall provide written notice of the termination and the reasons for it to Contractor. Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination provided that such services are performed in accordance with the provisions of this Contract.

6.9.2 Upon termination under Section 6.7.1, all goods, materials, documents, data and reports prepared by Contractor or its subcontractors or agents under this Contract shall become the property of and be delivered to County on demand.

6.9.3 County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract.

Contractor shall be liable to County for any excess costs incurred by County in procuring materials or services in substitution for those due from Contractor if termination by County was made pursuant to Section 6.7.1.

6.2.1 Contractor shall continue to perform in accordance with the requirements of this Contract up to the date of termination, as directed in the termination notice.

6.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that pursuant to A.R.S. §38-511, County may cancel this Contract without penalty or further obligation within three (3) years after execution of this Contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of County is at any time while this Contract or any extension of this Contract is in effect, an employee or agent of any other party to this Contract in any capacity or consultant to any other party of this Contract with respect to the subject matter of this Contract. Additionally, pursuant to A.R.S §38-511, County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of County from any other party to this Contract arising as the result of this Contract.

6.11 OFFSET FOR DAMAGES

In addition to all other remedies at law or equity, County may offset from any money due to Contractor any amounts Contractor owes to County for damages resulting from breach or deficiencies in performance under this Contract.

6.12 ADDITIONS/DELETIONS OF SERVICE

County reserves the right to add and/or delete materials to this Contract. If a service requirement is deleted, payment to Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional materials are required from this Contract, prices for such additions will be negotiated between Contractor and County.

6.13 RELATIONSHIPS

In the performance of the services described herein, Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, joint venture or joint employers between County and Contractor. Except as expressly set forth in this Contract, Contractor does not have the authority to enter into any contract or incur any liability on behalf of County.

6.14 SUBCONTRACTING

Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project. Any use by Contractor of Contractor's affiliates as subcontractors, or other subcontractors, to perform Contractor's services under this Contract, is subject to Contractor remaining primarily responsible for its obligations under this Contract and ensuring that services are provided to the same extent that Contractor would have provided such services had Contractor performed those services without the use of an affiliate or subcontractor. In addition, Contractor shall ensure that any and all such affiliates and subcontractors agree to the same restrictions, conditions, and requirements that apply through this Contract to such affiliates and subcontractors and shall keep County informed concerning the performance of all affiliates and subcontractors.

6.15 AMENDMENTS

All amendments to this Contract shall be in writing and approved/signed by both Parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.16 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW

6.16.1 In accordance with section MCI 367 of the Maricopa County Procurement Code, Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. County, Federal or State auditors and any other persons duly authorized by County shall have full access to, and the right to examine, copy and make use of, any and all said materials in the context of the audit.

6.16.2 If Contractor's books, records , accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, Contractor shall reimburse County for the services not so adequately supported and documented.

6.17 AUDIT DISALLOWANCES

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future service fee invoice submitted by Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by Contractor.

6.18 SEVERABILITY

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.19 RIGHTS IN DATA

County shall own and have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder. County and Contractor acknowledge that records created pursuant to performance of this Contract may be determined to be public records under the Arizona Public Records Law, A.R.S. §§ 39-101 to -161 unless an exception is recognized under Federal or State law.

6.20 INTEGRATION

This Contract represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.21 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

6.21.1 By entering into this Contract, Contractor warrants compliance with (i) the Immigration and Nationality Act (INA) and all other federal immigration laws and regulations related to the immigration status of Contractor's employees, and (ii) A.R.S. §23-214(A) and its e-

verify requirements. Contractor shall obtain statements from its subcontractors similarly certifying compliance and shall furnish the statements to the County Procurement Officer upon request. These warranties shall remain in effect through the term of this Contract. Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under this Contract and verify employment eligibility of each employee using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.21.2 County retains the legal right to inspect the verification records and related documents of Contractor and subcontractor(s) performing work under this Contract to verify compliance with Section 6.19.1. Contractor and subcontractor shall be given reasonable notice of County's intent to inspect and shall make the documents available at the time and date specified. Should County suspect or find that Contractor or any of its subcontractors are not in compliance, County will consider this a material breach of this Contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of this Contract for default, and suspension and/or debarment of Contractor. All costs necessary to verify compliance are the responsibility of Contractor.

6.22 CONTRACTOR LICENSE REQUIREMENT

6.22.1 Contractor shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of its business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. Contractor shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of this Contract and shall comply with the same. Contractor shall immediately notify both the Maricopa County Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.23 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.23.1 The undersigned (authorized official signing for Contractor) certifies to the best of his or her knowledge and belief, that Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.23.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;

6.23.1.2 have not within a 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.23.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in Section 6.21.1.2; and

6.23.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.23.2 Should Contractor not be able to provide this certification, an explanation as to why should be attached to this Contract.

6.23.3 Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.24 PRICES

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services

6.25 GOVERNING LAW

This Contract shall be governed by the laws of the State of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.26 ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.27 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or otherwise engage in any unethical conduct, may be grounds for Disbarment or Suspension under MC1-902.
An attempt to influence includes, but is not limited to:

6.27.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy,

6.27.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a person attempts to influence any employee or agent of Maricopa County, the Maricopa County Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, and/or any remedy provided by this Contract.

6.28 TAXES

Contractor agrees to hold County harmless from any and all taxes, assessments or governmental charges incurred by it in connection with Contractor providing services under this Contract. If at any time County believes that a tax levied in connection with this Contract was not properly taxed or taxable, Contractor agrees to execute Arizona Form 285, as well as any other Representation Authorization Form or document necessary to permit County to contest the tax or seek a refund. In such event, Contractor agrees to fully cooperate with County in such matter.

6.29 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract

award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.30 INCORPORATION OF DOCUMENTS

The Parties agree that the following attached Exhibits are made part of this Contract:

6.30.1 Exhibit A, Pricing Sheet;

6.30.2 Exhibit B, Scope of Work;

6.30.3 Exhibit C, Oracle License Definitions and Rules.

6.30.4 Exhibit D, DLT Solutions, Oracle End User License Agreement (EULA)

6.30.5 Exhibit E, Managed Cloud Services Terms and Conditions

6.30.6 Exhibit F, Manufacturers Statement of Terms for Hardware

6.30.7 Exhibit G, Maricopa County Contractor Travel Policy

IN WITNESS WHEREOF, this Contract is executed on the dates set forth below.

CONTRACTOR

DLT Solutions LLC

AUTHORIZED SIGNATURE

VP General Counsel

PRINTED NAME AND TITLE

13861 Sunrise Valley Dr., Suite 400
Herndon VA 20171

4/8/2014

DATE

MARICOPA COUNTY

CHAIRMAN, BOARD OF SUPERVISORS

APR 23 2014

DATE

ATTESTED:

CLERK OF THE BOARD 042314

APR 23 2014

DATE

APPROVED AS TO FORM:

LEGAL COUNSEL

21 April 2014

DATE

1.0 INTRODUCTION AND BACKGROUND

1.1 MASTER AGREEMENT

Contract to provide Maricopa County (herein "Lead Public Agency") on behalf of itself and all states, local governments, school districts (public and private), and higher education institutions (public and private) in the United States of America, and other government agencies (herein "Participating Public Agencies") a complete line of Oracle Products, Services and Solutions (herein "Products and Services"). Contractor shall seek authorization from Oracle to offer Master Agreement to any non-profit organizations and upon authorization shall offer Master Agreement to such non-profit organizations.

ALL PRODUCTS OFFERED MUST BE NEW OR LIKE NEW AND OF LATEST DESIGN AND TECHNOLOGY UNLESS OTHERWISE SPECIFIED BY ORACLE.

1.2 OBJECTIVES

1.2.1 Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;

1.2.2 Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;

1.2.3 Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;

1.2.4 Combine the volumes of Participating Public Agencies to achieve cost effective pricing;

1.2.5 Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;

1.2.6 Provide Participating Public Agencies with environmentally responsible products and services.

1.3 GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

1.3.1 **Oracle Products, Services and Solutions: Contractor is** provide the broadest possible selection of Oracle Products, Services and Solutions they offer currently and in the future (based on Oracle Products:

1.3.2 **Applications:** Customer Experience, Enterprise Performance Management, Enterprise Resource Planning, Human Capital Management, Supply Change Management, and any other Applications offered by Supplier

.

1.3.3 **Database:** Oracle Database, Real Application Clusters, Data Warehousing, Data Security, MYSQL, Berkeley Database, TimeTen in memory Database, and any other Database Products and Services offered by Supplier.

1.3.4 **Engineered Systems:** Big Data Appliance, Exadata Database Machine, Exalogic Elastic Cloud, Exalytics in-memory Machine, Database Appliance, Oracle Super Cluster, Oracle Virtual Compute Appliance, Sun, and any other Engineered Systems offered by Supplier.

1.3.5 **Enterprise Management:** Cloud Management, Application Management, Database Management, Middleware Management, Hardware and Virtualization Management, Heterogeneous Management, Lifecycle Management and any other Enterprise Management offered by Supplier.

1.3.6 **Java:** Products and services.

1.3.7 **Middleware:** Cloud Application Foundation, Data Integration, Business Analytics, Identity Management, Service-Oriented Architecture, Business Process Management, WebCenter, WebLogic, and any other Middleware offered by Supplier.

1.3.8 **Operating Systems:** Oracle Solaris, Oracle Linux and any other Operating Systems offered by Supplier.

1.3.9 **Server, Storage and Networking:** SPARC, Oracle SuperCluster, X86, Blade, Netra, SAN Storage, NAS Storage, Tape Storage, Networking and Data Center Fabric Products and any other Server, Storage, and Networking products/services available from Supplier.

1.3.10 **Virtualization:** Oracle VM for X86, VM for SPARC, Virtual Desktop and other Virtualization available from Supplier.

1.3.11 **Services:** Consulting, Training, Financing, Cloud Based Services and Hosting and any other Support Services available from Supplier.

1.3.12 **Related Products, Services and Solutions:** Any related Oracle Products, Services and Solutions available from Supplier.

1.4 INTENT:

This contract is to provide a nationwide purchasing agreement for the acquisition of Oracle products, services and solutions, including but not limited to, Applications, Database, Engineered Systems, Enterprise Management, Java, Middleware, Operating Systems, Server, Storage, Networking, Virtualization, Financing, Hosting and all other services including consulting and other support services that are now offered by Oracle or may be in the future.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's or Participating Public Agency's needs or to ensure adequate competition on any project or task order work

2.0 CONTRACT REQUIREMENTS:

2.1 Throughout the life of this contract, the contractor will maintain expertise, resources and capabilities to:

2.1.1 Provide commercial hardware, software, services and solutions as ordered under the task order;

2.1.2 Perform consulting, assessment, design, integration, installation and managed Services/Solutions at the task order level;

2.1.3 Perform a wide range of professional, technical support and engineering Services/Solutions to support the mission and objectives of Maricopa County and Participating Public Agencies as authorized buyers of this contract;

2.1.4 Provide maintenance support Services/Solutions;

2.1.5 Provide ancillary support (logistics support, etc.) relating to provisions of the above-listed products and Services/Solutions;

2.1.6 Provide project management support for each deliverable under the contract; and

2.1.7 Provide project specific and overall contract performance reporting, as required.

2.2 CURRENT PRODUCTS AND SERVICES REQUIRED:

2.2.1 **Applications**

2.2.1.1 Customer Experience
2.2.1.2 Enterprise Performance Management
2.2.1.3 Human Capital Management
2.2.1.4 Supply Change Management
2.2.1.5 Other Applications available from Offeror

2.2.2 **Database**

2.2.2.1 Oracle Database
2.2.2.2 Real Application Clusters
2.2.2.3 Data Warehousing
2.2.2.4 Data Security
2.2.2.5 MYSQL

2.2.2.6 Berkeley Database
2.2.2.7 TimeTen in Memory Database
2.2.2.8 Other Database Products and Services available from Offeror

2.2.3 **Engineered Systems**

2.2.3.1 Big Data Appliance
2.2.3.2 Exadata Database Machine
2.2.3.3 Exalogic Elastic Cloud
2.2.3.4 Exalytics in-memory Machine
2.2.3.5 Database Appliance
2.2.3.6 Oracle Super Cluster
2.2.3.7 Oracle Virtual Compute Appliance
2.2.3.8 Sun
2.2.3.9 Other Engineered Systems available from Offeror

2.2.4 **Enterprise Management**

2.2.4.1 Cloud Management
2.2.4.2 Application Management
2.2.4.3 Database Management
2.2.4.4 Middleware Management
2.2.4.5 Hardware and Virtualization Management
2.2.4.6 Heterogeneous Management
2.2.4.7 Lifecycle Management
2.2.4.8 Other Enterprise Management available from Offeror

2.2.5 **Java**

2.2.6 **Middleware**

2.2.6.1 Cloud Application Foundation
2.2.6.2 Data Integration
2.2.6.3 Business Analytics
2.2.6.4 Identity Management
2.2.6.5 Service-Oriented Architecture
2.2.6.6 WebCenter
2.2.6.7 WebLogic
2.2.6.8 Other Middleware available from Offeror

2.2.7 **Operating Systems**

2.2.7.1 Oracle Solaris
2.2.7.2 Oracle Linux
2.2.7.3 Other Operating Systems available from Offeror

2.2.8 **Server, Storage and Networking**

2.2.8.1 SPARC
2.2.8.2 Oracle SuperCluster

2.2.8.3 X86
2.2.8.4 Blade
2.2.8.5 Netra
2.2.8.6 SAN Storage
2.2.8.7 NAS Storage
2.2.8.8 Tape Storage
2.2.8.9 Networking and Data Center Fabric Products
2.2.8.10 Other Server, Storage and Networking products/services available from Offeror

2.2.9 **Virtualization**

2.2.9.1 Oracle VM for X86
2.2.9.2 Oracle VM for SPARC
2.2.9.3 Oracle Virtual Desktop
2.2.9.4 Other Virtualization available from Offeror

2.2.10 **Services**
2.2.10.1 Consulting
2.2.10.2 Training
2.2.10.3 Financing
2.2.10.4 Cloud Based Services and Hosting
2.2.10.5 Other Support Services available from Offeror

2.3 STAFF EXPERIENCE:

2.3.1 Contractor shall provide full-time and part-time staff; proposed consultants and subcontractors who may be assigned direct work for this contract should be identified. Information is required that will show the composition of the task or work group, specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this contract. The technical areas, character and extent of participation by any subcontractor or consultant activity must be identified. Resumes of staff and proposed consultants are required that will indicate education, background, and recent relevant experience in providing Oracle Products, Services and Solutions. Current contact information is to be included.

2.4 PACKAGING/PACKING:

Unless otherwise stated, commercial packages and packing, suitable for the type, size, and kind of product, commonly used in the industry for the purpose, so constructed as to ensure acceptance and safe delivery, at the lowest rate, to the point of delivery specified in the bid document is acceptable.

2.5 SHIPPING CHARGES:

2.5.1 Shipping costs will be borne by the Contractor. FOB: Destination.

2.5.2 Exceptions to normal shipping charges:

Expedited freight will be pre-paid by the Contractor and added to invoice if the normal shipping schedule does not meet County requirements. These requirements will be made in writing to the contractor.

2.6 DELIVERY:

2.6.1 Delivery shall be made within 48 hours ARO.
2.6.2 Exceptions to delivery schedule will be special order items that must be identified and approved by the ordering entity.

2.7 FACILITIES:

During the course of this Contract, the Maricopa County may provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.8 TRAINING:

The Contractor shall provide a minimum of (To be determined for each Task Order) to completely train County personnel in the use and care of the equipment.

2.9 WARRANTY:

The minimum warranty shall be 90-days, or the manufacturers' warranty, whichever is greater. Warranty replacement shall be done at no additional cost to the County. This includes *special order* or *non-stock* parts. Freight charges, transportation charges, etc. are all incurred by the Contractor. The effective date on all warranties shall commence upon the date of installation.

Contractor shall respond to all warranty requests within 24-hours of notification.

2.10 ACCEPTANCE: For Customer's Initial purchase of each Equipment and Software product. Licensor shall provide an acceptance test period (the "Test Period ") that commences upon Installation. Installation shall be defined as: a.) the Equipment, if any, is mounted; b.) the Software is installed on the data base server(s) and/or personal computer(s); and c.) implementation team training, if any, is complete. During the Test Period, Customer shall determine whether the Equipment and Software meet the Licensor published electronic documentation, ("Specifications"). The Test Period shall be for 90 days. If Customer has not given Licensor a written deficiency statement specifying how the Equipment or Software fails to meet the Specification ("Deficiency Statement') within the Test Period, the Equipment and Software shall be deemed accepted. If Customer provides a Deficiency Statement within the Test Period, Licensor shall have 30 days to correct the deficiency, and the Customer shall have an additional 60 days to evaluate the Equipment and Software. If the Equipment or Software does not meet the Specifications at the end of the second 30 day period, either Customer or Licensor may terminate this Contract. Upon any such termination, Customer shall return all Equipment and Software to Licensor, and Licensor shall refund

any monies paid by Customer to Licensor therefore. Neither party shall then have any further liability to the other for the products that were the subject of the Acceptance Test.

2.11 RETURN POLICY:

The Bidders shall state their return policy, time limitations, or restocking charges (if any) for such returns. Products will not be accepted in damaged or broken/unsealed packages. Credit memos shall be issued, in accordance with the Contractor's return policy. If a restocking charge is applied, the credit memo must reflect the full credit amount of each item returned and the restocking charge shall be a separate line.

2.12 EXPEDITED DELIVERY:

2.12.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the County.

2.12.2 The County shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.

2.12.3 Upon receipt of material(s) and invoicing, the County shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The County shall retain all documents related to these costs within the agency purchase file.

2.13 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

2.13.1 Contract Serial number.

2.13.2 Contractor's name and address.

2.13.3 Using Agency name and address.

2.13.4 Using Agency purchase order number.

2.13.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.14 USAGE REPORT:

Upon request, the Contractor shall furnish a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be

approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.15 TAX: MARICOPA COUNTY (SERVICES):

No tax shall be levied against labor or services. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

2.16 TAX MARICOPA COUNTY (COMMODITIES)

Tax shall not be levied against labor or Services. Sales/use tax will be determined by County. Tax will not be used in determine low price.

2.17 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

ORACLE

License Definitions and Rules

Definitions and License Metrics

$M Annual Transaction Volume: is defined as one million U.S. Dollars in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by you and others during the applicable year of the Oracle Exchange Marketplace license, regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

Applications National Language Support (NLS) Supplement Media Packs: Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, My Oracle Support has information on which products have been translated for the supported languages (https://support.oracle.com). For new or unsupported customers, please contact your Oracle Account Manager for this information.*{mandatory on orders with Applications, otherwise may be removed}*

$M in Application Annual Revenue: is defined as one million U.S. Dollars excluding taxes processed through the licensed program. For Oracle Self-Service E-Billing products, the Annual Revenue is equivalent to the total invoiced amount for all company accounts that have at least one enrolled user per billing period.

Application User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. If you license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, you are required to maintain licenses for the equivalent number of Application Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle Fusion Sourcing, Oracle iSupplier Portal, Oracle Fusion Supplier Portal, Oracle Services Procurement, PeopleSoft eSupplier Connection, PeopleSoft Strategic Sourcing and JD Edwards Supplier Self Service programs, use by your external suppliers is included with your application user licenses.

Application Read-Only User: is defined as an individual authorized by you to run only queries or reports against the application program for which you have also acquired non read-only licenses, regardless of whether the individual is actively using the programs at any given time.

Brand: is defined as a named product offering that corresponds to a specific molecular entity, including multiple dosage forms and multiple strengths for the same molecular entity.

Case Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the program (measured explicitly in the program as Received Data Collection Instruments) during a 12 month period. You may not exceed the licensed number of CRF Pages during any 12 month period unless you acquire additional CRF Page licenses from Oracle.

Chassis: is defined as a physical enclosure containing hardware. For the purposes of the following programs: Oracle Fabric Manager and Oracle Fabric Monitor, only the chassis (a) that contain networking hardware and (b) that are managed by the program must be counted for the purpose of determining the number of licenses required.

Collaboration Program User: is defined as an individual authorized by you to use the programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. For the purposes of counting and licensing the number of Beehive Synchronous Collaboration users, a Collaboration Program User within your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to your company and attending a web conference are not required to be licensed.

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the programs. The term Compensated Individual includes, but is not limited to, your employees, contractors, retirees, and any other Person.

Computer: is defined as the computer on which the programs are installed. A Computer license allows you to use the licensed program on a single specified computer. For the purposes of Computer licenses for the Oracle Health Science Integration Engine program, a communication point is an interface to an input system (e.g., a clinical laboratory system in a hospital or healthcare setting) or to an output system (e.g., a healthcare data repository).

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Concurrent User: is defined as each individual that may concurrently use or access the programs. Concurrent Users shall be only customers or prospective customers of yours, and shall not be business partners, or employees of yours.

Connected Instance: is defined as the configuration between Oracle Policy Automation Connector for Oracle CRM On Demand and the Oracle CRM On Demand instance's web service endpoint. For each Oracle CRM On Demand instance so configured, an additional Connected Instance is required.

Connector: is defined as each connector connecting the software product with an external product. A unique connector is required for each distinct product that the software product is required to interface.

$M Cost of Goods Sold: is defined as one million U.S. Dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue.

CPU: is defined as a chip that contains a collection of one or more cores on which the program is running. Regardless of the number of cores, each chip counts as 1 CPU.

Custom Suite User: is defined as an individual authorized by you to use the application programs included in the applicable Custom Applications Suite which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time.

Customer: is defined as the customer entity specified on your order. The programs may not be used or accessed for the business operations of any third party, including but not limited to your customers, partners, or your affiliates. There is no limitation on the number of computers on which such programs may be copied, installed and used.

Customer Account: is defined as each unique Customer Account, designated by a unique account number, for which the billing information is managed or displayed using the program, regardless of the number of individual account holders associated with such accounts.

Oracle Customer Data & Device Retention Service: is defined as a service for which the description may be found **in the** Technical Support Policies section (**Oracle Hardware and Systems Support Policies)** at www.oracle.com/contracts and which is incorporated by reference.

Customer Record: is defined as each unique Customer Record (including contact records, prospect records and records in external data sources) that you may access using the program.

Developer User / Developer/ Developer Seat: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. With respect to Developer Users only, such users may create, modify, view and interact with the programs and documentation.

Disk Drive: is defined as a spinning media device that stores data accessed by the Oracle Exadata Storage Server Software program.

Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle program from any source (not manually entered by licensed users) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12 month period.

Employee: is defined as (i) all of your full-time, part-time, temporary employees, and (ii) all of your agents, contractors and consultants who have access to, use, or are tracked by the programs. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the programs.

Employee for HCM: is defined as (i) all of your full-time, part-time, temporary employees, and (ii) all of your agents, contractors and consultants who have access to, use, or are tracked by the programs. The quantity of the licenses required is determined by the number of Employees for HCM and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees for HCM: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the programs. Employees for HCM may only use the licensed programs with Oracle application programs that contain "Oracle Fusion Human Capital Management" as a prefix in the program name.

Employee User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

Enterprise Employee: is defined as (i) all of your full-time, part-time, temporary employees, and (ii) all of your agents, contractors and consultants who have access to, use, or are tracked by the programs. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Enterprise Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the programs. The value of these program licenses is determined by the number of Enterprise Employees. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the number of Enterprise Employees as of the effective date of your order. If at any time the number of Enterprise Employees exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise Employees as of such date.

Enterprise Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in your institution and any part-time student enrolled in your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements. The value of these program licenses is determined by the number of Enterprise FTE Students. For these program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise FTE Students as of the effective date of your order. If at any time the number of Enterprise FTE Students exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise FTE Students is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise FTE Students. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise FTE Students as of such date.

Enterprise Trainee: is defined as an employee, contractor, student or other person who is being recorded by the program. The value of these program licenses is determined by the number of Enterprise Trainees. For these program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise Trainees as of the effective date of your order. If at any time the number of Enterprise Trainees exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Trainees is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Trainees. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise Trainees as of such date.

Enterprise $M in Cost of Goods Sold: Enterprise $M Cost of Goods Sold is defined as one million U.S. Dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue. The value of these program licenses is determined by the amount of Enterprise $M Cost of Goods Sold. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M Cost of Goods Sold as of the effective date of your order. If at any time the amount of Enterprise $M Cost of Goods Sold exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M Cost of Goods Sold is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M Cost of Goods Sold. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise $M Cost of Goods Sold as of such date.

Enterprise $M in Freight Under Management: $M Freight Under Management is defined as one million U.S. Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by you, plus the cost of freight for shipments managed by you (e.g., you are not purchasing transportation services on behalf of your clients but are providing transportation management services for your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to you with freight terms of prepaid). The value of these program licenses is determined by the amount of Enterprise $M Freight Under Management. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M Freight Under Management as of the effective date of your order. If at any time the amount of Enterprise $M Freight Under Management exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M Freight Under Management is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M Freight Under Management. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise $M Freight Under Management as of such date.

Enterprise $M in Operating Budget: is defined as one million U.S. Dollars of your gross budget reflected in an audited statement from your external accounting firm. The value of these program licenses is determined by the amount of Enterprise $M in Operating Budget. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M in Operating Budget as of the effective date of your order. If at any time the amount of Enterprise $M in Operating Budget exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M in Operating Budget is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit

or other consideration of any kind if there is a reduction in the amount of Enterprise $M in Operating Budget. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise $M in Operating Budget as of such date.

Enterprise $M in Revenue: Enterprise $M in Revenue is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year. The value of these program licenses is determined by the amount of Enterprise $M in Revenue. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise $M in Revenue as of the effective date of your order. If at any time the amount of Enterprise $M in Revenue exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise $M in Revenue is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise $M in Revenue. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise $M in Revenue as of such date.

Expense Report: is defined as the total number of expense reports processed by Internet Expenses during a 12 month period. You may not exceed the licensed number of expense reports during any 12 month period.

Faculty User: is defined as an active teaching member of the faculty for an accredited academic institution; such user may only use the programs for academic and non-commercial use.

Field Technician: is defined as an engineer, technician, representative, or other person who is dispatched by you, including the dispatchers, to the field using the programs.

$M Freight Under Management: is defined as one million U.S. Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by you, plus the cost of freight for shipments managed by you (e.g., you are not purchasing transportation services on behalf of your clients but are providing transportation management services for your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to you with freight terms of prepaid).

Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in your institution and any part-time student enrolled in your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

Guest Room: is defined as the number of guest rooms managed by the program.

Hosted Named User: is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

Installation Services, Start-Up Packs and Configuration/Upgrade Services: is defined as a service(s) for which the description may be found in the Advanced Customer Support Services section at www.oracle.com/contracts and which is incorporated by reference.

Invoice Line: is defined as the total number of invoice line items processed by the program during a 12 month period. You may not exceed the licensed number of Invoice Lines during any 12 month period unless you acquire additional Invoice Line licenses from Oracle.

IVR Port: is defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. You must purchase licenses for the number of IVR Ports that represent the maximum number of concurrent callers that can be processed by the IVR system.

Learning Credits: may be used to acquire education products and services offered in the Oracle University online catalogue posted at http://www.oracle.com/education under the terms specified therein. Learning credits may only be used to acquire products and services at the list price in effect at the time you order the relevant product or service, and may not be used for any product or service that is subject to a discount or a promotion when you order the relevant product or service. The list price will be reduced by applying the discount specified to you by Oracle. Notwithstanding anything to the contrary in the previous three sentences, learning credits may also be used to pay taxes, materials and/or expenses related to your order; however, the discount specified above will not be applied to such taxes, materials and/or expenses. Learning credits are valid for a period of 12 months from the date your order is accepted by Oracle, and you must acquire products and must use any acquired services prior to the end of such period. You may only use learning credits in the country in which you acquired them, may not use them as a payment method for additional learning credits, and may not use different learning credits accounts to acquire a single product or service or to pay related taxes, materials and/or expenses. Learning credits are non-transferable and non-assignable. You may be required to execute standard Oracle ordering materials when using learning credits to order products or services.

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$M in Managed Assets: is defined as one million U.S. Dollars of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the program, including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the program, then sold within the previous 12 months.

Managed Resource: is defined as an individual authorized by you to use the programs which are installed on a single server or on multiple servers, regardless of whether the individual is actively using the programs at any given time. In addition, your employees, contractors, partners and any other individual or entity managed by the programs shall be counted for the purposes of determining the number of Managed Resource licenses required.

Member Record: is defined as each unique customer loyalty program Member Record managed by the program. 100K Member Records shall mean one hundred thousand Member Records.

Module: is defined as each production database running the programs.

Monitored User: is defined as an individual who is monitored by an Analytics program which is installed on a single server or multiple servers, regardless of whether the individual is actively being monitored at any given time. Individual users who are licensed for an Analytics program by either Named User Plus or Application User may not be licensed by Monitored User. For the purposes of the Usage Accelerator Analytics program, every user of your licensed CRM Sales application program must be licensed. For the purposes of the Human Resources Compensation Analytics program, all of your employees must be licensed.

For the purpose of the following Oracle Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for E-Business Suite, Configuration Controls Governor, Configuration Controls for E-Business Suite, Transaction Controls Governor, Preventive Controls Governor, and Governance, Risk, and Compliance Controls Suite, the number of Monitored Users is equal to the total number of unique E-Business Suite users (individuals) being monitored by the program(s), as created/defined in the User Administration function of E-Business Suite. Users of iProcurement and/or Self-Service Human Resources are excluded.

For the purpose of the following PeopleSoft Enterprise Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for PeopleSoft Enterprise, Configuration Controls Governor, and Configuration Controls for PeopleSoft Enterprise, the number of Monitored Users is equal to the total number of unique PeopleSoft Enterprise (or any other custom applications / programs) users (individuals) that the program monitors.

MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription and MySQL Standard Edition Annual Subscription: are defined as the right to use the specified program(s) in accordance with the applicable license metric and to receive Oracle Software Update License & Support for the specified program(s) and for MySQL Community Edition for the term specified on the order. MySQL Community Edition refers to MySQL that is licensed under the GPL license. Software Update License & Support for MySQL Community Edition does not include updates of any kind. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in your ordering document. If your order was placed through the Oracle Store, then the effective date is the date your order was accepted by Oracle. Oracle Software Update License & Support services are provided under the applicable technical support policies in effect at the time the services are provided. You must obtain a subscription license for all servers where MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition are deployed. If you obtain Oracle Software Update License & Support services for any servers where MySQL Community Edition is deployed, then you must also purchase a subscription license for all of such servers for which you have obtained Oracle Software Update License & Support services. You may obtain Oracle Software Update License & Support services for the MySQL Community Edition subscription licenses at any level (e.g., at the MySQL Cluster Carrier Grade Edition level, at the MySQL Enterprise Edition level and/or at the MySQL Standard Edition level). At the end of the specified term, you may renew your subscription, if available, at the then current fees for the applicable subscription. If you choose not to renew your subscription, your right to use the program(s) will terminate and you must de-install all applications, tools, and binaries provided to you under the applicable non-Community Edition license (e.g., the license for MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition). If you do not renew a subscription, you will not receive any updates–(including patches or subsequent versions) and you may also be subject to reinstatement fees if you later choose to reactivate your subscription.

Named User Plus / Named User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the programs, if such devices can access the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware, Management Pack for WebCenter Suite, Data Masking Pack for Non-Oracle Databases and Test Data Management Pack for Non-Oracle Databases, only the users of the program that is being managed/monitored are counted for the purpose of determining the number of Named User Plus licenses required.

With respect to the following programs: Load Testing, Load Testing Developer Edition, Load Testing Accelerator for Web Services, Load Testing Accelerator for Oracle Database and Load Testing Suite for Oracle Applications, each emulated human user and non human operated device shall be considered as a virtual user and shall be counted for the purpose of determining the number of Named User Plus licenses required.

For the purposes of the following programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Real User Experience Insight and Application Replay Pack, all users of the respective managed application program must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate, only (a) the users of the Oracle database from which you capture data and (b) the users of the Oracle database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Oracle GoldenGate for Mainframe and Oracle GoldenGate for Teradata Replication Services, only (a) the users of the database from which you capture data and (b) the users of the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Non Oracle Database only (a) the users of the Non Oracle database from which you capture data and (b) the users of the Non Oracle database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Data Integrator Enterprise Edition and Data Integrator Enterprise Edition for Oracle Applications, only the users that are running or accessing the data transformation processes must be counted for determining the number of licenses required.

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not limited to, routers, firewalls and network load balancers.

Non Employee User - External: is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

Oracle Financing Contract: is a contract between you and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under your order.

Order Line: is defined as the total number of order entry line items processed by the program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote and may also be automatically generated by the Oracle Configurator. You may not exceed the licensed number of Order Lines during any 12 month period unless you acquire additional Order Line licenses from Oracle.

Partner Organization: is defined as an external third party business entity that provides value-added services in developing, marketing and selling your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

Person: is defined as your employee or contractor who is actively working on behalf of your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

Physical Server: is defined as each physical server on which the programs are installed.

Ported Number: is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. The number

of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at http://oracle.com/contracts. All cores on all multicore chips for each licensed program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle programs with Standard Edition One or Standard Edition in the product name (with the exception of Java SE Support, Java SE Advanced, and Java SE Suite), a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running the program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

For the purposes of the following program: Healthcare Transaction Base, only the processors on which Internet Application Server Enterprise Edition and Healthcare Transaction Base programs are installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: iSupport, iStore and Configurator, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed program (e.g., iSupport, iStore and/or Configurator) are running must be counted for the purpose of determining the number of licenses required for the licensed program; under these licenses you may also install and/or run the licensed program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

For the purposes of the following programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware, Management Pack for WebCenter Suite, Grid Engine, Data Masking Pack for Non-Oracle Databases and Test Data Management Pack for Non-Oracle Databases, only the processors on which the program that is being managed/monitored are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Application Management Pack for Utilities and Application Management Pack for Taxation and Policy Management, all processors on which the middleware and/or database software that support the respective managed application program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Replay Pack and Real User Experience Insight, all processors on which the middleware software that supports the respective managed application program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Informatica PowerCenter and PowerConnect Adapters, and Application Adapter for Warehouse Builder for PeopleSoft, Oracle E-Business Suite, Siebel, and SAP, only the processor(s) on which the target database is running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Data Integrator Enterprise Edition, Data Integrator Enterprise Edition for Oracle Applications, Data Integrator and Application Adapter for Data Integration and Application Adapters for Data Integration, only the processor(s) where the data transformation processes are executed must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: In-Memory Database Cache, only the processors on which the Times Ten In-Memory Database component of the In-Memory Database Cache program is installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate, only (a) the processors running the Oracle database from which you capture data and (b) the processors running the Oracle database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Oracle GoldenGate for Mainframe and Oracle GoldenGate for Teradata Replication Services, only (a) the processors running the database from which you capture data and (b) the processors running the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate for Non Oracle Database, only (a) the processors running the non Oracle database from which you capture data and (b) the processors running the non Oracle database where you will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle GoldenGate Application Adapters, only the processors running the source Oracle or non Oracle database(s) from which you capture data must be counted for the purpose of determining the number of licenses required. For multiple source databases, all processors for all sources must be counted.

For the purposes of the following program: Audit Vault and Database Firewall, only the processors of the sources which are protected, monitored or audited must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Oracle ATG Web Commerce Search, only the processors on which queries are processed must be counted. You do not need to count processors on which the program is running for indexing content in configured content sources as long as the foregoing is the only use of the program on all the processors installed in a given server.

$M in Revenue: is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year.

$M Revenue Under Management: is defined as one million U.S. Dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year for the product lines for which the programs are used.

Record: The Customer Hub B2B is a bundle that includes two components, Siebel Universal Customer Master B2B and Oracle Customer Data Hub. For the purposes of the Customer Hub B2B application, record is defined as the total number of unique customer database records stored in the Customer Hub B2B application (i.e., stored in a component of Customer Hub B2B). A customer database record is a unique business entity or company record, which is stored as an account for the Siebel Universal Customer Master B2B product or as an organization for the Oracle Customer Data Hub product.

The Customer Hub B2C is a bundle that includes two components, Siebel Universal Customer Master B2C and Oracle Customer Data Hub. For the purposes of the Customer Hub B2C application, record is defined as the total number of unique customer database records stored in the Customer Hub B2C application (i.e., stored in a component of Customer Hub B2C). A customer database record is a unique consumer (i.e., physical person) record, which is stored as a contact for the Siebel Universal Customer Master product or as a person for the Oracle Customer Data Hub product.

The Product Hub is a bundle that includes two components, Siebel Universal Product Master and Oracle Product Information Management Data Hub. For the purposes of the Product Hub application, record is defined as the total number of unique product database records stored in the Product Hub application (i.e., stored in a component of Product Hub). A product database record is a unique product component or SKU stored in the MTL_SYSTEM_ITEMS table with an active or inactive status and does not include any instance items (i.e. *-star items) or organization assignments of the same item.

For the purposes of the Case Hub program a record is defined as the total number of unique case database records stored in the Case Hub program. A case database record is a unique request or issue requiring investigation or service stored in S_CASE table with an active or inactive status.

For the purposes of the Site Hub program a record is defined as the total number of unique site database records stored in the RRS_SITES_B table of the Site Hub program. A site database record is a unique site (e.g., an asset, a building, part of a building (such as a store or a franchise within a store, an ATM, etc.)) stored in the Site Hub program.

For the programs listed above, please see the application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at http://oracle.com/contracts for the grant and restrictions of the underlying Oracle technology.

For the purposes of the Hyperion Data Relationship Management program, a record is defined as the unique occurrence of any business object or master data construct that you choose to manage within the program. Records may describe any number of enterprise information assets, commonly referred to as base members, including but not limited to cost centers, ledger accounts, legal entities, organizations, products, vendors, assets, locations, regions or employees. Additionally, a record may also be a summary object, commonly referred to as a rollup member, that either summarizes base members or describes hierarchical information associated with underlying base members. Records represent unique occurrences and they do not include any duplicates or shared references that may be essential for master data management purposes.

For the purposes of the Supplier Lifecycle Management and Supplier Hub programs, a record is defined as a unique business entity or company record stored as Supplier in the AP_SUPPLIERS table of the Supplier Lifecycle Management and Supplier Hub programs.

For the purposes of the Life Sciences Customer Hub program, a record is defined as the number of unique customer database records stored in such program. A customer database record is a unique physician (i.e., physical person) record which is stored as a contact for the Oracle Life Sciences Customer Hub program.

1000 Records: is defined as 1000 cleansed records (i.e., rows) that are output from a production data flow of the Data Quality for Data Integrator program.

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Registered User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. Registered Users shall be business partners and/or customers and shall not be your employees.

500,000 Requests Per Day: is defined as five hundred thousand requests from midnight to the next midnight (e.g., a day).

For the purposes of the following program: ATG Web Commerce, requests for the full ATG pipeline at the ATG DynamoHandler in the Servlet Pipeline made by web browsers or via web service calls, including, but not limited to: JSP page requests; Ajax requests; REST service requests; SOAP service requests; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Endeca Experience Manager, requests at the Assembler and Presentation API, including but not limited to: any page request for Experience Manager; any single submitted query for the Search Engine (text box queries, selection or changes in facet selection); page requests by an application (e.g. ATG Web Commerce); direct requests from web browsers; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: WebCenter Sites for Oracle ATG Web Commerce, requests to the WebCenter Sites or WebCenter Sites Satellite Server programs for page or page fragments, JSP page requests, REST service requests, SOAP service requests or web service calls by browsers or external application must be counted for the purpose of determining the number of licenses required.

Retail Register: is defined as any device designed to record any part of a sales transaction.

RosettaNet Partner Interface Processes® (PIPs®): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

Rule Set: is defined as a data rules file containing content for a given country in order to perform data quality functions optimized for that country.

Server: is defined as the computer on which the programs are installed. A Server license allows you to use the licensed program on a single specified computer.

Service Order Line: is defined as the total number of service order entry line items processed by the program during a 12 month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. You may not exceed the licensed number of Service Order Lines during any 12 month period unless you acquire additional Service Order Line licenses from Oracle.

1,000 Sites: is defined as one thousand unique sites added to Multi-Site Quotes created during a 12 month period. Sites added to Multi-Site Quotes are listed as records in the Site Characteristics View and the Billing Group View of a Multi-Site Quote. A Site record is uniquely defined by its Service Account and Service Point fields. A single Site (as defined by its Service Account and Service Point fields Site) that is added to multiple Multi-Site Quotes created during a 12-month period shall be only counted once.

Socket: is defined as a slot that houses a chip (or a multi-chip module) that contains a collection of one or more cores. Regardless of the number of cores, each chip (or multi-chip module) shall count as a single socket. All occupied sockets on which the program is installed and/or running must be licensed.

Oracle Solaris Premier Subscription for Non-Oracle Hardware per socket: is defined as the right to use the Oracle Solaris programs (as defined below) on hardware not manufactured by or for Sun/Oracle, and to receive Oracle Premier Support for Operating Systems services (limited to the Oracle Solaris programs), for the term specified in the ordering document. "Oracle Solaris programs" refers to the Oracle Solaris operating system and the separately licensed third party technology (as defined below). The Oracle Solaris programs may contain third party technology. Oracle may provide certain notices to you in program documentation, "readme" files or the installation details in connection with such third party technology. Third party technology will be licensed to you either under the terms of the agreement, or if specified in the program documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement. The Oracle Solaris programs may include or be distributed with certain separately licensed components that are part of Java SE ("Java SE"). Java SE and all components associated with it are licensed to you under the terms of the Oracle Binary Code License Agreement for the Java SE Platform Products, and not under the agreement. A copy of the Oracle Binary Code License Agreement for the Java SE Platform Products can be found at www.oracle.com/contracts.
This subscription is available only for a server that is certified by Oracle and listed on the Hardware Compatibility List (HCL) at http://www.sun.com/bigadmin/hcl. You must obtain a subscription license for each socket in the server. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in your ordering document. If your

order was placed through the Oracle Store, then the effective date is the date your order was accepted by Oracle. Oracle Premier Support for Operating System services are provided under the applicable technical support policies in effect at the time the services are provided. At the end of the specified term, you may renew your subscription, if available, at the then current fees for this subscription.

If your order specifies **"1 – 4 socket server"** then you may only use the subscription on a server with not more than 4 sockets. If your order specifies **"5+ socket server"** then you may use the subscription for servers with any number of sockets.

Subscriber: is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by you for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. $1,000 increment of your gross annual revenue as reported to the SEC in your annual report or the equivalent accounting or reporting document.

Suite: is defined as all the functional software components described in the product documentation.

Sun Ray Device: is defined as the Sun Ray computer on which the program is running.

Tape Drive: is defined as mechanical devices used to sequentially write, read and restore data from magnetic tape media. Typically used, but not limited to, data protection and archival purposes, tape drives are deployed either as a standalone unit(s) or housed within a robotic tape library. Examples of tape drive include but are not limited to, Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Cartridge (QIC), Digital Audio Tape (DAT), and 8mm Helical Scan. For cloud based backups, Oracle counts each parallel stream or Recovery Manager (RMAN) channel as equivalent to a tape drive.

Technical Reference Manuals

Technical Reference Manuals ("TRMs") are Oracle's confidential information. You shall use the TRMs solely for your internal data processing operations for purposes of: (a) implementing applications programs, (b) interfacing other software and hardware systems to the applications programs and (c) building extensions to applications programs. You shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. You shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. You agree: (a) to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as you exercise to safeguard the confidentiality of your own most important confidential information or a reasonable degree of care, whichever is greater; (b) to maintain agreements with your employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle and instruct your employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of your employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on your premises; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to you "as-is" without any warranty of any kind. Upon termination, you shall cease using, and shall return or destroy, all copies of the applicable TRMs.*{may be removed if required}*

Technical Support

For purposes of the ordering document, technical support consists of annual technical support services you may have ordered for the programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the ordering document for the applicable services. You may access the current version of the technical support policies at http://oracle.com/contracts.

Technical support is effective upon the effective date of the ordering document unless otherwise stated in your order. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually and, if you renew SULS for the same number of licenses for the same programs, for the first and second renewal years the fee for SULS, will not increase by more than 4% over the prior year's fees. If your order is fulfilled by a member of Oracle's partner program, the fee for SULS for the first renewal year will be the price quoted to you by your partner; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

If you decide to purchase technical support for any license within a license set, you are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if you agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If you decide not to purchase technical support, you may not update any unsupported program licenses with new versions of the program.

Telephone Number: is defined as each unique telephone number for which the billing information is managed or displayed using the program, regardless of the number of individual account holders associated with such telephone numbers.

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Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

$B in Total Assets: is defined as one billion U.S. dollars of your latest published or internally available "Total Asset Value" as disclosed in your annual report and/or regulatory filings.

Trainee: is defined as an employee, contractor, student or other person who is being recorded by the program.

Transaction: is defined as each set of interactions that is initiated by an application user recorded by Oracle Enterprise Manager to capture availability and performance metrics used in calculating service levels. For example, the following set of interactions would represent one transaction: login, search customer, log out.

1K Transactions: is defined as one thousand unique transactions processed through the program during a 12 month period. You may not exceed the licensed number of transactions during a 12 month period unless you acquire additional transaction licenses from Oracle. For Oracle Contact Center Anywhere, a unique transaction is defined as one of the following: inbound phone call, outbound phone call (direct dialed, preview dialed, predictive dialed, web call back), workgroup fax, workgroup email/voice mail, and chat session (inbound sessions / web collaboration with agents). For JD Edwards World Purchase Card Management, a unique transaction is defined as a single charge processed by the program.

UPK Developer: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK Module: is defined as the functional software component described in the product documentation

Wireless handset: is defined as a mobile communications device such as a mobile telephone, PDA, or paging device, that has as primary functions wireless voice communications and data services provided through a service provider.

Workstation: is defined as the client computer from which the programs are being accessed, regardless of where the program is installed.

Term Designation
If your program license does not specify a term, the program license is perpetual and shall continue unless terminated as otherwise provided in the agreement.

1, 2, 3, 4, 5 Year Terms: A program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the program license shall terminate.

1 Year Subscription: A program license specifying a 1 Year Subscription shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1 year the program license shall terminate.

Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence Applications

Failover: Subject to the conditions that follow below, your license for the programs listed on the US Oracle Technology Price List, which may be accessed at http://www.oracle.com/corporate/pricing/pricelists.html, includes the right to run the licensed program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). **The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, you must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover.** Downtime for maintenance purposes counts towards the ten separate days limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

Testing: For the purpose of testing physical copies of backups, your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year. The aforementioned right does not cover any other data recovery method - such as remote mirroring - where the Oracle program binary files are copied or synchronized.

You are responsible for ensuring that the following restrictions are not violated:

- Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 sockets. Oracle Database Standard Edition, when used with Oracle Real Application Clusters, may only be licensed on a single cluster of servers supporting up to a maximum capacity of 4 sockets.
- Oracle Standard Edition One, Internet Application Server Standard Edition One and Portal Standard Edition One can only be licensed on servers that have a maximum capacity of 2 sockets.
- WebLogic Server Standard Edition does not include WebLogic Server Clustering.
- Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but you must use only the included Oracle Standard Edition One as the target database.
- Informatica PowerCenter and PowerConnect Adapters may not be used on a standalone basis or as a standalone ETL tool. The Informatica PowerCenter and PowerConnect Adapters may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Suite Enterprise Edition Plus program, Oracle Business Intelligence Standard Edition One or associated components of those Business Intelligence applications programs run, or (iii) a staging database for any of the foregoing. Informatica PowerCenter and PowerConnect Adapters may also be used where the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications) are the source and non-Oracle Business Intelligence application programs are the target, provided, that users do not use Informatica PowerCenter and PowerConnect Adapters to transform the data.
- With respect to the Java SE Advanced and Java SE Suite programs, you may not create, modify, or change the behavior of, or authorize your users to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax" "sun" or "oracle" or any variation of the aforementioned naming conventions. The installation and auto-update processes for these programs transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects at http://oracle.com/contracts. Additional copyright notices and license terms applicable to portions of the programs are set forth at http://oracle.com/contracts.
- Programs that contain "for Oracle Applications" in the program name are limited use programs. These limited use programs may only be used with "eligible" Oracle application programs that contain the following prefixes in the program name: Oracle Fusion, Oracle Communications*, Oracle Documaker, Oracle Endeca*, Oracle Knowledge, Oracle Media, Oracle Retail*, Oracle Enterprise Taxation*, Oracle Tax, Oracle Utilities*, Oracle Financial Services*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance and Oracle Primavera. For those prefixes designated above with a "*" not all programs with that prefix are eligible for use with the "for Oracle Applications" limited use programs. For a list of excluded programs please review the Applications Licensing Table, which may be accessed at http://oracle.com/contracts. Notwithstanding anything above, Oracle Business Intelligence Suite Enterprise Edition Plus for Oracle Applications may only be used with "eligible" Oracle application programs that contain "Oracle Fusion Human Capital Management" as a prefix in the program name provided that the Oracle Fusion Human Capital Management programs are the only programs configured to run against the database instance Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the Oracle Product Information Management Analytics, Fusion Edition, Oracle Customer Data Management Analytics, Fusion Edition and Oracle Product Lifecycle Analytics programs. Oracle Business Intelligence Foundation Suite for Oracle Applications may also be used with the following programs provided that the Oracle Fusion Applications are the only data source: Oracle Sales Analytics, Fusion Edition; Oracle Partner Analytics, Fusion Edition; Oracle Supply Chain and Order Management Analytics; Oracle Financial Analytics, Fusion Edition; Oracle Procurement and Spend Analytics, Fusion Edition;

Oracle Human Resources Analytics, Fusion Edition and Oracle Project Analytics. Any use of limited use programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.

- Oracle BPEL Process Manager Option for Oracle Applications may be used only to enable business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and, other Oracle Applications or third party applications are allowed as long as they are enabled/initiated within the eligible Oracle Applications. Business Processes defined in BPEL are allowed as long as at least one of the services invoked from within the Business Process access an eligible Oracle Application either natively (via Web Services) or via an adapter.
- Oracle Business Intelligence Foundation for Oracle Applications may be used only to perform query, reporting and analysis against a transaction database, data warehouse or an Essbase OLAP cube if: (i) the transaction database is an eligible Oracle Applications transaction database itself or an extraction, in whole or in part, of an eligible Oracle Applications transaction database, without transformation (query, reporting and analysis against a transaction database that is not an eligible Oracle Applications transaction database requires a full use license of Oracle Business Intelligence Foundation Suite); or (ii) the data warehouse is a pre-packaged eligible Oracle Applications data warehouse, with any customizations necessary to reflect customizations made in the eligible Oracle Applications, and restricted only to the eligible Oracle Applications sources (query, reporting and analysis against extensions to the data warehouse drawn from source systems not supported by the pre-packaged data warehouses require a full use license of Oracle Business Intelligence Foundation Suite); or (iii) the dimensions of each Essbase OLAP Cube are sourced from eligible Oracle Applications.
- Oracle WebLogic Suite for Oracle Applications may be used only as an embedded runtime for eligible Oracle Applications or to deploy customizations to an eligible Oracle Application. The WebLogic global datasource or one of the WebLogic application datasources must be configured to access the schema of an eligible Oracle Application.
- Data Integrator Enterprise Edition for Oracle Applications may only be used with the Oracle supplied data integration jobs and customization of the supplied jobs is allowed. For the avoidance of doubt, examples of uses that are not permitted include, but are not limited to, the following: adding new jobs that support different applications, new schemas, or previously unsupported application modules.
- Oracle SOA Suite for Oracle Applications may be used only to enable integration, business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and other non-eligible Oracle Applications or third party applications are allowed as long as they are either initiated or terminated within eligible Oracle Applications. Usage of SOA composites (including but not limited to Rules, Mediator, XSLT transforms, BPEL processes, Spring components, Workflow services and OWSM security policies) is allowed as long as at least one of the services invoked from within each composite accesses an eligible Oracle Application either natively (via Web services) or via an adapter and the invocation is part of a flow that is either initiated or terminated within eligible Oracle Applications. Oracle Service Bus (OSB) usage is allowed as long as each service deployed accesses an eligible Oracle Application either natively (via Web services) or via an adapter.
- Oracle WebCenter Portal for Oracle Applications may be used only to surface eligible Oracle Application(s) and custom applications (collectively, "eligible applications"). Surfacing any third-party applications, including other applications from Oracle, requires a license for Oracle WebCenter Portal. Multiple eligible applications may be surfaced in a single portal instance provided that a WebCenter Portal for Oracle Applications license exists for each eligible application surfaced in the portal. WebCenter Portal for Oracle Applications may be used to integrate the various WebCenter services (e.g., wikis, blogs, and discussions) into an application context, as well as to build out custom workflows and notifications between the eligible application and WebCenter Portal components. The content management features of the Oracle WebCenter Portal for Oracle Applications program may be used to store and manage documents created outside of the eligible application provided that such documents are related to the eligible application or to the application context.
- Oracle WebCenter Imaging for Oracle Applications may be used to create and modify imaging searches, to modify pre-packaged imaging application document types, and to create and modify input mappings to imaging applications. Oracle WebCenter Imaging for Oracle Applications may also be used to invoke web service application programming interfaces (API's) from Oracle Application workflows. A license for WebCenter Imaging for Oracle Applications is required to define new document types for the management of images unrelated to a pre-packaged Oracle Applications integration, to develop custom workflows, and to invoke APIs from custom workflows or custom application integrations.
- Oracle Identity and Access Management Suite Plus for Oracle Applications may be used only to perform associated actions for users of and within the eligible Oracle Applications. The programs may be used to do the following: (1) add, delete, modify, and manage user identities and roles in the eligible Oracle Applications; (2) provide web access management and single sign-on into eligible Oracle Applications; (3) provide data storage or virtualization to data storage of user identities and user identity related information or authentication and authorization policies for eligible Oracle Applications; (4) provide federated single sign-on to eligible Oracle Applications
- Oracle Coherence Enterprise Edition for Oracle Applications may only be used within the same Java Virtual Machine as the eligible Oracle Application components.
- Hyperion Data Integration Management, Hyperion Data Integration Management Team Based Development, and the Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel are licensed by Computer. Each Computer license is limited to support the use of up to 8 CPUs and each Computer license must be licensed in increments of 8 CPUs. Each core is recognized as a CPU. For computers that have more than 8 CPUs, additional Computer licenses must be purchased based upon the amount of CPUs that you are using. For example, if you are using Hyperion Data Integration Management on 12 CPUs, you need to purchase 2 Computer licenses; if you are using Hyperion Data Integration Management on 17 CPUs, you need to purchase 3 Computer licenses. These programs may be used solely in connection with moving data into and out of a Hyperion Data Store(s) (data/metadata repository(ies) delivered with the Hyperion programs). These programs may not be used to extract data from a non-Hyperion Data Store(s) to load a custom data warehouse (a data warehouse not built solely from data from a

Hyperion Data Store(s). The Hyperion Data Integration Management Computer license allows for such program to 1) connect to the following relational databases only: Oracle, Sybase, IBM DB2, MS SQL Server and 2) source from and write to an unlimited number of flat file/XML files. Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel must be licensed separately to allow Hyperion Data Integration Management to connect to these additional sources.

- The number of Hyperion program option licenses must match the number of licenses of the associated Hyperion program.
- The license for the Hyperion Planning Plus program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis programs may only be used to access data from the Hyperion Planning Plus program. The Oracle Data Integrator – Target Database program may be used to load data from any data source provided that the target database is the Hyperion Planning Plus program. Specifically, the Hyperion Essbase Plus program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning Plus program and the Aggregate Storage option component of the Hyperion Essbase Plus program may not be used.
- The license for the Hyperion Profitability and Cost Management program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs may only be used to access data from the Hyperion Profitability and Cost Management program. Specifically, the Hyperion Essbase Plus program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Profitability and Cost Management program and the Aggregate Storage option component of the Hyperion Essbase Plus program may not be used.

If you purchase Named User Plus licenses for the programs listed below, you must maintain the following user minimums and user maximums:

Program	Named User Plus Minimum
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
Times Ten In-Memory Database	25 Named Users Plus per Processor
Cloud File System	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
Data Integrator Enterprise Edition	25 Named Users Plus per Processor
GoldenGate	25 Named Users Plus per Processor
GoldenGate for Non Oracle Database	25 Named Users Plus per Processor
GoldenGate Veridata	25 Named Users Plus per Processor
GoldenGate for Teradata Replication Services	25 Named Users Plus per Processor
Java SE Advanced	10 Named Users Plus per Processor
Java SE Suite	10 Named Users Plus per Processor
WebLogic Server Standard Edition	10 Named Users Plus per Processor
WebLogic Server Enterprise Edition	10 Named Users Plus per Processor
WebLogic Suite	10 Named Users Plus per Processor
Web Tier	10 Named Users Plus per Processor
Coherence Standard Edition	10 Named Users Plus per Processor
Coherence Enterprise Edition	10 Named Users Plus per Processor
Coherence Grid Edition	10 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
GlassFish Server	10 Named Users Plus per Processor
Internet Application Server Standard Edition	10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
Enterprise Gateway	10 Named Users Plus per Processor
BPEL Process Manager	10 Named Users Plus per Processor
WebLogic Integration	10 Named Users Plus per Processor
Service Registry	10 Named Users Plus per Processor
Enterprise Repository	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Tuxedo	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Unified Business Process Management Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Event-Driven Architecture Suite	10 Named Users Plus per Processor
Business Intelligence Standard Edition	10 Named Users Plus per Processor
B2B for RosettaNet	10 Named Users Plus per Processor
B2B for EDI	10 Named Users Plus per Processor
Healthcare Adapter	10 Named Users Plus per Processor
B2B for ebXML	10 Named Users Plus per Processor

WebCenter Suite	10 Named Users Plus per Processor
WebCenter Services	10 Named Users Plus per Processor
Universal Content Management Standard Edition	10 Named Users Plus per Processor
Universal Content Management	10 Named Users Plus per Processor
Imaging and Process Management	10 Named Users Plus per Processor
Content Conversion Server	10 Named Users Plus per Processor
Distributed Document Capture	10 Named Users Plus per Processor
Directory Services Plus	10 Named Users Plus per Processor
WebCenter Real-Time Collaboration	10 Named Users Plus per Processor
WebCenter Intelligent Collaboration	10 Named Users Plus per Processor
On Track Communication Standard Edition	10 Named Users Plus per Processor
On Track Communication Enterprise Edition	10 Named Users Plus per Processor
Enterprise Gateway for Access Management	10 Named Users Plus per Processor
Beehive Enterprise Messaging Server	10 Named Users Plus per Processor
Beehive Enterprise Collaboration Server	10 Named Users Plus per Processor

*The Named User Plus Minimum does not apply if the program is installed on a one-processor machine that allows for a maximum of one user per program.

Program	Named User Plus Maximum
Personal Edition	1 Named User Plus per database
Business Intelligence Standard Edition One	50 Named Users Plus

If licensing by Named User Plus, the number of licenses for the programs listed below in column A must match the number of licenses of the associated program listed in column B. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed. If licensing by Processor, the number of licenses for the programs listed below in column A must match the number of licenses of the associated program listed in column B. In the case where the programs are licensed at different times, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed; in that case the number of cores used to determine the number of licensed processors for the programs listed below in column A must match the number of cores used to determine the number of licensed processors of the associated program listed in Column B. Associated programs are those programs being used in conjunction with the program in Column A.

Column A	Column B
Database Enterprise Edition Options*- Real Application Clusters, Real Application Clusters One Node, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security, Database Vault, Active Data Guard, Real Application Testing, Advanced Compression, Total Recall, Retail Data Model, Communications Data Model **Database Enterprise Management***- Diagnostics Pack, Tuning Pack, Database Lifecycle Management Pack, Cloud Management Pack for Oracle Database	Oracle Database Enterprise Edition, Audit Vault Server
RDB Server Options*- TRACE	Rdb Enterprise Edition, CODASYL DBMS
WebLogic Suite Options**- BPEL Process Manager Option, Service Bus, SOA Suite for Oracle Middleware, Business Process Management Suite	WebLogic Suite
Application Server Enterprise Management**- WebLogic Server Management Pack Enterprise Edition, SOA Management Pack Enterprise Edition, Cloud Management Pack for Oracle Fusion Middleware	Associated application server program being managed by the program in Column A.
Management Pack for Oracle Coherence**	Coherence Enterprise Edition, Coherence Grid Edition
Management Pack for Oracle GoldenGate*	GoldenGate, GoldenGate for Non Oracle Database, GoldenGate for Mainframe

Business Intelligence Server Enterprise Edition Options- Interactive Dashboard, Delivers, Answers, Office Plug-in and Reporting and Publishing	Business Intelligence Server Enterprise Edition
Business Intelligence Suite Enterprise Edition Plus Option- Business Intelligence Management Pack	Business Intelligence Suite Enterprise Edition Plus
Beehive Platform Options- Beehive Messaging, Beehive Team Collaboration, Beehive Synchronous Collaboration, Beehive Voicemail	Beehive Platform
Hyperion Financial Data Quality Management Options- Hyperion Financial Data Quality Management Adapter for Financial Management, Hyperion Financial Data Quality Management Adapter Suite, Hyperion Financial Data Quality Management Adapter for SAP	Hyperion Financial Data Quality Management
Hyperion Financial Data Quality Management for Hyperion Enterprise Option- Hyperion Financial Data Quality Management Adapter Suite	Hyperion Financial Data Quality Management for Hyperion Enterprise
Hyperion Data Integration Management Options- Hyperion Data Integration Management Source Adapter, Hyperion Data Integration Management Team Based Development	Hyperion Data Integration Management

*If licensing by Named User Plus you must maintain, at a minimum, 25 Named Users Plus per Processor per associated program.

** If licensing by Named User Plus you must maintain, at a minimum, 10 Named Users Plus per Processor per associated program.

Licensing Rules for ATG Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at C.
- The Oracle ATG Web Commerce Business Intelligence program and the Oracle ATG Web Commerce Business Intelligence Administrator program may only be used in conjunction with either the Oracle ATG Web Commerce program and/or the Oracle ATG Web Knowledge Manager program. You may, however, expand your data model to include other information provided the additional information supplements information is already included in the Oracle ATG Web Commerce program or in the Oracle ATG Knowledge Manager program.
- The Cognos BI Consumer Bundle is included in the Oracle ATG Web Commerce Business Intelligence program and is comprised of (a) one (1) reporting engine for anonymous viewers consisting of no more than two (2) processors and four (4) total cores, (b) unlimited anonymous report viewer seat licenses, (c) one (1) Named BI Web Administrator seat license and one (1) Named BI Professional Report Author seat license. Any additional seat licenses must be licensed separately by purchase of Oracle ATG Web Commerce BI Administrator seat licenses at an additional cost and are not included in any enterprise-wide or similar license.

Licensing Rules for JD Edwards Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at http://oracle.com/contracts.
- The programs also include GNU libgmp library; copyright 1991 Free Software Foundation, Inc. This library is free software that can be modified and redistributed under the terms of the GNU Library General Public License contained in the programs. The programs may also contain other third party products.
- Your license for the program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards program table located at http://oracle.com/contracts for additional information.
- The Foundation program contains the development foundation environment/toolkit. You understand and acknowledge that any software program developed with the functionality of the development foundation environment/toolkit is subject to the terms and conditions of this agreement. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE
- The Oracle Technology Foundation for JD Edwards EnterpriseOne and the Oracle Technology Foundation for JD Edwards EnterpriseOne Upgrade programs each include a limited use license for Oracle Database Standard Edition. The database may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. The database may be installed on an unlimited number of processors. If you require features and functions beyond those included with the Oracle Database Standard Edition, or if you require use of Oracle

Database beyond your JD Edwards EnterpriseOne implementation, you may purchase a non-limited use license by contracting directly with Oracle or one of its authorized distributors.

The license for each of these programs also includes a limited use license for the following components of Oracle Fusion Middleware: Oracle Application Server Standard Edition or Oracle WebLogic Server Standard Edition (either of these products may be used, but both products cannot be used for the same function); Oracle JRockit JVM; Oracle Application Server Portal; Oracle WebCenter Services; Oracle BPEL Process Manager; Oracle Business Activity Monitoring; Oracle Application Server Single Sign-On; Oracle Access Manager Basic; Oracle Application Server Web Cache; and Oracle Business Intelligence Publisher. These components may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. These components may be installed on an unlimited number of processors. If you require use of these components beyond your JD Edwards EnterpriseOne implementation you may purchase a non-limited use license for any of the Oracle components by contracting directly with Oracle or one of its authorized distributors.

For the purpose of using Oracle Business Intelligence Publisher, Oracle will include a limited use license of Business Intelligence Publisher for use with JD Edwards EnterpriseOne programs. Any use of Business Intelligence Publisher outside of a JD Edwards EnterpriseOne program, such as with a your own "custom" applications as well as with other Oracle applications (including but not limited to Siebel Applications, PeopleSoft Applications, and/or Oracle Applications) will require a full use license of Business Intelligence Publisher. Business Intelligence Publisher may be installed on an unlimited number of processors.

The development tools included with these programs may be used solely with the licensed JD Edwards EnterpriseOne programs and may not be used to create new applications. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE JD EDWARDS ENTERPRISE ONE PROGRAM WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

- The Technology Foundation and Technology Foundation Upgrade programs each include the following "IBM Components": IBM DB2 Universal Database, IBM WebSphere Application Server and IBM WebSphere Portal (as contained in Collaborative Portal). IBM Components may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. You may obtain a general license for any of the IBM Components by contracting directly with IBM or one of its authorized distributors. The development tools included in this program may be used solely with the licensed JD Edwards EnterpriseOne programs and may not be used to create new applications. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

Licensing Rules for Oracle E-Business Suite Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at http://oracle.com/contracts.
- The option Activity Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Field Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Marketing Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Sales Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program
- The option Activity Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Field Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Marketing Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Privacy Management Policy Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Sales Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.

Licensing Rules for PeopleSoft Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at http://oracle.com/contracts.
- Your license for the program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards program table located at http://oracle.com/contracts for additional information.
- The programs listed below include a license to use Business Analysis Modeler – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft programs you have licensed. Oracle will deliver this program to you per the delivery terms in your order.

  Integrated FieldService, Marketing, Mobile Sales, Online Marketing, Order Capture, Order Capture Self Service, Sales, Support for Customer Self Service
- Your use of the Campus Self Service program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at http://oracle.com/contracts.
- PeopleTools - Enterprise Development shall be used solely to develop applications for your internal data processing operations. In no event shall you market or distribute such applications. Notwithstanding anything to the contrary, you shall not have the right to use the functionality currently referred to as Verity search engine provided as part of this program for the purpose of developing applications.
- Each PeopleTools - Enterprise Development Starter Kit program shall be used solely by 5 application users to develop applications containing no more than a total of 20 components (as defined in the program documentation) for your internal data processing operations. In no event shall you market or distribute such applications. Notwithstanding anything to the contrary, you shall not have the right to use the functionality currently referred to as Verity search engine provided as part of this program for the purpose of developing applications.
- You may use PeopleTools – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft Enterprise programs you have licensed. Oracle will deliver this program to you per the delivery terms in your order
- The Process Modeler Client program may only be used with PeopleSoft Enterprise or JD Edwards EnterpriseOne programs you have licensed from Oracle. You shall not use this program with any other software.
- The license for the Student Administration program includes a limited use license for the Human Resources, Benefits Administration and the Payroll for North America programs. Such limited use license means that the Human Resources, Benefits Administration and the Payroll for North America Software modules shall only be used in order to access the features and functions of the Student Administration program. Your use of the Student Administration program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at http://oracle.com/contracts.

Licensing Rules for Primavera Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at http://oracle.com/contracts.
- For the purposes of the following Primavera programs: Earned Value Management, Evolve, SureTrak, Contractor and P3 Project Planner, you acknowledge that you have both read and understand the limited Software Update License & Support services that are available for these programs, as described in Oracle's Technical Support Policies.
- For purposes of the Primavera SureTrak and Primavera P3 Project Planner programs, you acknowledge that the agreement delivered to you with these programs, and not the end user license agreement contained in the product installation, governs the end user's use of these programs
- For the purposes of the Primavera Web Services program, developers and end users who are not already licensed for Primavera P6 Enterprise Project Portfolio Management and who need access to applications created using P6 Web Services and/or P6 Java APIs, must be licensed for the Primavera Web Services program.
- For the purposes of the following programs: Primavera P6 Enterprise Project Portfolio Management and Primavera P6 Enterprise Project Portfolio Management Web Services, developers and/or users (i) who are not already licensed for the Primavera P6 Enterprise Project Portfolio Management program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera P6 Enterprise Project Portfolio Management Web Services program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.
- For the purposes of the following programs: Primavera Contract Management Web Services and Primavera Contract Management, developers and/or users (i) who are not already licensed for the Primavera Contract Management program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera Contract Management Web Services program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.

Licensing Rules for Siebel Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at http://oracle.com/contracts.
- For the Siebel Branch Teller Services program, Siebel Internet Banking Services program, Siebel Retail Finance Foundation Services program and the Siebel Financial Transactions Workbench program, you may use third party tools to (a) create materials or (b) modify the materials identified as Sample Screen Code and Process Templates in the program documentation, all in accordance with the program documentation, and provided that such materials or modified materials shall be used solely with your licensed use of such programs. You shall not limit in any way Oracle's right to develop, use, license, create derivative works of, or

otherwise freely exploit the programs, ancillary programs, program documentation, or any other materials provided by Oracle, or to permit third parties to do so.

- The Siebel Details Program includes a license for 20 Concurrent Users that authorizes you to use the program on only one Computer for a maximum of 20 Concurrent Users at any given time.
- The Siebel Marketing Server program is licensed on a Computer basis together with the number of unique Customer Records that you may access using the program.
- The Siebel Pharma Marketing Server is licensed on the basis of the number of unique Customer Records that you may access using the program together with the number of Brands that you may manage using the program.
- The Siebel Pricing Claims Server-Up to 20 Application Users is licensed on a Computer basis with a limitation on the number of Application Users.
- The users or processors of the Siebel Web Channel program may access a maximum of 15 Objects. An "Object" is defined as each data entity within the Business Object Layer of the programs that is defined in the Siebel Tools program.
- The Siebel Data Quality License may only be used with Oracle Master Data Management or Oracle CRM deployments.

Licensing Rules for Programs Licensed per UPK Module

- Oracle grants to you a non-exclusive, nontransferable license for your UPK Developer(s) to: (i) use those User Productivity Kit ("UPK") programs licensed as UPK modules (collectively referred to as "UPK content") only as necessary to create and provide training solely for Employee and/or Application Users to use the underlying programs for your benefit; (ii) make an unlimited number of copies of the UPK content only as necessary to create and provide training solely to Employees and/or Application Users to use the underlying programs for your benefit; and (iii) develop modifications and customizations to the UPK content, if applicable, all subject to the terms and conditions set forth in this agreement, provided all copyright notices are reproduced as provided on the original. You represent and warrant that you have a valid license for the underlying program(s). You are prohibited from reselling or distributing the UPK content to any other party or using the UPK content other than as explicitly permitted in this agreement. Oracle represents that the UPK content and any content created by you using the UPK content contains valuable proprietary information. Oracle retains title to all portions of the UPK content and any copies thereof. You shall use UPK content modifications created by you solely for your internal use in accordance with the terms of this agreement. You may provide access to and use of the UPK content only to those third parties that are licensed as Application Users and that: (a) provide services to you concerning your use of the UPK content; (b) have a need to use and access the UPK content; and (c) have agreed to substantially similar non-disclosure obligations imposed by you as those contained in this agreement. Application and Employee User(s) of UPK programs may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Licensing Rules for MySQL Programs

- The MySQL programs may contain third party technology. Oracle may provide certain notices to you in program documentation, "readme" files or the installation details in connection with such third party technology. Third party technology will be licensed to you either under the terms of the agreement, or if specified in the program documentation, "readme" files, or the installation details, under separate license terms ("separate terms") and not under the terms of the agreement ("separately licensed third party technology"). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement.

13120 EXHIBIT D

DLT SOLUTIONS ORACLE END USER LICENSE AGREEMENT (EULA)

A. Agreement Definitions

"You" and "your" refers to the legal entity that has executed this agreement ("agreement") and ordered Oracle programs and/or hardware and/or services from DLT Solutions ("DLT"). The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered. The term "program documentation" refers to the program user manual and program installation manuals. The term "programs" refers to the software products owned by Oracle and distributed by DLT which you have ordered, program documentation, and any program updates acquired through technical support. The term "services" refers to technical support, education, hosted/outsourcing services, consulting or other services which you have ordered.

B. Applicability of Agreement

This agreement is valid for the order to which this agreement accompanies.

C. Rights Granted

Upon Oracle's acceptance of DLT's order, you have the non-transferable, non-assignable, royalty free perpetual (unless otherwise specified in your purchase order), limited right to use the programs and receive any services you ordered solely for your internal business operations and subject to the terms of this agreement, including the license definitions and rules set forth in the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for the purposes set forth in the end user license agreement, subject to the terms of such agreement, you are responsible for their compliance with this agreement in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use shall be allowed under this agreement. Oracle's license definitions and rules are hereby incorporated by reference into this agreement and will be provided in full text upon request for quotation.

Services are provided based on Oracle's policies for the applicable services ordered, which are subject to change, and the specific policies applicable to you, and how to access them, will be specified on your order (Except technical support services which are as specified in section H of this agreement). Upon payment for services, you will have a perpetual, non-exclusive, non-assignable, royalty free license to use for your internal business operations anything developed by Oracle and delivered to you under this agreement; however, certain deliverables may be subject to additional license terms.

The services provided under this agreement may be related to your license to use programs which you acquire under a separate order. The agreement referenced in that order shall govern your use of such programs. Any services acquired from DLT or Oracle are bid separately from such program licenses, and you may acquire either services or such program licenses without acquiring the other.

Oracle is a third party beneficiary of this agreement.

D. Ownership and Restrictions

Oracle or its licensor retains all ownership in the intellectual property rights to the programs, hardware, operating system and integrated software. Furthermore, Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered to you under this agreement resulting from the services. Use of the operating system delivered with the hardware is limited to the terms of the license delivered with the hardware and only as incorporated in, and as part, of the hardware. Use of the integrated software, which is defined as software embedded in the hardware that is essential to hardware functionality (e.g., firmware) is limited to your internal business operations subject to the terms of the end user

agreement and only as incorporated in, and as part, of the hardware.

Third party technology that may be appropriate or necessary for use with some Oracle programs and/or hardware is specified in the program documentation and/or hardware documentation and that such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation and/or hardware documentation and not under the terms of the end user agreement.

Hardware and integrated software are not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility and prohibit use of the hardware and/or integrated software for these purposes.

Some programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of the end user agreement.

You may not:

- use of the programs for rental, timesharing, subscription service, hosting, or outsourcing;
- remove or modify any program or hardware markings or any notice of Oracle's or its licensors' proprietary rights;
- make the programs, operating system, integrated software available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license);
- transfer title to the programs, operating system and/or integrated software from you to any other party;
- reverse engineer (unless required by law for interoperability), disassemble or decompile the programs (the foregoing prohibition includes but is not limited to review of data structures or similar material produced by programs), operating system and/or integrated software and prohibit duplication of the programs, operating system and/or integrated software except for a sufficient number of copies for your licensed use and one copy of each program media.
- publish any results of benchmark tests run on the programs and/or hardware without the prior written consent of Oracle; and
- assign, give, or transfer the programs, operating system, integrated software and/or any services ordered or an interest in them to another individual or entity (in the event you grant a security interest in the programs, operating system, integrated software and/or any services, the secured party has no right to use or transfer the programs, operating system, integrated software and/or any services).

E. Warranties, Disclaimers and Exclusive Remedies

The provisions of this section do not apply to third party programs. Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year after delivery (i.e. via physical shipment or electronic download. You must notify Oracle of any program warranty deficiency within one year after delivery. Oracle also warrants that services ordered will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the services described in your purchase order.

If you purchase Oracle hardware, the standard Oracle hardware warranty in effect at the time of purchase will apply. This warranty information is available at http://www.oracle.com/support/policies.html.

ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES

YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID FOR THE DEFICIENT SERVICES.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. Trial Programs

You may order trial programs, or Oracle may include additional programs with your order which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30 day trial period, you must obtain a license for such programs from Oracle or DLT. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and will delete any such programs from your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

G. Indemnification

If a third party makes a claim against either you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- gives the Provider sole control of the defense and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and any unused, prepaid technical support fees you have paid to Oracle for the license. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of this agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of this agreement (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of this agreement. This section provides the parties' exclusive remedy for any infringement claims or damages.

H. Technical Support

For purposes of this agreement, technical support consists of annual technical support services you may have ordered for the programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the services are provided. Oracle's technical support policies are hereby incorporated by reference into this agreement, and are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into your purchase order for the applicable services. You may access the current version of the technical support policies at http://oracle.com/contracts. If you decide to not purchase technical support at the time of the license and/or hardware purchase then you will be required to pay reinstatement fees to DLT or Oracle in accordance with Oracle's current technical support policies if you decide to purchase support at a later date.

Technical support is effective upon the effective date of the order to which this agreement accompanies otherwise stated in your order.

Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually and, if you renew SULS for the same number of licenses for the same programs, for the first and second renewal years the fee for SULS will not increase by more than 4% over the prior year's fees.

If you decide to purchase technical support for any license within a license set, you are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if you agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If you decide not to purchase technical support, you may not update any unsupported program licenses with new versions of the program.

I. End of Agreement

Termination for Cause and Termination Pursuant to Section G: If either of us breaches a material term of this agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this agreement. If DLT ends this agreement as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for programs ordered and/or services received under this agreement plus related taxes and expenses, if any. If DLT ends the license for a program under Section G (Indemnification), you must pay within 30 days all amounts remaining unpaid for services related to such license plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under this agreement, you may not use those programs and/or services ordered. You further agree that if you have used a third party financing entity to pay for the fees due under an order and you are in default under that contract, you may not use the programs and/or services that are subject to such contract. Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

Termination for Convenience: You may terminate this agreement at any time without cause by giving DLT 30 days prior written notice of such termination. If you end this agreement as specified in the preceding sentence, you agree that (i) you must pay within 30 days all amounts which have accrued prior to the end of this agreement, as well as all sums remaining unpaid for programs ordered and services received under this agreement plus applicable related taxes and expenses (if any), (ii) you may not use any programs or services ordered as of the effective date of such termination, and (iii) all program licenses acquired under this agreement shall be terminated as of the effective date of such termination.

Notwithstanding the provisions above, upon termination of the agreement, you will discontinue use and destroy or return to Oracle all copies of the program and documentation.

J. Fees and Taxes

All fees payable to DLT are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that DLT must pay based on the programs and/or services you ordered, except for taxes based on DLT's income. Also, you will reimburse DLT for reasonable expenses related to providing the services. Fees for services listed in an order are exclusive of taxes and expenses. If you decide to finance your acquisition of the programs, operating system, integrated software and/or any services, you must follow Oracle's policies regarding financing which are available at http://oracle.com/contracts.

You agree that you have not relied on the future availability of any programs or updates in entering into the payment obligations in your purchase order; however, (a) if you order technical support from DLT for the programs, the preceding sentence does not relieve Oracle of its obligation to provide updates under such order, if-and-when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the end user agreement, per the terms of such end user agreement.

K. Nondisclosure

By virtue of this agreement, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under this agreement. Confidential information shall be limited to the terms and pricing under this agreement and all information clearly identified as confidential at the time of disclosure.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

Subject to state or local disclosure laws and/or regulations, each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with this agreement or disclosing the confidential information to a federal or state governmental entity as required by law. In the event that you receive a valid request for DLT's confidential information pursuant to FOIA, you agree that you will provide DLT with reasonable notice of such request and give DLT an opportunity to object to or limit any such disclosure.

L. Entire Agreement

You agree that this agreement and the information which is incorporated into this agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable ordering document, are the complete agreement for the programs and/or services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such programs and/or services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this agreement.

It is expressly agreed that the terms of this agreement and any Oracle ordering document shall supersede the terms in any purchase order or other non-Oracle document and no terms included in any such purchase order or other non-Oracle document shall apply to the programs and/or services ordered.

M. Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING FROM

THE USE OF THE PROGRAMS. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, ORACLE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING FROM THE USE OF THE PROGRAMS. DLT'S AND ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID DLT UNDER THIS AGREEMENT, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PROGRAMS OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID DLT FOR THE DEFICIENT PROGRAM OR SERVICES GIVING RISE TO THE LIABILITY.

N. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs. You must comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, the hardware nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.

O. Other

1. If you have a dispute with DLT or wish to provide a notice you may notify DLT via written notice to: DLT Solutions., 13861 Sunrise Valley Dr., Suite 400, Herndon, VA 20171 Attention: Contracts Manager, Enterprise Applications.
2. If you have a dispute with Oracle or if you wish to provide a notice under the Indemnification section of this agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood City, California, United States, 94065, Attention: General Counsel, Legal Department.
3. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this agreement may be brought by either party more than two years after the cause of action has accrued.
4. Upon 45 days written notice, DLT (or Oracle upon assignment) may audit your use of the programs. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. You agree to pay within 30 days of written notification any fees applicable to your use of the programs in excess of your license rights. If you do not pay, Oracle can end your technical support, licenses and/or this agreement. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.
5. Any third party firms retained by you to provide computer consulting services are independent of DLT or Oracle and are not DLT's or Oracle's agents. Neither DLT nor Oracle are liable for nor bound by any acts of any such third party firm.
6. The Uniform Computer Information Transactions Act does not apply to this agreement or orders placed under it.

P. Force Majeure

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for programs delivered or services provided.

The effective date of this agreement shall be , 201 .

DLT SOLUTIONS, LLC

Authorized Signature:_____

Name:_____

Title:_____

Signature Date:_____

Authorized Signature:_____

Name:_____

Title:_____

Signature Date:_____

ORACLE PUBLIC SECTOR MANAGED CLOUD SERVICES SUPPLEMENTAL TERMS AND CONDITIONS v071812_OD

These Public Sector Supplemental Managed Cloud Services Supplemental Terms and Conditions apply to the Oracle Managed Cloud Services that you order from the Contractor (the "Contract"). These Public Sector Supplemental Terms and Conditions shall take precedence over any conflicting terms in the Contract or any order issued pursuant to the Contract.

1. **Definitions.**
   "You" and "your" refers to the ordering activity that has ordered Oracle Managed Cloud Services ("OMCS") (excluding CRM OMCS and any software as a service offering) from an authorized distributor ("Contractor") under the contract.

   The term "Core Services" refers to Computer and Administration Services and/or Administration Services that you have ordered.

   The term "services" or "OMCS" refers to the Core Services and any Service Options that you have ordered.

2. **Services Ordered.**
   The OMCS that are included in your order with Contractor are (i) listed in the order and described in the applicable Schedules referenced in the order (such Schedules, collectively constitute the "Statement of Work"), (ii) subject to the Entitlement and assumptions identified in the order, and (iii) subject to the terms and conditions of such Schedules within the Statement of Work, the contract, and the order. As part of the Core Services, you may access in your Environment(s) the Oracle programs identified in the order. In order to acquire and continuously receive any Service Option(s) purchased under your order, you are required to continuously maintain Core Services.

   OMCS do not include program licenses, or technical support, education services, Oracle Consulting services or any other types of services that may be ordered under the contract.

3. **Hosting Location.**
   Your OMCS Environment(s) will reside on Infrastructure location(s) identified on your order. You shall be provided with no less than 90 days advance written notice in the event that the Infrastructure on which your Environment(s) resides is relocated to a different Data Center.

4. **Rights Granted**. During the services term, you have the non-exclusive, non-assignable, right to access and use the OMCS specified in your order solely for your internal business operations, and subject to the terms of the contract, including these Public Sector Supplemental Terms. Unless otherwise stated in the order, you may not use the services for the purpose of timesharing or use as service bureau, subscription service, software as a service or for other hosting, rental, lease, sublicense or sharing arrangements. Your use of the Oracle programs is subject to your license agreement for such programs; your right to use Tools provided by Oracle as part of the OMCS may be subject to separate license terms.

You retain all ownership and intellectual property rights in and to your data. Oracle or its licensors retain all ownership and intellectual property rights to the services, Oracle programs, and anything developed by Oracle and delivered to you under your order.

5. **Program Licenses and Technical Support.**
You acknowledge that (a) the fees for OMCS do not include associated program licenses or technical support (b) you have separately acquired and will continue to maintain for the duration of the OMCS the licenses and Oracle Software Update License & Support, or any equivalent successor Oracle premier technical support offering, for any necessary Oracle programs, including those for which Core Services are provided, (c) you will maintain licenses and technical support for any Third Party Software used in your Environment, and (d) your use of such programs and technical support are governed solely by the agreement(s) under which such licenses and technical support are obtained.

6. **Your Obligations.** You acknowledge that Oracle's ability to perform the services depends upon your fulfillment of the following obligations:

   A. You are responsible for you, your users' and your third parties' use of and access to networks, systems and all Environments, including use of and access to your data and for compliance by you and such third parties with the terms of the contract, including these Public Sector Supplemental Terms, the order, and the Statement of Work.

   B. If Administration Services are ordered, you are responsible for preparing your system in accordance with any installation and configuration information provided by Oracle.

   C. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the OMCS via a network connection that meets Oracle's specifications.

   D. As reasonably required by Oracle, you (including your officers, agents and employees) will provide Oracle with (i) timely assistance and cooperation, (ii) complete and accurate information, and (iii) access to the relevant functional, technical and business resources with adequate skills and knowledge to support the performance of services.

   E. You shall obtain at your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software and/or perform the services under the order. Unless specified otherwise in the Statement of Work, you are solely responsible for the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the OMCS.

   F. To the extent not prohibited by law, you shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations from your termination or modification of the employment of any of your employees in connection with any services under the order.

   G. For any services that involve on-site delivery, Oracle will deliver such services to the customer address(es) specified in the order during local business hours, excluding local public holidays. You and Oracle may mutually agree in writing that such services be delivered at other location(s). You agree to use reasonable efforts to schedule on-site services by each on-site OMCS resource for a minimum of eight (8) continuous hours of services per day. You agree to provide on-site OMCS resources

with access to office accommodations and facilities. As required by U.S. Department of Labor regulations (20 CFR 655.734), you will allow Oracle to post a notice regarding Oracle H1-B employee(s) at your work site prior to the employee's arrival on site.

H. Notwithstanding anything to the contrary in the contract, you may not assign the order or give or transfer the OMCS, or an interest in them, to another individual or entity. If you grant a security interest in any of the OMCS, the secured party has no right to use or transfer those services, and if you decide to finance your acquisition of any of the OMCS from Oracle, you will follow Oracle's policies regarding financing which are at http://www.oracle.com/contracts.

I. You shall not use or permit use of the services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Oracle under the contract and the order, Oracle reserves the right to remove or disable access to any material that violates the foregoing restrictions. Oracle shall have no liability to you in the event that Oracle takes such action. You agree to defend and indemnify Oracle against any claim arising out of a violation of your obligations under this paragraph to the extent not prohibited by law.

7. **Term**.
Core Services shall be provided for one year beginning on the effective date of the order, unless earlier terminated in accordance with the order. The duration of Service Options is specified in the order.

The Core Services and Service Options acquired under the order may be renewed on an annual basis, and the annual services fees for such renewal are stated in the order.

The initial one-year term of the Core Services and any renewal years are collectively defined as the "services term."

8. **Termination.**
If ordering Computer and Administration Services, you may terminate the order (and all services hereunder) (and all services hereunder) for convenience by: (i) providing forty-five (45) calendar days prior written notice to the Contractor and to Oracle, and (ii) paying for all services performed though the effective date of termination. The termination shall be effective on the requested termination date, provided that you have paid the fees for all services performed through the effective date of termination by such date.

If a party breaches a material term of the order and fails to correct the breach within thirty (30) days of written specification of the breach, then the non-breaching party may terminate the order (and all services thereunder) upon written notice to the other party.

The OMCS may be suspended immediately if (i) your licenses and/or technical support for the Oracle programs specified in the order lapse, (ii) you violate a restriction set forth in Section 6 of these Public Sector Supplemental Terms, (iii) in Oracle's reasonable judgment, the services or any component thereof are about to suffer a significant threat to security or functionality; or (iv) your Environment(s) malfunctions or otherwise affects network access within or to Oracle's Data Center(s) or another customer's environment. You will be provided advance notice regarding any such suspension when, in Oracle's

sole discretion, reasonable based on the nature of the circumstances. Oracle will use reasonable efforts to re-establish the affected OMCS promptly after Oracle determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured. The order and the OMCS thereunder may be terminated if any of the foregoing is not cured within thirty days after Oracle's initial notice thereof. Any suspension of the services under this paragraph shall not excuse you from your obligation to make payments under the order.

Following termination of Computer and Administration Services, (i) your right to access and use the Oracle programs specified in the order within the Environment(s) shall terminate; and (ii) you may otherwise use such programs subject to the terms of the agreements and applicable ordering document under which such program licenses were acquired.

Within seven (7) calendar days after the end of the services term for Computer and Administrative Services, you shall receive a final Decommission Tape containing your data.

9. **Warranty and Disclaimers.**
The sole and exclusive warranty for services provided to you is that Oracle warrants that the services will be provided in all material respects in accordance with the OMCS specifications set forth in the Schedules under the Statement of Work defined in the order. **TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.**

ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE.

10. **Exclusive Remedy.**
If the services provided to you for any given month during the services term were not in accordance with the warranty specified in these Public Sector Supplemental Terms, you must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must contain a description of the deficiency in services (including the Service Request number notifying Oracle of the deficiency in service) and must be submitted to outsourcingcredit_ww@oracle.com. If applicable, Oracle will remit a services fee credit for such month calculated at 10% of net monthly Core Services fees for Oracle's failure to provide the services as warranted. The credit will be in the form of a credit towards any outstanding balance for OMCS owed to Oracle, and the remittance of such credit **WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THESE PUBLIC SECTOR SUPPLEMENTAL TERMS AND THE CONTRACT.**

11. **Data Privacy and Security**.
In performing the services, Oracle will comply with the Oracle Services Privacy Policy, which is available at http://www.oracle.com/html/services-privacy-policy.html and incorporated herein by reference. Oracle and your respective responsibilities for maintaining the privacy and security of your production data in connection with Oracle's OMCS are described in the *Oracle Managed Cloud Services Security Practices Schedule* included within the Statement of Work. The *Oracle Services Privacy Policy*, incorporated herein, is subject to change at Oracle's discretion; however, Oracle changes to the policy

will not result in a material reduction in the level of protection provided for your data during the services term.

You may purchase, or may be required to purchase, additional services from OMCS (e.g., Oracle Payment Card Industry Compliance Services, Oracle HIPAA Security Services, etc.) to address particular data protection requirements applicable to your business.

Oracle subscribes to the United States/European Union Safe Harbor Principles, and, as a result, appears on the U.S. Department of Commerce Safe Harbor list (available at http://www.export.gov/safeharbor) as of the effective date of the order. Oracle's Safe Harbor certification specifically includes Oracle's performance of hosting services for customer-provided personal information.

Any data provided by you that resides in your OMCS Environment(s) shall be your confidential information. You agree to provide any notices and obtain any consents related to your use of the services and Oracle's provision of the services, including those related to the collection, use, processing, transfer and disclosure of personal information. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of your data.

12. **Intellectual Property Indemnification**

If someone makes a claim against you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights (including U.S. or foreign patent, trademark and copyright), the Provider will indemnify the Recipient against the claim to the extent permitted by law if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim;
- gives the Provider control of the defense, with input from Recipient, and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated someone else's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order (e.g., impairs Oracle's ability to perform due to a work statement, schedule or cost impact), then Oracle may, at its option and upon 30 days prior written notice, request termination of the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and

used in accordance with the terms of this agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of this agreement (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of this agreement.

13. **Service Monitoring and Verification**.
You acknowledge that Oracle may access your OMCS Environment(s) during the services term to perform the services. Oracle may use tools, scripts, software, and utilities (collectively, the "Tools") to review and administer your Environment(s) (e.g., to perform environment clones, password changes, monitoring and file system maintenance), and to help resolve your Oracle Service Requests. The Tools will not collect, report or store any production data residing in your Environment(s), except as necessary to troubleshoot Service Requests or other Problems in your Environment(s). Data collected by the Tools (excluding production data) may also be used to assist in managing Oracle's product and service portfolio and for license management. You agree that (a) except as set forth in this paragraph, you may not access or use the Tools, and (b) you will not use or restore the Tools from any tape backup at any time following termination of the order. Any Tools provided by Oracle as part of the services for your use are provided on an "as is" basis; Oracle does not provide technical support or offer any warranties for such Tools.

Oracle may compile aggregated statistical and performance information related to the provision of services, and may make such information publicly available. Such information does not incorporate your personally identifiable information or data and/or identify your confidential information. Oracle retains all intellectual property rights in such information.

Unless otherwise agreed in an order, upon 45 days written notice, and no more than once annually, Oracle may audit your use of the services. You agree to cooperate with Oracle's audit, provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. Oracle shall not be responsible for any of your costs incurred in cooperating with the audit. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the contract, these Public Sector Supplemental Terms or the applicable order. You shall be responsible for paying any underpaid fees related to use of the services.

14. **Change Control.**
Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until Oracle agrees in writing to the proposed change.

15. **Force Majeure**.
Neither you, Contractor, nor Oracle shall be responsible for failure or delay of performance if caused by: an act of war, hostility, terrorism or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. All parties agree to use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, you will terminate for convenience the contract unless the parties otherwise agree in writing. This Section does not excuse either party of its obligations to take reasonable steps to follow applicable disaster recovery procedures or your obligation to pay for the services.

16. **Export**.
Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the services and any service deliverables. You agree that such export control laws govern your use of the services and any service deliverables (including technical data) provided under the order, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials related to or resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

17. **Relationship Between Parties.**
Oracle is an independent contractor and no partnership, joint venture, or agency relationship exists between you and Oracle or between Contractor and Oracle. Each party will be responsible for paying our own employees, including employment related taxes and insurance. If while performing services Oracle requires access to other vendors' products that are part of your system, you will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on your behalf.

18. **Other.**
If any provision herein or document incorporated by reference into these Public Sector Supplemental Terms contains a provision (a) allowing for the automatic termination of your services; (b) allowing for the automatic renewal of services and/or fees; (c) requiring the governing law to be anything other than Federal law; and/or (d) specifying the jurisdiction and venue of any action, then, such terms shall not apply with respect to you. If any document incorporated by reference into these Public Sector Supplemental Terms, contains an indemnification provision, such indemnification provision only apply to the extent not prohibited by law.

ORACLE

Manufacturer's Statement of Terms

This Manufacturer's Statement of Terms (the "statement") is provided by Oracle Corporation, including its subsidiaries ("Oracle"). This statement applies to the Oracle products and services you have ordered from an Oracle authorized reseller.

1. Hardware

a. Your hardware order consists of the following items: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and spare parts) specified on the applicable order. The term "hardware" is defined as the hardware equipment, including components, options and spare parts. The term "integrated software" is defined as software embedded in the hardware which is essential to hardware functionality (e.g., firmware).

b. You have the right to use the operating system delivered with the hardware subject to the terms of the license agreement(s) delivered with the hardware. Current versions of the license agreements are located at http://oracle.com/contracts. You are licensed to use the operating system and any operating system updates acquired through technical support only as incorporated in, and as part of the hardware.

c. You have the limited, non-exclusive, royalty free, non-assignable right to use integrated software delivered with the hardware subject to the terms of the applicable documentation. You are licensed to use such integrated software and any integrated software updates acquired through technical support only as incorporated in, and as part of the hardware.

d. The operating system and/or integrated software may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the operating system and integrated software under such terms are not restricted in any way by this statement. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the operating system and integrated software.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code received by you as binaries on physical media, if you would like to receive a copy of the source code ("source code") on media via postal service, submit your written request at <http://oss.oracle.com/systems-opensourcecode >. Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-5OP10, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media. Should this be the case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of our last delivery of the applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

e. You may only make copies of the operating system and integrated software for archival purposes, to replace a defective copy, or for program verification. You shall not remove any copyright notices or labels on the operating system or integrated software. You shall not decompile or reverse engineer the operating system or integrated software.

f. Oracle may include additional programs on the hardware (e.g., Exadata Storage Server software). You are not authorized to use those programs unless you have a license specifically granting you the right to do so. If you would like a 30 day trial license to use such programs contact Oracle or an Oracle authorized reseller.

g. You acknowledge that to operate certain hardware your facility must meet a minimum set of requirements as described in the hardware documentation. Such requirements may change from time to time, as communicated by Oracle to you in the applicable hardware documentation.

2. Warranty

a. Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the hardware, (ii) the operating system and the integrated software, and (iii) the operating system media and the integrated software media (collectively, "media"). Oracle warrants that the hardware will be free from, and using the operating system and integrated software will not cause in the hardware, material defects in materials and workmanship for one year from the date the hardware is delivered to the delivery location. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to the delivery location. You may access a more detailed description of the Oracle Hardware Warranty at http://www.oracle.com/us/support/policies/index.html ("the warranty web page"). Any changes to the Oracle Hardware Warranty specified on the warranty web page will not apply to hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The hardware may be new or like new. The Oracle Hardware Warranty applies to hardware that is new and hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

b. **FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (i) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR (ii) IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES YOU PAID ORACLE FOR THE DEFECTIVE PRODUCT AND THE REFUND OF ANY UNUSED PREPAID**

TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE DEFECTIVE PRODUCT. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

c. Replacement units for defective parts or components replaced under the Oracle Hardware Warranty may be new or like new quality. Such replacement units assume the warranty status of the hardware into which they are installed and have no separate or independent warranty of any kind. Title in all defective parts or components shall transfer back to Oracle upon removal from the hardware.

d. **ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR MEDIA.**

e. No warranty will apply to any hardware, operating system, integrated software or media which has been:
   (i) modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware);
   (ii) maltreated or used in a manner other than in accordance with the relevant documentation;
   (iii) repaired by any third party in a manner which fails to meet Oracle's quality standards;
   (iv) improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
   (v) used with equipment or software not covered by the Oracle Hardware Warranty, to the extent that the problems are attributable to such use;
   (vi) relocated, to the extent that problems are attributable to such relocation;
   (vii) used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
   (viii) used by parties appearing on the most current U.S. export exclusion list;
   (ix) relocated to countries subject to U.S. trade embargo or restrictions;
   (x) used remotely to facilitate any activities in the countries referenced in (ix) above; or
   (x). purchased from any entity other than Oracle or an Oracle authorized distributor.

f. The Oracle Hardware Warranty does not apply to normal wear of the hardware or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the hardware and may be void in the event that title to the hardware is transferred to a third party.

3. Oracle Hardware and Systems Support

If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the services. The Oracle Hardware and System Support Policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which fees for Oracle Hardware and Systems Support have been paid. You should review the policies prior to entering into an order. You may access the current version of the Oracle Hardware and System Support Policies at http://www.oracle.com/us/support/policies/index.html.

Oracle warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services. **FOR ANY BREACH OF THIS WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE REPERFORMANCE OF THE DEFICIENT SERVICES; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT SERVICES.**

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE ORACLE HARDWARE AND SYSTEMS SUPPORT WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE FOR THE ORACLE HARDWARE AND SYSTEMS SUPPORT SERVICE GIVING RISE TO THE LIABILITY.

4. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents involved in the transfer, export or re-export of the programs and hardware (including any integrated software and operating system(s)): 'These commodities, technology, software or hardware (including any integrated software and operating system(s)) were exported in accordance with the U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited.'

13120 EXHIBIT G

OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY

1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.

2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov

2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.

2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.

3.0 Commercial air travel shall be reimbursed as follows:

3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.

3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.

3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.

4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.

4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.

4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)

4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.

4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.

4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.

13120 EXHIBIT G

OFFICE OF PROCUREMENT SERVICES CONTRACTOR TRAVEL AND PER DIEM POLICY

5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel, fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts

PLEASE SUBSTITUTE ATTACHED REVISED PAGES TO SUBJECT CONTRACT.

SERIAL 13120-RFP ORACLE PRODUCTS, SERVICES AND SOLUTIONS

DATE OF LAST REVISION: November 20, 2014 CONTRACT END DATE: April 30, 2017

CONTRACT PERIOD THROUGH APRIL 30, 2017

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **ORACLE PRODUCTS, SERVICES AND SOLUTIONS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 23, 2017.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

SD/mm
Attach

Copy to: Office of Procurement Services
Sandip Dholakia, Office of Enterprise Technology

10.0 Application Integration Architecture Recap

MINIMUM DISCOUNTS	0.00%	0.00%

~~**11.0 Solaris Premier Subscription for Non-Oracle Hardware Recap**~~

~~MINIMUM DISCOUNTS~~ ***TALEO**	~~0.00%~~ **2%**	~~0.00%~~ **0%**

12.0 MySQL Recap

MINIMUM DISCOUNTS	28.57%	22.00%

13.0 Labor Rate(s) Recap

Part Number	Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
DLT0001	Installation Engineer	$169.36	$174.44	$179.67	$185.06	$190.61	$196.33
DTL002	Systems Engineer	$179.35	$184.73	$190.28	$195.98	$201.86	$207.91
DTL003	Sr. Systems Engineer	$193.27	$199.06	$205.03	$211.18	$217.52	$224.05
DLT004	Application Developer	$176.65	$181.95	$187.41	$193.03	$198.83	$204.79
DLT005	Sr. Application Developer	$184.76	$190.30	$196.01	$201.89	$207.94	$214.17
DLT0027	Director/Engineer	$184.76	$190.30	$196.01	$201.89	$207.94	$214.18
DLT0028	Senior Project Manager	$221.11	$227.74	$234.58	$241.61	$248.86	$256.32
DLT0029	Project Manager/Engineer	$215.81	$222.28	$228.95	$235.82	$242.89	$250.18
DLT0030	Senior Consultant/Engineer	$197.99	$200.68	$206.70	$209.57	$215.86	$222.33
DLT0031	Consulting/Engineer	$169.36	$174.44	$179.67	$185.06	$190.61	$196.33

14.0 HARDWARE, SERVERS AND STORAGE

MINIMUM DISCOUNTS	19.68%	10.50%

***Valid Quote from DLT required.**

15.0 TRAINING

$0 - $10,000	13.30%
$10,001 - $25,000	18.40%
$25,001 - $50,000	23.50%
$50,001 - $100,000	28.60%
$100,001 - $250,000	33.70%
$250,001 +	38.80%

16.0 ORACLE FUSION CLOUD SERVICES (Requires valid quote from DLT) **2%**

PLEASE SUBSTITUTE ATTACHED REVISED PAGES TO SUBJECT CONTRACT.

SERIAL 13120-RFP ORACLE PRODUCTS, SERVICES AND SOLUTIONS

DATE OF LAST REVISION: September 16, 2014 CONTRACT END DATE: April 30, 2017

CONTRACT PERIOD THROUGH APRIL 30, 2017

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **ORACLE PRODUCTS, SERVICES AND SOLUTIONS**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **April 23, 2017.**

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

SD/mm
Attach

Copy to: Office of Procurement Services
Sandip Dholakia, Office of Enterprise Technology

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or otherwise engage in any unethical conduct, may be grounds for Disbarment or Suspension under MC1-902.
An attempt to influence includes, but is not limited to:

6.27.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type of valuable contribution or subsidy,

6.27.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a person attempts to influence any employee or agent of Maricopa County, the Maricopa County Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, and/or any remedy provided by this Contract.

6.28 TAXES

Contractor agrees to hold County harmless from any and all taxes, assessments or governmental charges incurred by it in connection with Contractor providing services under this Contract. If at any time County believes that a tax levied in connection with this Contract was not properly taxed or taxable, Contractor agrees to execute Arizona Form 285, as well as any other Representation Authorization Form or document necessary to permit County to contest the tax or seek a refund. In such event, Contractor agrees to fully cooperate with County in such matter.

6.29 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.30 INCORPORATION OF DOCUMENTS

The Parties agree that the following attached Exhibits are made part of this Contract:

6.30.1 Exhibit A, Pricing Sheet;

6.30.2 Exhibit B, Scope of Work;

6.30.3 Exhibit C, Oracle License Definitions and Rules.

6.30.4 Exhibit D, DLT Solutions, Oracle End User License Agreement (EULA)

6.30.5 Exhibit E, ~~Managed Cloud Services Terms and Conditions~~
Oracle Terms and Conditions Cloud Services

6.30.6 Exhibit F, Manufacturers Statement of Terms for Hardware

6.30.7 Exhibit G, Maricopa County Contractor Travel Policy

EXHIBIT A

PRICING SHEET

SERIAL 13120-RFP	
RESPONDENT'S NAME:	DLT SOLUTIONS, LLC
COUNTY VENDOR NUMBER :	2011004671
ADDRESS:	13861 SUNRISE VALLEY DRIVE, SUITE 400
CITY STATE	HERNDO, N VA. 20171
TELEPHONE NUMBER:	703-709-7172
WEB SITE:	www.dlt.com
CONTACT (REPRESENTATIVE):	Livia Alfano
REPRESENTATIVE'S E-MAIL ADDRESS:	liva.alfano@dlt.com
PAYMENT TERMS.	NET 30

	Min. Discount for Licenses XX%	Maintenance Price based on a Percentage of Discounted License Cost*
1.0 Technology Recap		
MINIMUM DISCOUNTS	28.57%	22.00%
2.0 E-Business Suite Applications Component Recap		
MINIMUM DISCOUNTS	28.57%	22.00%
3.0 Primavera Recap		
MINIMUM DISCOUNTS	28.57%	22.00%
4.0 PeopleSoft Component Recap		
MINIMUM DISCOUNTS	28.57%	22.00%
5.0 JD Edwards Component Recap		
MINIMUM DISCOUNTS	28.57%	22.00%
6.0 Siebel CRM Applications Recap		
MINIMUM DISCOUNTS	28.57%	22.00%
7.0 Business Intelligence Applications Component Recap		
MINIMUM DISCOUNTS	28.57%	22.00%
8.0 Fusion Applications Component Recap		
MINIMUM DISCOUNTS	28.57%	22.00%
~~**9.0 Oracle Linux Support and Oracle VM Support Recap**~~	~~0.00%~~	~~0.00%~~
~~MINIMUM~~ DISCOUNTS ***RIGHTNOW**	**2%**	**0%**

10.0 Application Integration Architecture Recap

MINIMUM DISCOUNTS	0.00%	0.00%

11.~~0 Solaris Premier Subscription for Non-Oracle Hardware Recap~~

~~MINIMUM DISCOUNTS~~ ***TALEO**	~~0.00%~~ **2%**	~~0.00%~~ **0%**

12.0 MySQL Recap

MINIMUM DISCOUNTS	28.57%	22.00%

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$25,001 - $50,000	23.50%
$50,001 - $100,000	28.60%
$100,001 - $250,000	33.70%
$250,001 +	38.80%

EXHIBIT E

ORACLE TERMS AND CONDITIONS CLOUD SERVICES

ORACLE®

PUBLIC SECTOR TERMS AND CONDITIONS FOR ORACLE CLOUD SERVICES vTBD_CS

THESE PUBLIC SECTOR CLOUD SERVICES TERMS AND CONDITIONS FOR ORACLE CLOUD SERVICES ("TERMS AND CONDITIONS") APPLY TO THE ORACLE CLOUD SERVICES THAT YOU ORDER FROM THE CONTRACTOR. THESE TERMS AND CONDITIONS SHALL TAKE PRECEDENCE OVER ANY CONFLICTING TERMS IN AN ORDER OR ORDERING DOCUMENTATION.

A. Definitions

"You" and "your" refers to the ordering activity that has ordered Oracle services from an authorized distributor ("Contractor") under this contract.

The term "ancillary programs" refers to any software agent or tool owned or licensed by Oracle that is made available to you for download as part of the cloud services for purposes of facilitating your access to, operation of, and/or use with, the services environment. "Ancillary programs" does not include separately licensed third party technology.

The term "auto renew" or "auto renewal" is the process by which the services period of certain cloud services under an order is automatically extended for an additional services period unless such services are otherwise terminated in accordance with the terms of the order or the contract, including these Terms and Conditions. The service specifications incorporated into your order define which cloud services are eligible for auto renewal as well as any terms applicable to any such renewal. Please note: auto renewal does not apply to purchases under the contract. Please see the first paragraph in Services Period; End of Services section *infra* for renewal requirements.

The term "cloud services" means, collectively, the Oracle cloud services (e.g., Oracle software as a service offerings and related Oracle programs) listed in your order and defined in the service specifications. The term "cloud services" does not include professional services.

The term "data center region" refers to the geographic region in which the services environment is physically located. The data center region applicable to the cloud services is set forth in your order.

The term "Oracle programs" refers to the software products owned or licensed by Oracle which you access as part of the cloud services, including program documentation, and any program updates provided as part of the cloud services. The term "Oracle programs" does not include separately licensed third party technology.

The term "professional services" means, collectively, the consulting and other professional services which you have ordered. Professional services include any deliverables described in your order and delivered to you under the order. "Professional services" does not include cloud services.

The term "program documentation" refers to the program user manuals for the Oracle programs referenced within the service specifications for cloud services, as well as any help windows and readme files for such Oracle programs that are accessible from within the services. The program documentation describes technical and functional aspects of the Oracle programs. You may access the documentation online at http://oracle.com/contracts or such other address specified by Oracle.

The term "separate terms" refers to separate license terms that are specified in the program documentation, service specifications, readme or notice files and that apply to separately licensed third party technology.

The term "separately licensed third party technology" refers to third party technology that is licensed under separate terms and not under the terms of the contract, including these Terms and Conditions.

The term "services" refers to, collectively, both the cloud services and professional services that you have ordered.

The term "services environment" refers to the combination of hardware and software components owned, licensed or managed by Oracle which you and your users access as part of the cloud services which you have ordered. As applicable and subject to the terms of the contract, including these Terms and Conditions and your order, Oracle programs, third party content, your content and your applications may be hosted in the services environment.

The term "service specifications" means the descriptions on www.oracle.com/contracts, or such other address specified by Oracle, that are applicable to the services under your order, including any program documentation, Oracle Cloud Hosting and Delivery Policies (e.g., support and security policies), and other descriptions referenced or incorporated in such descriptions.

The term "services period" refers to the period of time for which you ordered cloud services as specified in your order.

The term "third party content" means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle and made available to you through, within, or in conjunction with your use of, the cloud services. Examples of third party content include data feeds from social network services, rss feeds from blog posts, and data libraries and dictionaries. Third party content does not include separately licensed third party technology.

The term "users" means those employees, contractors, and end users, as applicable, authorized by you or on your behalf to use the cloud services in accordance with the contract, including these Terms and Conditions and your order.

The term "your applications" means all software programs, including any source code for such programs, that you or your users provide and load onto, or create using, any Oracle "platform-as-a-service" or "infrastructure-as-a-service" cloud services. Services under your order, including these Terms and Conditions, including Oracle programs and services environments, Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "your applications."

The term "your content" means all text, files, images, graphics, illustrations, information, data (including Personal Data as that term is defined in the Data Processing Agreement for Oracle cloud services described in Section J below), audio, video, photographs and other content and material (other than your applications), in any format, provided by you or your users that reside in, or run on or through, the services environment.

B. Rights Granted

Upon Contractor's acceptance of your order and for the duration of the services period, and subject to these Terms and Conditions or your order, you have the non-exclusive, non-assignable, royalty free, worldwide limited right to access and use the services that you ordered, including anything developed by Oracle and delivered to you as part of the services, solely for your internal business operations and subject to the terms of these Terms and Conditions and your order, including the service specifications. You may allow your users to use the services for this purpose and you are responsible for your users' compliance with these Terms and Conditions and the order.

You do not acquire under your order, including these Terms and Conditions, any right or license to use the services, including the Oracle programs and services environment, in excess of the scope and/or duration of the services stated in your order. Upon the end of the services ordered, your right to access and use the services will terminate.

To enable Oracle to provide you and your users with the services, you grant Oracle the right to use, process and transmit, in accordance with these Terms and Conditions and your order, your content and your applications for the duration of the services period plus any additional post-termination period during which Oracle provides you with access to retrieve an export file of your content and your applications. If your applications include third party programs, you acknowledge that Oracle may allow providers of those third party programs to access the services environment, including your content and your applications, as required for the interoperation of such third party programs with the services. Oracle will not be responsible for any use, disclosure, modification or deletion of your content or your applications resulting from any such access by third party program providers or for the interoperability of such third party programs with the services.

Except as otherwise expressly set forth in your order for certain cloud services offerings (e.g., a private cloud hosted at your facility), you acknowledge that Oracle has no delivery obligation for Oracle programs and will not ship copies of such programs to you as part of the services.

The services may contain or require the use of separately licensed third party technology. Such third party technology is licensed to you under the terms of the third party technology license agreement and not under the terms of this contract. Oracle may provide certain notices to you in the service specifications, program documentation, readme or notice files in connection with such separately licensed third party technology. The third party owner, author or provider of such separately licensed third party technology retains all ownership and intellectual property rights in and to such separately licensed third party technology.

As part of certain cloud services offerings, Oracle may provide you with access to third party content within the services environment. The type and scope of any third party content is defined in the service specifications applicable to your order. The third party owner, author or provider of such third party content retains all ownership and intellectual property rights in and to that content, and your rights to use such third party content are subject to, and governed by, the terms applicable to such content as specified by such third party owner, author or provider.

C. Ownership and Restrictions

You retain all ownership and intellectual property rights in and to your content and your applications. Oracle or its licensors retain all ownership and intellectual property rights to the services, including Oracle programs and ancillary programs, and derivative works thereof, and to anything developed or delivered by or on behalf of Oracle under your order.

You may not, or cause or permit others to:

- license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the services, Oracle programs, ancillary programs, services environments or materials available, to any third party, other than as expressly permitted under the terms of the applicable order;
- remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- make the programs or materials resulting from the services (excluding your content and your applications) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific services you have acquired);
- modify, make derivative works of, disassemble, decompile, or reverse engineer any part of the services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Oracle;
- perform or disclose any benchmark or performance tests of the services, including the Oracle programs, without Oracle's prior written consent; and

- perform or disclose any of the following security testing of the services environment or associated infrastructure without Oracle's prior written consent: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing;

The rights granted to you under your order, including these Terms and Conditions, are also conditioned on the following:

- except as expressly provided herein or in your order, no part of the services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and
- You make every reasonable effort to prevent unauthorized third parties from accessing the services.

D. Service Specifications

The services are subject to and governed by service specifications applicable to your order. Service specifications may define provisioning and management processes applicable to the services (such as capacity planning), types and quantities of system resources (such as storage allotments), functional and technical aspects of the Oracle programs, as well as any services deliverables. You acknowledge that use of the services in a manner not consistent with the service specifications may adversely affect services performance and/or may result in additional fees. If the services permit you to exceed the ordered quantity (e.g., soft limits on counts for users, sessions, storage, etc.), then, in the event you exceed your ordered quantity, you shall promptly execute a contract modification to purchase the additional quantity necessary to account for your excess usage.

Oracle may make changes or updates to the services (such as infrastructure, security, technical configurations, application features, etc.) during the services period, including to reflect changes in technology, industry practices, patterns of system use, and availability of third party content. The service specifications are subject to change at Oracle's discretion; however, Oracle changes to the service specifications will not result in a material reduction in the level of performance or availability of the applicable services provided to you for the duration of the services period.

Your order will specify the data center region in which your services environment will reside. As described in the service specifications and to the extent applicable to the cloud services that you have ordered, Oracle will provide production, test, and backup environments in the data center region stated in your order. Oracle and its affiliates may perform certain aspects of cloud services, such as service administration and support, as well as other services (including professional services and disaster recovery), from locations and/or through use of subcontractors, worldwide.

E. Use of the Services

You are responsible for identifying and authenticating all users, for approving access by such users to the services, for controlling against unauthorized access by users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating your and your users' usernames, passwords and accounts with Oracle, you accept responsibility for the timely and proper termination of user records in your local (intranet) identity infrastructure or on your local computers. Oracle is not responsible for any harm caused by your users, including individuals who were not authorized to have access to the services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in your local identity management infrastructure or your local computers. You are responsible for all activities that occur under your and your users' usernames, passwords or accounts or as a result of your or your users' access to the services, and agree to notify Oracle immediately of any unauthorized use.

You agree not to use or permit use of the services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including your content, your applications and third party content,

for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Oracle under the contract, including these Terms and Conditions, Oracle reserves the right, but has no obligation, to take remedial action if any material violates the foregoing restrictions, including the removal or disablement of access to such material. Oracle shall have no liability to you in the event that Oracle takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of your content and your applications. To the extent not prohibited by law, you agree to defend and indemnify Oracle against any claim arising out of a violation of your obligations under this section.

You are required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") necessary for the proper function and security of the services, including for the Oracle programs, as such Patches are generally released by Oracle as described in the service specifications. Except for emergency or security related maintenance activities, Oracle will coordinate with you the scheduling of application of Patches, where possible, based on Oracle's next available standard maintenance window.

F. Trial Use and Pilot Cloud Services

Oracle may make available certain cloud services for trial, non-production purposes. Cloud services for trial purposes must be ordered under a separate order. Cloud services acquired for trial purposes are provided on an "as is" and "as available" basis and may not be used with production data that has not been masked, anonymized or otherwise rendered unreadable. Oracle does not provide technical or other support or offer any warranties for such services.

Oracle may make available "conference room pilots" for certain cloud services under your order, including these Terms and Conditions. Conference room pilots ordered by you are described in the service specifications applicable to your order and are provided solely for you to evaluate and test the cloud services for your internal business purposes. Conference room pilots are provided by Oracle on an "as is" and "as available" basis, and Oracle does not provide technical or other support or offer any warranties for such services. You agree not to include any production data in your conference room services environment. You may be required to order certain professional services as a prerequisite to an order for a conference room pilot.

Oracle may make available "production pilots" for certain cloud services under your order, including these Terms and Conditions. Production pilots ordered by you are described in the service specifications applicable to your order, and are provided solely for you to evaluate and test cloud services for your internal business purposes. you may be required to order certain professional services as a prerequisite to an order for a production pilot.

G. Fees and Taxes

Your order is non-cancelable and the sums paid non refundable, except as provided in these Terms and Conditions or your order. Reimbursement of expenses related to providing any professional services, if any, will be addressed in the relevant ordering document and/or statement of work. Fees for services offerings are invoiced in arrears of the service performance.

You agree and acknowledge that you have not relied on the future availability of any services, programs or updates in executing your order; however, the preceding does not relieve Oracle of its obligation during the services period to deliver services that you have ordered per the terms of these Terms and Conditions.

H. Services Period: End of Services

Services provided under your order, including these Terms and Conditions shall be provided for the services period defined in your order, unless earlier suspended or terminated in accordance with these

Terms and Conditions, or your order. If you order cloud services that are designated in the service specifications or your order as auto renew, such services will NOT automatically renew unless you provide Oracle with written notice no later than thirty (30) days prior to the end of the applicable services period of your desire to renew such cloud services and you execute a contract modification to renew such services. The preceding sentence shall not apply if Oracle provides you with written notice no later than ninety (90) days prior to the end of the applicable services period that it will not renew such cloud services.

Upon the end of the services, you no longer have rights to access or use the services, including the associated Oracle programs and services environments; however, at your request, and for a period of up to 60 days after the end of the applicable services, Oracle will make available to you, your content and your applications as existing in the services environment on the date of termination. At the end of such 60 day period, and except as may be required by law, Oracle will delete or otherwise render inaccessible any of your content and your applications that remain in the services environment.

Oracle may temporarily suspend password, account, and access to or use of the services if in Oracle's reasonable judgment, the services or any component thereof are about to suffer a significant threat to security or functionality. Oracle will provide advance notice to you of any such suspension in Oracle's reasonable discretion based on the nature of the circumstances giving rise to the suspension. Oracle will use reasonable efforts to re-establish the affected services promptly after Oracle determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured; however, during any suspension period, Oracle will make available to you, your content and your applications as existing in the services environment on the date of suspension. Oracle may terminate the services under an order if any of the foregoing causes of suspension is not cured within 30 days after Oracle's initial notice thereof. Any suspension or termination by Oracle under this paragraph shall not excuse you from your obligation to make payment(s) under your order.

If Oracle breaches a material term of your order, including these Terms and Conditions, and fails to correct the breach within 30 days of written specification of the breach, then you may terminate the order under which the breach occurred. You may agree in your sole discretion to extend the 30 day period for so long as Oracle continues reasonable efforts to cure the breach. Any breaches of your order, including these Terms and Conditions, shall be handled in accordance with the Contracts Disputes Act.

You may terminate your order at any time without cause by giving Contractor 30 days prior written notice of such termination.

I. Nondisclosure

By virtue of your order, including these Terms and Conditions, Oracle, the Contractor and you may have access to information that is confidential to one another ("Confidential Information"). You agree to disclose only information that is required for Oracle to perform the Services under your. Confidential information shall be limited to your content and your applications residing in the services environment, and all information clearly identified as confidential at the time of disclosure.

Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

Subject to applicable law, Oracle, the Contractor and you each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Oracle will hold your Confidential Information that resides within the services environment in confidence for as long as such information resides in the services environment. Oracle, the Contractor and you each may disclose Confidential Information only to those employees, agents or

subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under your order, including these Terms and Conditions. Oracle will protect the confidentiality of your content or your applications residing in the services environment in accordance with the Oracle security practices defined as part of the service specifications applicable to your order. In addition, your Personal Data will be treated in accordance with the terms of Section I. below. Nothing shall prevent either party from disclosing Confidential Information to a governmental entity or any other entity as required by law. The parties acknowledge and agree that you and your order, including these Terms and Conditions are subject to applicable law. Should you receive a request under such law for Oracle's Confidential Information, you agree to give Oracle adequate prior notice of the request and before releasing Oracle's Confidential Information to a third party, in order to allow Oracle sufficient time to seek injunctive relief or other relief against such disclosure.

J. Data Protection

In performing the services, Oracle will comply with the *Oracle Services Privacy Policy*, which is available at http://www.oracle.com/html/services-privacy-policy.html and incorporated herein by reference. The *Oracle Services Privacy Policy* is subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of protection provided for your Personal Data provided as part of your content during the services period of your order.

Oracle's *Data Processing Agreement for Oracle Cloud Services* (the "Data Processing Agreement"), which is available at http://www.oracle.com/dataprocessingagreement and incorporated herein by reference, describes the parties' respective roles for the processing and control of Personal Data that you provide to Oracle as part of the cloud services. Oracle will act as a data processor, and will act on your instruction concerning the treatment of your Personal Data residing in the services environment, as specified in your order, including these Terms and Conditions and the Data Processing Agreement. You agree to provide any notices and obtain any consents related to your use of the services and Oracle's provision of the services, including those related to the collection, use, processing, transfer and disclosure of Personal Data.

The service specifications applicable to your order define the administrative, physical, technical and other safeguards applied to your content residing in the services environment, and describe other aspects of system management applicable to the services. You are responsible for any security vulnerabilities, and the consequences of such vulnerabilities, arising from your content and your applications, including any viruses, Trojan horses, worms or other programming routines contained in your content or your applications that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data.

If available, you may purchase additional services from Oracle (e.g., Oracle Payment Card Industry Compliance Services, Oracle HIPAA Security Services, Oracle Federal Security Services, etc.) to address particular data protection requirements applicable to your business or your content.

K. Warranties, Disclaimers and Exclusive Remedies

Oracle warrants that it will perform (i) cloud services in all material respects as described in the service specifications, and (ii) professional services in a professional manner in accordance with the service specifications. If the services provided to you were not performed as warranted, you must promptly provide written notice to Oracle that describes the deficiency in the services (including, as applicable, the service request number notifying Oracle of the deficiency in the services).

ORACLE DOES NOT GUARANTEE THAT (A) THE SERVICES WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL SERVICE ERRORS, (B) THE SERVICES WILL OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED BY ORACLE, AND (C) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN

THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT, YOUR APPLICATIONS OR THIRD PARTY CONTENT. ORACLE DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF THIRD PARTY CONTENT, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT.

FOR ANY BREACH OF THE SERVICE WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERIVCES THAT CAUSED THE BREACH OF THE WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND ORACLE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

L. Limitation of Liability

NEITHER YOU, THE CONTRACTOR NOR ORACLE SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER YOUR ORDER), DATA, OR DATA USE. CONTRACTOR'S MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO CONTRACTOR FOR THE SERVICES UNDER YOUR ORDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM LESS ANY REFUNDS OR CREDITS RECEIVED BY YOU FROM CONTRACTOR UNDER SUCH ORDER.

ORACLE'S MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE SERVICES UNDER YOUR ORDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM LESS ANY REFUNDS OR CREDITS RECEIVED BY CONTRACTOR FROM ORACLE UNDER SUCH ORDER.

M. Intellectual Property Indemnification

If a third party makes a claim against you, including your officers, employees and agents, or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively "Material") furnished by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes the third party's intellectual property rights, the Provider, at its sole cost and expense, will to the extent not prohibited by law, defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider if the Recipient does the following:

a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);

b. gives the Provider sole control of the defense and any settlement negotiations; and
c. gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund the fees the Recipient may have paid for such Material. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle, may, at its option and upon 30 days prior written notice, terminate the order.

The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user documentation or service specifications, (b) uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient, or (c) continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you to the extent that an infringement claim is based on third party content or any Material from a third party portal or other external source that is accessible to you within or from the services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, etc.). Oracle will not indemnify you for infringement caused by your actions against any third party if the services as delivered to you and used in accordance with the terms of this contract would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any intellectual property infringement claim(s) known to you at the time the services rights are obtained.

The term "Material" defined above does not include separately licensed third party technology. Solely with respect to separately licensed third party technology that is part of or is required to use the cloud services and that is used: (a) in unmodified form; (b) as part of or as required to use the cloud services; and (c) in accordance with the usage grant for the relevant cloud services and all other terms and conditions of your order, including these Terms and Conditions, Oracle will indemnify you for infringement claims for separately licensed third party technology to the same extent as Oracle is required to provide infringement indemnification for Materials under the terms of your order, including these Terms and Conditions.

N. Third Party Web Sites, Content, Products and Services

The services may enable you to link to, transmit your content to, or otherwise access, other Web sites, content, products, services, and information of third parties. Oracle does not control and is not responsible for such Web sites or any such content , products, services and information accessible from or provided through the services, and you bear all risks associated with access to and use of such Web sites and third party content, products, services and information.

The services may enable you to link to, transmit your content to, or otherwise access, other Web sites, content, products, services, and information of third parties. Oracle does not control and is not responsible for such Web sites or any such content, products, services and information accessible from or provided through the services, and you bear all risks associated with access to and use of such Web sites and third party content, products, services and information.

Any third party content made accessible by Oracle in or through the services environment is provided on an "as-is" and "as available" basis without any warranty of any kind. Third party content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and you acknowledge that Oracle is not responsible for and under no obligation to control, monitor or correct third party content; however,

Oracle reserves the right to take remedial action if any such content violates applicable restrictions under Section E of this Agreement, including the removal of, or disablement of access to, such content.

You acknowledge that: (i) the nature, type, quality and availability of third party content may change at any time during the services period, and (ii) features of the services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a "Third Party Service"), depend on the continuing availability of such third parties' respective application programming interfaces (APIs) for use with the services. Oracle may update, change or modify the services under your order, including these Terms and Conditions, as a result of a change in, or unavailability of, such third party content, third party services or APIs. If any third party ceases to make its third party content or APIs available on reasonable terms for the services, as determined by Oracle in its sole discretion, Oracle may cease providing access to the affected third party content or third party services without any liability to you or the Contractor. Any changes to third party content, third party services or APIs, including their availability or unavailability, during the services period does not affect your obligations under the contract, including these Terms and Conditions or the applicable order, and you will not be entitled to any refund, credit or other compensation due to any such changes.

Any third party content that you store in your services environment will count towards any storage or other allotments applicable to the cloud services that you ordered.

O. Service Tools and Ancillary Programs

Oracle may use tools, scripts, software, and utilities (collectively, the "Tools") to monitor and administer the services and to help resolve your Oracle service requests. The Tools will not collect or store any of your content or your applications residing in the services environment, except as necessary to provide the services or troubleshoot service requests or other problems in the services. Information collected by the Tools (excluding your content and your applications) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license and services management.

As part of the cloud services, Oracle may provide you with on-line access to download certain ancillary programs for use with the services. If Oracle does not specify separate terms for such ancillary programs, you shall have a non-transferable, non-exclusive, non-assignable, limited right to use such ancillary programs solely to facilitate your access to, operation of, and/or use of the services environment, subject to the terms of the contract, including these Terms and Conditions, and your order. Your right to use such ancillary programs will terminate upon the earlier of Oracle's notice (which may be through posting on https://support.oracle.com or such other URL designated by Oracle), the end of the cloud services associated with the ancillary programs, or the date on which the license to use the ancillary programs ends under the separate terms specified for such programs.

P. Service Analyses

Oracle may (i) compile statistical and other information related to the performance, operation and use of the services, and (ii) use data from the services environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate your content or Confidential Information in a form that could serve to identify you or any individual, and Service Analyses do not constitute Personal Data. Oracle retains all intellectual property rights in Service Analyses.

Q. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the services. You agree that such export laws govern your use of the services (including technical data) and any services deliverables provided under the contract, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any

purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

R. Force Majeure

Neither you, Contractor, nor Oracle shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. All parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, the affected order(s) will be terminated for convenience unless the parties otherwise agree in writing. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for the services.

S. Assignment

You may not assign your order or give or transfer the services (including the Oracle programs) or an interest in them to another individual or entity. If You grant a security interest in any portion of the services, the secured party has no right to use or transfer the services or any deliverables, and if you decide to finance your acquisition of the services, You will follow Oracle's policies regarding financing which are at http://oracle.com/contracts. The foregoing shall not be construed to limit the rights You may otherwise have with respect to separately licensed third party technology licensed under open source or similar license terms.

T. Other

1. Oracle is an independent subcontractor and you agree that no partnership, joint venture, or agency relationship exists between you and Oracle or between Contractor and Oracle. Each party will be responsible for paying its own employees, including employment related taxes and insurance. You understand that Oracle's business partners, including any third party firms retained by you to provide consulting services or applications that interact with the cloud services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as an Oracle subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Oracle would be responsible for Oracle resources under this contract.

2. Oracle programs and services are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is your responsibility to ensure safe use of Oracle programs and services in such applications.

3. You shall obtain at your sole expense any rights and consents from third parties necessary for your content, your applications, and third party content, as well as other vendor's products provided by you that you use with the services, including such rights and consents as necessary for Oracle to perform the services under your order.

4. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to provide the services and you will perform the actions identified in your order as your responsibilities.

5. You remain solely responsible for your regulatory compliance in connection with your use of the services. You are responsible for making Oracle aware of any technical requirements that result from your regulatory obligations prior to entering into an order governed by the contract, including these Terms and Conditions. Oracle will cooperate with your efforts to determine whether use of the standard Oracle services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the services.

6. The Uniform Computer Information Transactions Act does not apply to these Terms and Conditions nor any order placed pursuant to them.

7. Oracle may audit your use of the services (e.g., through use of software tools) to assess whether your use of the services is in accordance with your order. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; you make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of your order. Any usage in excess of your rights shall be considered a change to the scope of services for which you shall issue a contract modification documenting the additional fees related to use of the services in excess of your rights and the change in the scope of services. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.

8. The services specifications that govern the services ordered consist of the documents listed below, which are incorporated into these Terms and Conditions. The service specifications are subject to change at Oracle's discretion; however, Oracle changes to the service specifications will not result in a material reduction in the level of performance or availability of the application services provided to you for the duration of the services period. The terms of the service specifications will govern over any conflicting terms in these Terms and Conditions. For purposes of these Terms and Conditions, references to the term "Customer" in any document within the service specifications shall mean "you" as defined in these Terms and Conditions.

   • **Service Descriptions and Metrics**
   Oracle service descriptions and metrics govern cloud services and professional services. You may access the version of these descriptions and metrics that apply to the cloud services and professional services that you have ordered at www.oracle.com/contracts.

   • **Cloud Hosting and Delivery Services Policies**
   Cloud Hosting and Delivery Services Policies describe and govern cloud services. You may access the version of these policies that apply to the cloud services that you have ordered at www.oracle.com/contracts.

   • **Program Documentation**
   Program Documentation refers to the program user manuals for the Oracle programs for cloud services, as well as any help windows and read me files for such Oracle programs that are accessible from within the service. The Program Documentation describes technical and functional aspects of the Oracle Programs. You may access the documentation online at www.oracle.com/contracts.

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 2015

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

SUBJECT:
For possible action to approve award of Contract No. 140099-RH, The Redesign of the City of Las Vegas' Public Facing Website - Department of Information Technologies - Award recommended to: 3Di, INC ($433,568 - Computer Services Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $433,568
Funding Source: Computer Services Internal Service Fund
Dept./Division: Information Technologies

PURPOSE/BACKGROUND:
This contract provides for professional services to assess, build, train, deploy and hand over the City of Las Vegas' existing front facing website (www.lasvegasnevada.gov). The anticipated contract duration is fifteen months. 3Di, Inc. was selected as a result of a Request for Proposals process. 3Di, Inc. is located in Brea, California.

PCC: R. Holder
POC: Carlos Culebro - (203) 449-8839

RECOMMENDATION:
That City Council approve award of Contract No. 140099-RH, The Redesign of the City of Las Vegas' Public Facing Website to 3Di, Inc. in the amount of $433,568. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 140099-RH
2. Certificate - Disclosure of Ownership/Principals

CONTRACT FOR THE REDESIGN OF THE CITY OF LAS VEGAS' PUBLIC FACING WEBSITE

THIS CONTRACT 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 **3Di, Inc.**, (a corporation organized and existing under the laws of the State of California), (hereinafter the "Company") having its principal office located at 3 Pointe Drive, Suite 307, Brea, California 92821.

SECTION A – Subject of Contract

The subject matter of this Contract is to provide professional services for the redesign of the City's public facing website.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(b) *"City"* means the City of Las Vegas.

(c) *"City Council"* means the governing body of the City of Las Vegas.

(d) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(e) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(f) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(g) *"Creative Web Designer"* means a resource that will be utilized as a contractor by City to assist Company and City in the creative process and development of City's website.

(h) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(i) *"Non-Exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(j) *"Project" means the* professional services to assess, build, migrate, train, and deploy the City's public facing website, and services stated in Section C (Statement of Work).

(k) "*Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

B-2 Contract Type

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

B-3 Prices/Costs

(a) Fee Schedule. The City will pay the Company the following fixed fees as set forth in **Exhibit A** (Fee Schedule) and attached hereto, upon the completion of deliverables submitted in accordance with Section C-2 (Deliverables), which shall include all travel, incidental and administrative expenses.

(b) Reimbursable Travel Expenses. There are no reimbursable travel expenses payable under this Contract.

B-4 Invoices [CAO-5/2/12]

(a) The Company shall submit an invoice to the City in accordance with Section B-3(a) Prices/Costs. All invoices should identify the following items:

(i) the date of the invoice and invoice number;
(ii) the purchase order number;
(iii) the Contract Item against which charges are made; and
(iv) performance dates covered.

Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within 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

(b) The Company shall forward a copy of the invoice to the City's Project Manager identified in Section D-2 (Project Manager/Company Representative) with the following items:

(i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and
(ii) copy of the applicable Deliverable associated with the invoice.

B-5 Performance Period/Delivery Schedule

(a) Performance Period. The performance period commences from Award Date and continues through the completion of services provided, anticipated to be no later than twenty four (24) months, unless extended through mutual agreement by both parties.

(b) Delivery Schedule. The Company shall provide services in accordance with the Delivery Schedule as set forth in **Exhibit B** (Delivery Schedule) and attached hereto.

SECTION C – Statement of Work

C-1 Scope of Services

(a) The City is contracting professional services to assess, build, migrate, train, deploy and handover the City's existing public facing website (www.lasvegasnevada.com) using Oracle's WebCenter Suite Plus Platform, and related product suite. The City is perceived as being a progressive city that attempts to meet the ever growing needs of its citizens. The City would like that perception applied to the design of the new website. The new design should also improve and increase communication and interaction between City and the public by being accessible across all platforms, including web, tablets and mobile devices. It should have all the features of the existing website, including accepting payment online. The website will be maintained by the City's Information Technology department's Web Development Team utilizing the Oracle WebCenter Content Management application and tools.

(b) City's Website Redesign Key Objectives

1. The new website should be perceived as innovative, fun, and easy to use while meeting the needs of the user.
2. Use existing content migrated from the RedDot platform to Oracle WebCenter Content Management.

3. Create a user-centric, easy-to-navigate platform to enable website visitors to find exactly what they are looking for, as quickly as possible.
4. Anticipate visitor needs with intuitive content taxonomy based on common search requests and traffic patterns.
5. Take advantage of the following features: portals, search engine, personalization, registration, security features, survey/voting tools, email distribution tools.
6. Identify where additional portals might be used in order to provide access to our communities.
7. Develop and validate a collection of use cases as the key input to product design.
8. Provide and develop options for navigation, wireframes and User Interface (UI) designs.
9. Include logins and registrations for respective portals within certain City lines of business.
10. With prior knowledge and approval from City's Project Manager and City's Department of Communications, Company shall provide the functionality of email blasts, social media connections, and press releases to announce the new website.
11. Measure the success of the new website through online surveys.
12. PayPal integration and the option to do any other payment gateway integration to its website if it decides to extend to other modes of accepting payments on its website like Credit Cards etc.

(c) City's Online Business Objective

1. The primary online business objectives include better, innovative, and highly efficient access to services with less confusion by citizens and visitors.
2. Usability is of primary concern with the design of the new website. Provide user experience, design services, and front-end development in order to improve the visual presentation, usability, and overall user experience of the website to increase access to all information in the spirit of accountability and transparency.
3. The overall message should be conveyed to the City's citizens and visitors that the City has listened to their concerns and has made changes to the website that are cost-effective, reliable and efficient in line with usability.

(d) Company Project Management Team – Key Persons

1. City and Company shall mutually agree on Company Project Management Team – Key Persons in connection with each Project. For the duration of Project, the employees or other person whose names appear on Company Project Management Team – Key Personnel list as identified below and contained in this Contract and attached Exhibits are deemed necessary for the successful performance of Project. Company shall assign such persons to the performance of Project under this Contract and shall not reassign or remove any of them without the prior written consent of City. Whenever, for any reason, one or more of the persons specified in the Key Personnel list is unavailable for assignment for services under the Contract, Company shall, with the prior written approval of City, replace such person with a person of substantially equal abilities and qualifications. City retains the right to interview designated replacement personnel for the Project Manager and Information Architect positions prior to account placement. City also retains the right to require replacement of any of the Company's Project Management Team – Key Personnel if deemed necessary; and Company shall replace such person immediately with a person of substantially equal abilities and qualifications.

    a. Project Manager (Camilly Nu)
    b. Business Analysts
    c. Information Architect/UX (Brett Franklin)
    d. Infrastructure Architect
    e. Development Team
        i. Application Architect
        ii. Content Design / Migration Lead
        iii. Developers
        iv. Testing Team

(e) Company Assumptions

1. City will designate a staff member as Project Manager for the duration of this Project.
2. City will be required to assist Company in understanding of the existing system during Requirement Analysis and System Design Phase.
3. City will make available their subject matter experts as and when required during the Project execution.
4. City will be required to review and signed off the deliverables on every milestone.
5. City will be available to test the application during user acceptance testing (UAT) period.
6. City's technical staff will be available for any assistance during the entire Go-live phase.
7. City shall provide a temporary office space for Company onsite staff and have access to intranet and internet.
8. City shall provide virtual private network (VPN) access to the development and test environments for Company's offsite team members.
9. City will provide adequate resources from their respective departments to collaborate and make timely decisions.
10. Knowledge transfer on application functionality will happen based on mutual agreement between City and Company. Such training shall include, but not be limited to, train-the-trainer sessions as well as documentation of the portal application.
11. Company has not provided any software licensing cost and hardware cost assuming that all the infrastructure/environments are available with City and will be ready at the time of deployment; and all required software shall be installed in setup environments.

C-2 Deliverables

See Section B-5 Performance Period/Delivery Schedule (b) Delivery Schedule.

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

(i) received by the party to whom it is directed by hand delivery or personal service, or
(ii) transmitted by facsimile with confirmation of transmission, or
(iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: City of Las Vegas
Manager, Purchasing and Contracts
City Hall, Third Floor
495 South Main Street
Las Vegas, Nevada 89101-2986
Fax: (702) 384-9964

FOR THE COMPANY: Attn: Mihir Desai
3Di, Inc.
3 Pointe Drive, Suite 307
Brea, CA 92821
Fax: (714) 257-1386

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates **Mike Davison** as the Project Manager for this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The Company designates **Mihir Desai** as the Company Representative for this Contract. The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-5/2/12]

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City, are exclusively the property of the City.

D-5 Licenses/Registrations [CAO-5/2/12]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license.

D-6 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Clauses

E-1 Disputes [CAO-5/2/12] R

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected

forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be the Eighth Judicial District Court, Clark County Nevada.

E-2 Notice of Delay [CAO-7/24/08]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

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

E-3 Termination for Convenience [CAO-5/2/12]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 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 Contract in whole or in part if the Company fails to:
    (i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;
    (ii) Make progress, so as to endanger performance of this Contract; or
    (iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a) above, may be exercised if the Company does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice specifying the failure is provided pursuant to Section D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in a manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue any work not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing

circumstances result in a delay greater than sixty (60) days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 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 Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Section D-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-5 Insurance [CAO-5/2/12] R

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. 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 Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Supplier's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

(iii) Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used in the performance of services under this Contract. The policy must insure all vehicles **owned** by the Company and include coverage for **hired** and **non-owned** vehicles. If the services requested do not require the use of vehicle to perform, Commercial Automobile Liability Insurance requirements, as described in this paragraph do not apply. The Supplier's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

(iv) Professional Liability Insurance of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) Company must provide required insurance certificates and endorsements to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The

Company shall annually provide ITS with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

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

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

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

(c) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $25,000.00 without the prior written approval of the City.

(e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(f) Any subcontractor or sub-consultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(g) The Company is encouraged to purchase any additional insurance it deems necessary.

(h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

E-6 Indemnification [CAO-5/2/12]

(a) In addition to the insurance requirements set forth in Section E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(c) It is expressly agreed that the Company shall defend the City against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-5/2/12] R

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-10 Audit of Records [CAO-5/2/12]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section

(c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company

shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials) [CAO-5/2/12]

(a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-17 Public Records [CAO-5/2/12]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records. If the City receives a request for disclosure of any Confidential Information, the City will promptly provide

Company notice of such request for information pursuant to Section D-1 (Legal Notice) so that Company may avail itself of any opportunities to prevent disclosure, to the extent Company deems necessary, in accordance with applicable law. The City will withhold the Confidential Information from public disclosure for a period of ten (10) days from the date that the notice required herein has been provided to the Company. If the Company fails to take any action seeking judicial relief to prevent such disclosure within the aforementioned withholding period, or is unable to prevent disclosure in accordance with applicable laws and procedures, then the City may release such information without penalty or liability, but only to least extent required under applicable law.

E-18 Confidentiality – City Information [CAO-7/24/08]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-21 Changes – Fixed-Price Services [CAO-7/24/08]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

  (i) Description of services to be performed.
  (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
  (iii) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Section E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

(f) The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation within a reasonable time after a request from the City will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 Non-Discrimination and Fair Employment Practices [07/31/13]

(a) Discrimination: The City 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 sub-consultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.

(b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

(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 Contract.

E-23 Counterpart Signatures [CAO-9/24/08]

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

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this Contract:

Identifier	Title/Text Reference	Date	Pages
Exhibit A	Fee Schedule	03/01/2015	2
Exhibit B	Project Schedule	03/01/2015	4
Attachment 1	Certificate – Disclosure of Ownership/Principals	03/01/2015	2
Attachment 2	Response to RFP No. 140099-RH Website Redesign Services	04/30/2014	55
Attachment 3	Final Presentation Document to RFP No. 140099-RH	06/17/2014	46
Attachment 4	Interview Presentation Document to RFP No. 140099-RH	07/10/2014	32

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:

LUANN D. HOLMES, MMC — Date
City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 3-2-15
Deputy City Attorney — Date

3Di, Inc.

03 / 05 / 2015

MIHIR DESAI — Date
Vice President & CFO

EXHIBIT A
FEE SCHEDULE

Task No / Milestone	Description	Resource Type	No of Resources	Total No of Hours	Rate	Total
0	Project Management Tasks	On-Site PM	1	1,142	$160	$182,720
		Off-Site PM	1	516	$50	$25,800
1	Submit Project Management Plan	On-Site PM	1	40	$160	$6,400
2	High Level Business Requirement Document	User Experience Architect	1	72	$160	$11,520
		Business Analyst	1	72	$160	$11,520
3	Wire Frames Completion	User Experience Architect	1	80	$160	$12,800
		Business Analyst	1	80	$160	$12,800
4	Visual Comps Signoff	City appointed Contractor			$0	$0
5	Functional Requirement Document	Business Analyst	1	32	$160	$5,120
		User Experience Architect	1	28	$160	$4,480
6	Infrastructure & Security Document	Infrastructure Architect	1	28	$160	$4,480
7	Technical Design Document	Technical Lead	1	112	$50	$5,600
		Sr. Software Developer	1	96	$42	$4,032
		Technical Architect	1	96	$50	$4,800
8	Detailed Test Cases Documentation	Quality Analyst Lead	1	112	$42	$4,704
		QA Analyst	1	96	$37	$3,552
9	Development and Unit Testing	Technical Lead	1	432	$50	$21,600
		Sr. Software Engineer	3	1296	$42	$54,432
		Quality Analyst	1	432	$37	$15,984
		UI Designer	1	56	$50	$2,800

Task No/Milestone	Description	Resource Type	No of Resources	Total No of Hours	Rate	Total
10	Development Environment Deployment Complete	Sr. Software Developer	1	8	$42	$336
11	Integration Testing & Test Report	Quality Analyst Lead	1	104	$42	$4,368
		Quality Analyst	2	200	$37	$7,400
		Sr. Software Developer	2	96	$42	$4,032
12	QA Environment Deployment Complete	Sr. Software Developer	1	24	$42	$1,008
13	UAT & Integration Test Report	Quality Analyst Lead	1	56	$42	$2,352
		Quality Analyst	2	96	$37	$3,552
		Sr. Software Developer	2	96	$42	$4,032
		Technical Lead	1	48	$50	$2,400
14	Deployment to Production Environment	Sr. Software Developer	1	24	$42	$1,008
15	Complete Production Launch	Sr. Software Developer	1	8	$42	$336
16	Training & Knowledge Transfer	Technical Lead	1	152	$50	$7,600
17	Post Go-Live Support (90 Days)	3Di Support Team			$0	$0
					Total Cost	**$433,568**

Note: Project Management Task #0 represents project management functions that will be performed throughout the duration of the Project.

EXHIBIT B
PROJECT SCHEDULE

Task Name & Milestones	Duration	Start	Finish
City of Las Vegas Website Redesign	**162 days**	**Mon 5/4/15**	**Tue 12/15/15**
Kick Off Meeting	**1 day**	**Mon 5/4/15**	**Mon 5/4/15**
Project Management Tasks	**6 days**	**Tue 5/5/15**	**Tue 5/12/15**
Assemble Preliminary Project Plan	1 day	Tue 5/5/15	Tue 5/5/15
Project Scope Definition / Sponsor Letter of Support	2 days	Wed 5/6/15	Thu 5/7/15
Define Team, Roles and Responsibilities	3 days	Fri 5/8/15	Tue 5/12/15
Communication Plan	3 days	Fri 5/8/15	Tue 5/12/15
Set Project Schedule	2 days	Fri 5/8/15	Mon 5/11/15
Project Management Plan	3 days	Fri 5/8/15	Tue 5/12/15
Risk Assessment and Plan	3 days	Fri 5/8/15	Tue 5/12/15
Change Management Plan	3 days	Fri 5/8/15	Tue 5/12/15
Assumptions and Constraints	1 day	Fri 5/8/15	Fri 5/8/15
MILESTONE 1: Submit Project Management Plan	**1 day**	**Fri 5/8/15**	**Fri 5/8/15**
Project Management	143 days	Mon 5/4/15	Wed 11/18/15
Requirements Analysis	5 days	Mon 5/11/15	Fri 5/15/15
Review Current Public Facing Website	4 days	Mon 5/11/15	Thu 5/14/15
Interview Stakeholders	4 days	Mon 5/11/15	Thu 5/14/15
Prepare High-level Business Requirement Document	2 days	Mon 5/11/15	Tue 5/12/15
Client Review Meeting	1 day	Wed 5/13/15	Wed 5/13/15
Update & Submit High-level Business Requirement Document	2 days	Thu 5/14/15	Fri 5/15/15
MILESTONE 2: High-level Business Requirement Document Signoff	**1 day**	**Thu 5/14/15**	**Thu 5/14/15**
Design User Experience	13 days	Fri 5/15/15	Tue 6/2/15
Wireframes	13 days	Fri 5/15/15	Tue 6/2/15
Create Group 1 (1-3) Template Wireframes	3 days	Fri 5/15/15	Tue 5/19/15
Present Group 1 WFs	1 day	Wed 5/20/15	Wed 5/20/15
Refine Group 1 WFs	2 days	Thu 5/21/15	Fri 5/22/15
Create Group 2 (4-6) Template Wireframes	2 days	Mon 5/25/15	Tue 5/26/15
Present Group 2 WFs	1 day	Wed 5/27/15	Wed 5/27/15
Refine Group 2 WFs	2 days	Thu 5/28/15	Fri 5/29/15
Finalize & Submit Wireframes	1 day	Mon 6/1/15	Mon 6/1/15
MILESTONE 3: Wireframes Signoff	**1 day**	**Tue 6/2/15**	**Tue 6/2/15**
Visual Comps	12 days	Wed 6/3/15	Thu 6/18/15
Create Visual Comps for all Wireframes	4 days	Wed 6/3/15	Mon 6/8/15
Present Comps Round 1	1 day	Tue 6/9/15	Tue 6/9/15
Update Comps Round 1	2 days	Wed 6/10/15	Thu 6/11/15
Present Comps Round 2	1 day	Fri 6/12/15	Fri 6/12/15

Update Comps Round 2	2 days	Mon 6/15/15	Tue 6/16/15
Finalize & Submit Visual Comps	1 day	Wed 6/17/15	Wed 6/17/15
MILESTONE 4: Visual Comps Signoff	**1 day**	**Thu 6/18/15**	**Thu 6/18/15**
Functional Requirement Document	7 days	Wed 6/3/15	Thu 6/11/15
Create Functional Requirement Document	4 days	Wed 6/3/15	Mon 6/8/15
Present Functional Requirement Doc	1 day	Tue 6/9/15	Tue 6/9/15
Finalize & Submit Functional Requirement Doc	1 day	Wed 6/10/15	Wed 6/10/15
MILESTONE 5: Functional Requirement Doc Signoff	**1 day**	**Thu 6/11/15**	**Thu 6/11/15**
Infrastructure & Security Document	32 days	Fri 5/15/15	Mon 6/29/15
Infrastructure Sizing and Design	1 day	Fri 5/15/15	Fri 5/15/15
Review Available Infrastructure	1 day	Fri 5/15/15	Fri 5/15/15
Security Model	2 days	Mon 5/18/15	Tue 5/19/15
Review Existing Authentication and Security Structure	1 day	Mon 5/18/15	Mon 5/18/15
Create Security Model - Users, Groups, Roles & Responsibility Matrix	1 day	Tue 5/19/15	Tue 5/19/15
MILESTONE 6: Infrastructure & Security Document	**1 day**	**Wed 5/20/15**	**Wed 5/20/15**
System Security Documentation	1 day	Wed 5/20/15	Wed 5/20/15
Submit Infrastructure & Security Document	1 day	Wed 5/20/15	Wed 5/20/15
Technical Design Document	14 days	Wed 6/10/15	Mon 6/29/15
Technical Design	12 days	Wed 6/10/15	Thu 6/25/15
Template Requirements	4 days	Wed 6/10/15	Mon 6/15/15
Custom Application Requirements	4 days	Tue 6/16/15	Fri 6/19/15
Data Model	4 days	Mon 6/22/15	Thu 6/25/15
MILESTONE 7: Technical Design Document	**2 days**	**Fri 6/26/15**	**Mon 6/29/15**
Technical Design - Page Templates, Content Templates, Page Styles	1 day	Fri 6/26/15	Fri 6/26/15
Technical Design Document - For each Custom Modules	1 day	Fri 6/26/15	Fri 6/26/15
Submit Technical Design Documents	0 days	Fri 6/26/15	Fri 6/26/15
Test Case Documentation	14 days	Thu 6/11/15	Tue 6/30/15
Create Test Cases	10 days	Thu 6/11/15	Wed 6/24/15
Client Review - Test Cases	1 day	Thu 6/25/15	Thu 6/25/15
Update Test Cases	2 days	Fri 6/26/15	Mon 6/29/15
MILESTONE 8: Detailed Test Cases	**1 day**	**Tue 6/30/15**	**Tue 6/30/15**
Submit Test Cases	1 day	Tue 6/30/15	Tue 6/30/15
Development of Portal	54 days	Wed 7/1/15	Mon 9/14/15
Development and Unit Testing	54 days	Wed 7/1/15	Mon 9/14/15
Page Templates and Skin Development	8 days	Wed 7/1/15	Fri 7/10/15
Page Creation	8 days	Mon 7/13/15	Wed 7/22/15
CMS Configuration	10 days	Mon 7/13/15	Fri 7/24/15
Portal Design Development	17 days	Thu 7/23/15	Fri 8/14/15

Review Style Guide, IA, Technical Design documentation	3 days	Thu 7/23/15	Mon 7/27/15
Create Portal Skin based on Style Guide	5 days	Thu 7/23/15	Wed 7/29/15
Develop Page Templates	10 days	Thu 7/30/15	Wed 8/12/15
Develop Page Styles	12 days	Thu 7/30/15	Fri 8/14/15
Develop Content Presenter Templates	12 days	Thu 7/30/15	Fri 8/14/15
Build Portal Navigation	8 days	Thu 8/13/15	Mon 8/24/15
Application Taskflow Development	15 days	Thu 8/13/15	Wed 9/2/15
Taskflow Customization	8 days	Thu 9/3/15	Mon 9/14/15
Implement Work List Component	8 days	Thu 9/3/15	Mon 9/14/15
Content Workflow Development	22 days	Thu 7/23/15	Fri 8/21/15
Configure Roles and Security Groups for Workflow	2 days	Thu 7/23/15	Fri 7/24/15
Create Workflows	8 days	Mon 7/27/15	Wed 8/5/15
Create Content Check-in Profile	4 days	Thu 8/6/15	Tue 8/11/15
Configure Content Metadata	4 days	Wed 8/12/15	Mon 8/17/15
Implementing Security, Integrating Access Mgr with AD and DMS	4 days	Tue 8/18/15	Fri 8/21/15
Search Engine, Security features, Survey/Voting Tools, Email Distribute	5 days	Mon 8/24/15	Fri 8/28/15
Template and Skin Fine Tuning	5 days	Mon 8/31/15	Fri 9/4/15
Integration with Payment/ PayPal	5 days	Tue 8/18/15	Mon 8/24/15
Integration with Other Systems	12 days	Tue 8/18/15	Wed 9/2/15
Integration and Validation	5 days	Thu 9/3/15	Wed 9/9/15
MILESTONE 9: Development and Unit Testing	**1 day**	**Thu 9/3/15**	**Thu 9/3/15**
Deployment to Development Environment	1 day	Tue 9/15/15	Tue 9/15/15
Create Import Bundle for Development Environment Deployment	1 day	Tue 9/15/15	Tue 9/15/15
Create Migration and Deployment Documentation	1 day	Tue 9/15/15	Tue 9/15/15
Validate and Deployment to Development Environment	1 day	Tue 9/15/15	Tue 9/15/15
MILESTONE 10: Development Environment Deployment Complete	**1 day**	**Tue 9/15/15**	**Tue 9/15/15**
Integration Testing	19 days	Wed 9/16/15	Mon 10/12/15
Execute Test Scripts - Round 1	7 days	Wed 9/16/15	Thu 9/24/15
Bug Fixing	5 days	Fri 9/25/15	Thu 10/1/15
Execute Test Scripts - Round 2	5 days	Fri 10/2/15	Thu 10/8/15
Bug Fixing	1 day	Fri 10/9/15	Fri 10/9/15
MILESTONE 11: Integration Test Report	**1 day**	**Mon 10/12/15**	**Mon 10/12/15**
Integration Testing Report	1 day	Mon 10/12/15	Mon 10/12/15
Content Migration & Validation	20 days	Tue 10/13/15	Mon 11/9/15
Review Content Migration Strategy	2 days	Tue 10/13/15	Wed 10/14/15
Execute Content Migration	12 days	Thu 10/15/15	Fri 10/30/15
Content Validation and Testing	4 days	Mon 11/2/15	Thu 11/5/15
Content Migration to QA	2 days	Fri 11/6/15	Mon 11/9/15
MILESTONE 12: QA Environment Deployment Complete	**0 days**	**Mon 11/9/15**	**Mon 11/9/15**

UAT	15 days	Tue 11/10/15	Mon 11/30/15
UAT by Client - Round 1	5 days	Tue 11/10/15	Mon 11/16/15
Bug Fixing	3 days	Tue 11/17/15	Thu 11/19/15
UAT by Client - Round 2	4 days	Fri 11/20/15	Wed 11/25/15
Bug Fixing	3 days	Thu 11/26/15	Mon 11/30/15
MILESTONE 13: UAT Report	**26 days**	**Tue 11/10/15**	**Tue 12/15/15**
Integration Testing Report	1 day	Tue 11/10/15	Tue 11/10/15
Launched Project Products	5 days	Tue 11/10/15	Mon 11/16/15
Deployment to Production Environment	3 days	Tue 11/10/15	Thu 11/12/15
Create Import Bundle for Production Environment Deployment	1 day	Tue 11/10/15	Tue 11/10/15
Create Migration and Deployment Documentation	1 day	Wed 11/11/15	Wed 11/11/15
Validate and Deployment to Production Environment	1 day	Thu 11/12/15	Thu 11/12/15
MILESTONE 14: Production Environment Deployment Complete	**0 days**	**Wed 11/11/15**	**Wed 11/11/15**
Production Launch	2 days	Fri 11/13/15	Mon 11/16/15
Preparation for Launch - Staff Availability	1 day	Fri 11/13/15	Fri 11/13/15
Launch to Production	1 day	Mon 11/16/15	Mon 11/16/15
MILESTONE 15: Completed Production Launch	**0 days**	**Fri 11/13/15**	**Fri 11/13/15**
Training & Knowledge Transfer	11 days	Tue 12/1/15	Tue 12/15/15
Evaluate Training Requirement	2 days	Tue 12/1/15	Wed 12/2/15
Prepare Training Manual and Documentation	5 days	Thu 12/3/15	Wed 12/9/15
Schedule Training Session as Required	1 day	Thu 12/3/15	Thu 12/3/15
Training for Executives, System Administrator and Top Management	3 days	Fri 12/4/15	Tue 12/8/15
Knowledge Transfer & Code Hand Over for Development Team	8 days	Fri 12/4/15	Tue 12/15/15
Update Technical Design Documentation	3 days	Fri 12/4/15	Tue 12/8/15
Training Session: Development Team (5 days)	5 days	Wed 12/9/15	Tue 12/15/15
MILESTONE 16: Knowledge Transfer Complete	**0 days**	**Tue 12/15/15**	**Tue 12/15/15**
Post Go - Live Support (90 Days)	**90 days**	**Tue 11/17/15**	**Mon 3/21/16**
MILESTONE 17: Support (90 Days Post – Go-Live) Completed	**90 days**	**Tue 11/17/15**	**Mon 3/21/16**

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: 3Di, Inc.	**Services for:** City of Las Vegas Website Redesign Services
Address: 3 Pointe Drive, Suite 307, Brea, CA 92821	
Telephone: (714) 257-1100	**Project Number:**
EIN or 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	3 Pointe Drive, Suite 307, Brea, CA 92821	(714) 257-1100
4.	Heena Desai, Shareholder	3 Pointe Drive, Suite 307, Brea, CA 92821	(714) 257-1100
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.

Mihir Desai

03/05/2015

Date

Subscribed and sworn to before me this _____day of

_____, 20__

_____

Notary Public

Attachment 2

Response to RFP No. 140099-RH Website Redesign Services

Bid Due Date: April 30, 2014

Attn:
Rebekah Holder/RFP No. 140099-RH
Office of the City Clerk
City Hall, Second Floor
495 South Main Street,
Las Vegas, Nevada 89101-2986

Mihir Desai

Vice President, Operations

949 254 5681

mihir.desai@3disystems.com

Carlos Culebro

Sales Manager

203 449 8839

carlos.culebro@3disystems.com

Submitted by:

3Di, Inc.

3 Pointe Drive, STE 307, Brea, CA 92821

Phone: 714-257-1100

Email: marketing@3disystems.com

Web: www.3disystems.com

Oracle Excellence Award for Specialized Partner of the Year– Public Sector, North America - 2013
Oracle Specialized – WebCenter Portal, WebCenter Content, SOA - 2013
Oracle Innovation Award - WebCenter – 2012
Oracle Top Partner – 2012, 2013
Oracle Public Sector E2.0 Pillar Partner – 2012, 2013
Oracle Gold Partner – Since 2011

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Cover Letter

April 29, 2014

Office of the City Clerk
ATTN: Rebekah Holder/RFP No. 140099-RH
City Hall, Second Floor
495 South Main Street
Las Vegas, Nevada 89101-2986

Re: City of Las Vegas (City) WEBSITE REDESIGN SERVICES

3Di, Inc. ("3Di") appreciates the opportunity to respond to the **City of Las Vegas (City) WEBSITE REDESIGN SERVICES** RFP # **140099-RH** seeking professional services for redesigning and development of the **City of Las Vegas (City) website**.

3Di, Inc. is a California based Corporation, located at 3 Pointe Drive, Suite 307, Brea CA 92821. 3Di would like to make available to City of Las Vegas the following people as our points of contact for technical and contractual matters or negotiations:

Primary Contact: Mihir Desai, Vice President, Operations, Mobile: (949)-254-5681, Email: mihir.desai@3disystems.com

Secondary Contact: Carlos Culebro, Sales Manager, Mobile: (203) 449-8839, Email: carlos.culebro@3disystems.com

The proposed website redesign will use Oracle Middleware products, including Oracle WebCenter Portal. 3Di is an Oracle Gold Partner, with specialization in Oracle WebCenter Portal and Oracle WebCenter Content. In 2012, the portal developed by 3Di for Los Angeles Department of Water and Power won the Oracle's Innovation Award for WebCenter Portal. In 2013, 3Di won the prestigious Oracle Excellence Award for Specialized Partner of the Year - Public Sector, North America. 3Di is currently contracted to develop a citizen self-service portal for the City of Los Angeles, called MyLA (My Los Angeles) portal, using Oracle WebCenter Portal technologies. The MyLA Portal will not only serve as a single window for all citizen interactions, but also include role based Internet access for city officials, department managers, and elected officials.

We understand that the City of Las Vegas is looking to redesign its existing website using Oracle's Middleware products for which the City has already acquired all the necessary licenses. Our proposed solution will ensure optimum use of existing licenses while meeting all of the requirements as stated in the RFP. The solution will be scalable to meet all of the current and long term business objectives.

I here by state that I am authorized to legally bind 3Di to this proposal including the fixed price stated in our proposal.

Please contact me for additional information or explanation in relation to our proposal.

Sincerely,

Mihir Desai
Vice President, Operations
Phone: 949-254-5681
Email: Mihir.Desai@3disystems.com

Section 1 - Offer Statement and Business Information

Section 2 - Qualifications and Experience

2.1 3Di Experience

2.1.1 Company Profile (Background and Experience)

3Di is a California based systems integration firm with extensive experience in designing, developing, implementing, integrating and maintaining public sector applications and systems. Over the past 17 years, 3Di has delivered over 250 projects worth over $70 Million within the public sector all over United States.

3Di capabilities include application development, systems integration, consulting and managed services. 3Di has experience with wide range of platforms including, Oracle Middleware, Microsoft .NET, Open source technologies and Mobile technologies.

3D has worked with over a hundred public sector agencies. 3Di's public sector customers include cities, counties, public utilities, state, and federal agencies. Following are some of the customers where 3Di has successfully implemented WebCenter Portal solution:

- City of Los Angeles
- County of Los Angeles
- Los Angeles Department of Water & Power
- Los Angeles Department of Building & Safety
- Los Angeles Department of Sanitation
- Seattle City Light
- El Paso County, Colorado
- State of Alaska, Department of Retirements Benefits
- US Department of Justice, Sentencing Commission

We would be happy to provide you with details of any of the portal projects mentioned above. In the following we have select three projects that demonstrate 3Di's experience in implementing portal applications with range of complexity.

1. Los Angeles Department of Water & Power Customer Self Service Portal

In 2012, 3Di deployed the Customer Self Service portal for Los Angeles Department of Water and Power (LADWP), the largest public utility in the country. 3Di applied its user experience (UX) design approach to develop a portal that is not only easy to navigate, but also a platform for deploying applications ranging from user account management to complex customer service workflows. The portal is integrated with several systems using service-oriented architecture, such as a modern content management system, customer relationship management system (CRM), billing systems, payment management systems and customer information systems. Millions of residential and business customers use the portal to conduct a variety of transactions that could only be processed manually before. **The project won Oracle's Innovation Award in 2012 and sets the benchmark for other utilities.**

2. Los Angeles City Citizen Self Service Portal (MyLA – My Los Angeles) – MyLA311

In 2013, 3Di was awarded the project to implement the 311 system for the City of Los Angeles. The 311 System will consist of a service request platform integrated with all of the city departments' internal service request fulfillment processes (systems). As a part of this project, 3Di is working on development of a citywide portal called MyLA311 Portal. The MyLA311 Portal will be a platform for surfacing applications, such as the 311 to the constituents. The idea behind the MyLA311 Portal is that constituents can view the city as one entity, not as a collection of departments and divisions. The constituents need to be able to interact with the city consistently through any channel (mobile, web, call center). The constituents will not require different usernames and passwords. Future applications, such as building permits, animal services, and transportation services can all leverage the common application framework and the MyLA311 Portal. As the first step toward full implementation, the city released a mobile application developed by 3Di called MyLA311. The MyLA311 Application enables constituents to make 311 service requests, get information about city resources, pay city bills (e.g.

LADWP), and interact with the city through social networks (Twitter, Facebook, YouTube). The MyLA311 Application is a unifying platform for the city's services. The mobile application is also tightly integrated with city GIS systems and identity management systems. The MyLA Citizen Self Service Portal is expected to go live in 2015.

3. Los Angeles Department of Building and Safety – PermitLA Customer Self Service Portal

3Di also developed a customer self-service portal for Los Angeles Department of Building and Safety. The portal allows personalized permit and project management. The portal is integrated with LADBS' permitting system, GIS system (allowing users to search, view and validate property before applying for a permit) and payment gateway. The permitting portal can also be used to apply for any permit that does not require a plan check. Since the release of the self-service portal over 20% of the permits are now issued online.

4. Los Angeles Housing Department – Portal for Code Enforcement

3Di worked with the Los Angeles Housing Department to develop the code and rent information system called CRIS. The system combined over 38 different modules that were once implemented as different systems or subsystems. The system was recognized by Harvard's Kennedy School of Government as one of the most efficient e-governance programs in the nation and is considered the Gold Standard for code enforcement. Not only did the CRIS system streamline internal processes of LAHD but it also increased the revenues of the department many folds.

3Di's success with public sector customers was recognized by Oracle by awarding 3Di the prestigious Oracle Excellence Award for Specialized Partner of the Year – Public Sector, North America (2013-14).

2.1.2 Experience/ Knowing the Technology

The City of Las Vegas is planning to leverage its investment in Oracle Middleware, specifically, Oracle WebCenter in the Website Redesign Project.

3Di has extensive experience with Oracle Middleware, specifically with Oracle WebCenter. Following are highlights of our experience:

- 3Di is Oracle Gold Partner since 2010.
- 3Di has been involved in development of WebCenter based applications since the product was released by Oracle in 2010. 3Di was one of the first among Oracle Partners to go live with Oracle WebCenter Portal.
- 3Di has official Oracle Specialization in Oracle WebCenter Portal & Oracle WebCenter Content.
- 3Di is Pillar Partner of Oracle for Middleware.
- 3Di's implementation of WebCenter based portal won Oracle Innovation Award in 2012
- 3Di won the Prestigious Oracle Excellence Award for Specialized Partner of the Year – Public Sector, North America in 2013-14.

Following is a partial list of WebCenter projects undertaken by 3Di.

No.	Customer/Project	Oracle Middleware Products used.
1	Los Angeles Department of Water and Power (LADWP) – Customer Self Service Portal.	WebCenter Portal WebCenter Content Oracle SOA Suite Oracle Secured Enterprise Search Oracle IDM
2	Los Angeles Department of Building and Safety (LADBS) – e-Permitting Portal with GIS integration	WebCenter Portal WebCenter Content Microsoft AD
3	Seattle City Lights – implementation Enterprise Document Management System for Contracts.	WebCenter Portal WebCenter Content Oracle Access Manager Oracle BPM
4	City of Los Angeles – MyLa3-1-1. Citizen Self Service Portal.	WebCenter Portal WebCenter Content Oracle Access Manager Oracle Internet Directory Oracle Virtual Directory CC&B Siebel
5	Los Angeles Department of Water and Power (LADWP) – CC&B: Transition from old Customer Information System to a new Oracle Customer Information System (CIS).	WebCenter Portal Oracle Access Manager Oracle Internet Directory Oracle Virtual Directory

		CC&B Siebel
6	Los Angeles Department of Water and Power (LADWP) – Customer Behavior Portal – Portal to study the behavior of participating customers utilizing the deployment of Smart Grid technologies	WebCenter Portal WebCenter Content Oracle Access Manager Oracle Internet Directory Oracle Virtual Directory
7	Department of Retirement Benefits, State of Alaska – Designed and implemented a benefit verification process using WebCenter Portal, WebCenter Content and BPM. We are now engaged with them for the development of MyAlaska, a web-portal based on Oracle WebCenter	WebCenter Portal WebCenter Content Oracle Access Manager Oracle BPM Oracle Internet Directory Oracle Virtual Directory SAML V2
8	El Paso County, Colorado – Engaged in Design and development of their Intranet Portal	WebCenter Portal WebCenter Content Oracle Access Manager Oracle Internet Directory Oracle Virtual Directory
9	Los Angeles Department of Water and Power (LADWP) – involved in designing and development of their Intranet Portal	WebCenter Portal WebCenter Content Oracle Access Manager Oracle Internet Directory Oracle Virtual Directory Oracle WebCenter Discussion

As demonstrated above, 3Di is one of the most experienced Oracle partners with Oracle Middleware technologies, specifically, Oracle WebCenter.

For a truly successful website redesign, the project will not only require familiarity with the Oracle middleware technology but also experience with user experience, mobile implementation and system integration. 3Di has experience with all aspects of website redesign.

2.2 Key Personnel Experience

Every member of the project team brings years of experience and ability to any project they work on. For the City of Las Vegas project, we will assign one of our highly skilled Project Managers who will work with City of Los Vegas Project Managers on implementing City's public facing website. We will also assign our in-house developers and designers, who have experience in creating award winning systems and solutions for other government projects. Resumes of key staff are provided in this section.

- Mihir Desai – Engagement Manager
- Manoj Welinkar - Project Manager
- Brett Franklin – UX Architect/Information Architect
- Michael Kramer – Infrastructure/Technical Lead
- Amit Brahmbhatt – Architect and Product Specialist (Oracle WebCenter Specialized))
- Pranab Das - Tech Lead (Oracle WebCenter Content Specialized)

2.2.1 Engagement Manager: Mihir Desai

Academic Background

- M.B.A., University of Pittsburgh, PA. Major - Management Information Systems & Finance.
- F.C.A., Institute of Chartered Accountants of India. Major - Advanced Accounting & Auditing.
- Grad. C.W.A., Institute of Cost and Management Accountants of India. Major - Cost Accounting.
- B.Com. South Gujarat University, Surat, India. Major - Accounting.
- A Chartered Accountant in commonwealth countries like England, Australia, Canada, and India, has qualifications equal to a C.P.A in the United States of America.

Work Experience

Vice President Operations; Period: 06/95 – To Present

Company: 3Di Systems

With 15 years of executive level experience to solve business problems by designing, developing and implementing computer programs on mini and microcomputers, Mihir is an expert at designing and developing user-centric, database-driven network applications, using the appropriate programming language/tool depending on project requirements and client requests.

The following is a summary of some of the projects:

- **Structure Inventory Repository (SIR) with the Los Angeles Department of Buildings & Safety – 20+ months -** The project involved cleaning up of the current address data which involves cleaning up duplicates, correcting the invalid addresses and importing addresses on a daily basis from the Bureau of Engineering. The project also involves building a web service interface to create new address requests to be sent to the Bureau of Engineering. The application can be used by other departments in order to streamline the addresses across the city of Los Angeles.

- **Website Redesign project at the Los Angeles Department of Water and Power (LADWP) – 3 years -** Build the new LADWP Corporate Web Portal with integration of key back-end business systems, such as Customer Information System (CIS), Siebel CRM, Outage Management System, FileNet Document Management System, Payment Gateways, etc., using enterprise web portal technology from Oracle (WebCenter Portal, Siebel CRM, WebCenter Content, Single Sign-on Technology (OAM/OID), and Service Oriented Architecture (SOA Suite).
- **Permit LA Phase 1A - ePermit project with the Los Angeles Department of Building & Safety – 16 Months -** The project was to build an Internet based Permit application system that allows customers (Property Owners/ Contractors) to apply for permits online. This was done to save the customer time and money to drive into the office. A subset of permits not requiring the plan check process can be applied for online.
- **3Di Research & Product Development; Mobile Solutions Framework & mxFORMS - Project Duration - 15 months -** Directed the design and development of 3Di's Mobile Solutions Framework, including XML and Java-based mxFORMS. 3Di's "Mobile Applications Framework**"** is a collection of functional components and development standards, created to enable rapid deployment of applications based on Mobile devices like Handheld PDAs, Cell phones, pagers and other devices. One of the key components of the "Mobile Applications Framework" is the **mxFORMS** technology, which is used to create forms based data collection applications in a device independent manner.
- **3Di Research & Product Development; SpotCheck; Project Duration: 6 months -** Served as the Project Manager for the development of SpotCheck, an application developed using 3Di's Mobile Applications Framework. SpotCheck is a suite of applications for public safety and asset management based on J2ME technologies. SpotCheck is an application suite running on Java enabled mobile devices, including Motorola cell phones, Palm OS based devices and Windows CE based devices. Was also responsible for the design of SpotCheck's back end database application.
- 3Di Research & Product Development; F.I.R.M.S; Project Duration: 6 months
- 3Di Research & Product Development; ATC/50 Forms; Project Duration: 4 months
- 3Di Research & Product Development; Graffiti Reporting System; Project Duration: 4 months
- Department of Children & Family Services (DCFS), Los Angeles County; Adoptions Integrated System (AIS); Project Duration: 9 months
- Los Angeles County Office of Education (LACOE), Los Angeles County; Lacoe.Edu Web Site Project; Project Duration: 18 months
- Babynet.com (High Traffic/ High Content portal); Project Duration: 24 months

2.2.2 Project Manager: Manoj Welinkar

Manoj has over 20 years of experience in Information Technology and a track record of successfully leading Production Engineering, Operations, Infrastructure, Integration, and production support teams providing global solutions. As a senior level manager, Manoj has a strong background in Customer Relationship Management, Internet Advertising Systems, Medical Device Reporting, Call Center Management, hands-on problem solving, program management, as well as Infrastructure & Operations experience. Manoj has worked on system and process (ITIL) implementations for major Fortune 500 companies in Internet, Medical Devices, Consulting, Telecom, Technology, Government Utilities, Entertainment and Retailing industries.

Manoj possesses excellent customer relationship skills and is rated highly by business partners, peers and subordinates in managerial satisfaction.

AREAS OF EXPERTISE

Strategic / Tactical Planning
Oracle Web Center
Oracle CRM
IT Operations & Infrastructure Management
IT Infrastructure Implementation
System Monitoring, Alerting and Escalations
Disaster Recovery planning and implementation
Capacity Planning
Data Center Migration
Project Management
Managing Business expectations

Technical Expertise:

Platforms

Microsoft Windows® Operating Systems [2000, XP, Vista]
Microsoft Windows® Server Operating Systems [LAN Man, NT4.0, Server 2003, Server 2008] , Microsoft Exchange, Microsoft SBS [Small Business Server], VMWare – Virtualization, Linux, Unix, Sun Solaris, SPARC & ULTRASPARC

Audit / Monitoring

SIEM, HP OpenView, Fog light, MS Baseline Security Analyzer

Networking

LAN/WAN, TCP/IP, MS Active Directory, ISO/OSI, SQL, Ethernet, VPN, SSH, SecureID, LDAP, PGP, PKI

Software / Tools

Microsoft Project, Microsoft Office Suite (including Microsoft Word, Microsoft Excel, Microsoft PowerPoint®, Microsoft Access, Microsoft Expressions®, Microsoft Outlook®), Microsoft FrontPage®,MS- Visual Source Safe, VISIO, Microsoft Cluster, Adobe Creative Suite, Tibco, Vitria, Siebel CRM (Version 6,7,8), Microsoft CRM Dynamics, ETL,BMC Patrol, BMC Remedy, Apache tomcat, Apache HTTP server, HTML, XML, J2EE, PHP, Ruby, Java, VBScript, CTI (genesis), VMWare ESX Version 3.5 & 4.

Corporate Experience:

ITA, City of Los Angeles, Department of Water & Power, City of Los Angeles, Exodus Communications, Yahoo, LifeScan, Warner Bros, Lexmark, Cisco, Cable & Wireless (US, UK, JP), Savvis, Volvo Trucks (Sweden, UK), HP, Leela Kempinski (India), Bhawan Group LLC (Oman), Landmark Gulf Group LLC (Dubai)

Experience:

20+ Years Overall - IT

8 Years IT Managerial Experience

5 Years Sr. Project Management

7 Years Development, Tech lead, Architect

Methodologies:

SDLC, ITIL, FISMA, NIST,C&A, HIPAA

Education:

Bachelor of Commerce – India

PROFESSIONAL EXPERIENCE

Los Angeles Department of Water & Power: Technical Project & Operations Manager: February, 2010 - Present

Oracle Web Center:

Oracle blog: https://blogs.oracle.com/webcenter/entry/webcenter_innovation_award_winners

- Implemented Oracle Web Center - PS4
- Implemented Oracle Fusion Middleware 11gR1 PS4 (11.1.1.5)
- WebCenter Content - (English & Spanish)
- Digital Asset Management
- Secure Enterprise Search (SES)
- Integration with enterprise identity management and access control (OAM, OVD, OID, AD)
- Component Development (ADF, JAVA)
- System Integration (SOA, BPM)
- Mobile Portals & Apps

CRM Implementation.

- Siebel CRM

- Stabilize / upgrade existing hardware infrastructure
- Migrate existing infrastructure on to Virtualized platform.
- Program / Project manager for upgrading Siebel Energy, e-Service (Self Service), e-Marketing from version 7.5.2. To 8.1.1.3
- Manage & lead database upgrade from 9i to 11g for all Siebel installations.
- Implemented Strong Type engine. (ST Engine)
- Setting architecture that is reliable & scalable.
- Implemented multiple non production runways including disaster recovery environment.
- Implement monitoring and define performance SLA's.
- Implement Marketing analytics solution (OBIEE 10.1.3)

Achievements

- First ever successful implementation of Oracle WebCenter Portal.
- **Winner of Oracle Fusion Middleware Innovation Award for 2012 at Oracle Open World 2012.**
- Developed and maintained key performance indicators in alignment with both internal and external requirements, and identifying opportunities for optimizing current business processes.
- Developed solutions by formulating objectives; planning project life-cycle deliverables; leading the exploration, evaluation, and design of business technical solutions.
- Established project scope by understanding the unique requirements of each divisions business practices; discovering and validating business and technical requirements.
- Implemented disaster recovery processes and environments.
- Introduced & implemented the concept of Virtualization of web servers in production and in non-production environments.
- Induced the importance of implementing and following best SDLC & ITIL practices.
- Introduced the concept of load/stress testing using Jmeter and Load runner.
- Implemented MonDemand monitoring for real-time performance monitoring, performance analysis & alerting.
- Introduced email and SMS notifications as a part of escalation process.

LifeScan: (Johnson & Johnson) – Operations / Infrastructure Manager June, 2009 - Jan, 2010.
Team Size: 4 Operations Members (2 On-Site / 2 Off-Shore)

- Managing & providing 24/7 * 365 overall Global Call Center, infrastructure & IT Operation.
- Program, Project & Launch management for customer facing applications, which included home grown J2EE applications.
- Supporting 4 Global call centers across various continents using Siebel application.

- Implemented and managed Siebel – CTI (Genesis) integration for call center users.
- Define & manage SLA.'s
- Migrating hardware platform from physical servers to VM solutions using VM Ware ESX 3.5.
- Define and Implement "Adverse Event Reporting System (AERS) as per FDA standards.
- Implementing proactive monitoring and reporting at server, db and application levels.
- Strengthen our disaster recovery process and bring it under acceptable failover and failback timelines.
- Implement change, problem and release & tracking procedures.
- Overlook and organize QA related activities and ensure all FDA testing regulations are followed and documented in our regulated environment. Used mercury load runner for stress testing and performance tuning.

Achievements

- Reliable, Stable & bringing back the user confidence back into our Siebel Call Center application.
- Bringing SLA's back to "GREEN".
- First to implementing and managing Adverse Event Reporting System (AERS) within LifeScan.
- Induced the importance and criticality of Operations and proactive application monitoring.
- Introduced MonDemand monitoring for real-time performance monitoring, Performance Analysis, Alerts and forensics.
- Induced the importance of team work and accountability amongst LifeScan employees and 2 different consulting companies including offshore team.
- Manage, Create & Execute Infrastructure related RFP's.

Yahoo, Inc: Manager – Production Service Engineering. (Advertiser & CRM Apps): Aug, 2005 – Apr, 2009
Team Size: 16 Operations Members (12 On-Site / 4 Off-Shore)

- Global operations – 24x7, follow the sun, presence in 8 countries over 5 continents supporting advertiser facing applications including CRM used by 20+ markets.
- Consistently maintained 99.7% uptime for all Advertiser editorial & internal revenue generating application.
- Implemented Business Continuity Planning (BCP) processes for seamlessly and with minimum downtime of failing over revenue generating applications to BCP sites.
- Managing Technology delivered projects & Yahoo! Advertiser Editorial applications including Siebel Enterprise, Self Service, Siebel Ticketing CRM version 7.5.3 applications.
- Setup Data Archiving process, R/O databases and database stat generation process.
- Planning and executing the decommissioning of legacy applications, hardware & IDC's.

- Created, implemented a hybrid model of staff augmentation with combination of on-site and offshore resources.
- Setup mandatory Operability Certification Questionnaire which needs to be signed off by all IT teams
- Deployed monitoring at application, server, integration and database levels.
- Implemented Standard Operation & troubleshooting run books for all applications.
- Managing infrastructure & Operations team both on site and off shore (Bangalore-India).
- Code deployment planning and Release/launch management
- Developed Production support policies and procedures for all production and non-production environments.
- Developed Technology Roadmaps for various advertiser and Siebel applications.
- Worked with product development teams during product planning, development and launch phase. Involved in architecture, capacity & scalability planning & setup.
- Worked with different integration teams (Oracle financials, data warehousing & Tibco)
- Established operations process to streamline the activities, drive accountability that led to significant improvement in meeting various application SLA's.
- Participate in application Security reviews and standards.
- Incident/Problem/Change Management process improvement.
- Migrated legacy application on to a common and advanced technology platform.

Achievements

- Team spirit, accountability and ownership.
- Owned and managed around 1000+ plus servers (Unix & Windows)
- Implement common and consistent Operations and Code deployment processes.
- Implemented Production readiness guidelines and various IT team signoff.
- Encourage team members to lead and take ownership of project implementation.
- Implemented proactive monitoring using Nagios, MonDemand & HP Open view.
- Enforced disaster recovery environments and implement ½ yearly fail over to DR site.
- First ever successful global implementation of Siebel 7.7 enterprise application.
- Lead & execute multiple parallel projects on time and on budget.
- Consistently managed in meeting aggressive SLA requirements.
- Rated highly technical and managerially by my management, piers and team members.

Warner Bros: Service Delivery Manager – Warner Home Video: April, 2005 – July, 2005
Team Size: 4 Members (3 Developers / 1 Operations)

- CRM Upgrade – Upgraded Siebel from 7.0 to Siebel 7.7 (e-Consumer)

- Defined road map for Customer Master Unification (merge US & UK to one common repository) Siebel environments using Siebel best practice and adopting common business process and methodologies.
- Implement monitoring for CRM & integrated systems with Oracle Financials.

Achievements

Upgraded Siebel from 7.0 to Siebel 7.7 in record time. (Straight lift)
Implemented Foglight application performance monitoring.

Lexmark: Program Manager – Sales, Service, Marketing & Data warehousing: Aug, 2004 – March 2005
Team Size : 20 Members (1 Project Manager, 9 Developers, 4 Quality Testers, 3 Integrators & Data Quality, 4 Operations) - On-Site / Off-Shore.

- Manage and coordinate deployment of Sales & Marketing application using Siebel version 7.0.
- Clearly documented and communicated objectives, requirements, and designs at these different levels of abstraction to both technical and non-technical audiences
- Pilot rollout of Palm Sync to Canada Sales users
- Implement mercury load runner for application performance testing and tuning.
- Setting up common data purging & data integrity standards.
- Head of incident, problem and change management team for SFA processes.
- Adopt best practices and common global business processes and methodologies.
- Integrate SFA data objects with Data warehousing system.
- Production deployment of phase 1 of Professional Service Modules for Sales Service & Marketing Organization.

Cisco Systems – Consultant September, 2002 – July, 2004
Individual contributor
Part of a Technical Product review team. Responsibility also included technical evaluation of business requirement and presenting the Business community with multiple approaches that can be taken in implementing their requests. Manage new release schedules and effectively communicate the deployment plan and changes to the users and other IT groups.

CRM Software Consulting Company: Principal Consultant: August, 1997 – Aug, 2002
Average team Size: 10 Team members.
Implemented Sales, Service, Quote-to-Cash process & Marketing Enterprise, Call Center, e-Marketing Applications at various client locations such as Exodus, Cable & Wireless, Volvo & HP.

- Provided proactive guidance, handholding and review on all engineer's work within the assigned scope

- **Configuration lead** for a call center application at a leading pager service providing company, worked with customer project teams and end-user staff. Configured Call center product using Siebel Tools
- **Technical Team Lead** for a Siebel e-Marketing implementation for a leading analytic software company; Designed System Architecture, Interfaces, Campaign & Micro site management
- **Technical Lead** for Siebel Call center implementation and CTI (genesis) integration with Siebel.
- As a **Principal Consultant / Technical Project Manager** managed and executed Siebel Upgrade for leading Software Company. Performed post development upgrades configuration changes and tuned the production upgrade process. Prepared project plan detailing all the production system upgrade activities and executed the tasks.

2.2.3 UX Architect /Information Architect - Brett Franklin

A seventeen-year veteran of enterprise-level Websites and mobile applications with a focus on client management, information architecture and user experience.

APPROACH

Lead the entire front-end phase of projects, working with all levels of stakeholders and managing teams to gather business requirements, create taxonomies, and implement into clickable prototypes and detailed specifications. Subsequently develop and execute creative visions, resulting in world-class designs of user-friendly sites and apps.

EXPERIENCE

3Di, INC.
PUBLIC SECTOR CONSULTANT | UX LEAD | 2012 – Current
JOB: Oversee the Information Architecture and Visual Design for several major U.S. cities on their public and internal web, intranet and application projects.
CLIENTS City of L.A. Mayor's Office, L.A. Department of Water & Power, Seattle City Light
PRODUCT MyLA 311 App (iOS, Android), MyLA 311 Website, Seattle City Light Intranet, LADWP Intranet

GUIDANCE SOLUTIONS | VICE-PRESIDENT USER EXPERIENCE & DESIGN | 2010 – 12
JOB Manage up to C-level client relationships, forecast department resourcing needs, business development and bugdet estimation, corporate strategy and methodology, oversee information architecture and design team product quality.
SCOPE Teams of up to 10 resources, (local / remote / offshore). Budgets up to $2M.
CLIENTS Burlington Coat Factory, Footlocker, Footlocker Europe, LADWP, Macmillan Publishing, One Hope Foundation, Tissot / Swatch Group

PRODUCTS BCF.com, Craft 1933.com, MyOneHope.com, OneHopeWine.com, us.TissotShop.com

GUIDANCE SOLUTIONS | **DIRECTOR OF CREATIVE SERVICES** | **2006 – 10**
JOB Manage SVP- and VP-level client relationships, information architecture, user experience design, usability testing and analysis, paper prototyping, focus group testing and analysis, website prototyping taxonomy development, wireframing, competitive analysis, creation of features and functionality matrices, social media strategy.
SCOPE Teams of up to eight resources, budgets of $25K - $1.5M
CLIENTS Bank of America, Footlocker, Footlocker Europe, Intel, JoAnn, Mars Candies, One Hope Foundation, Relax the Back, Tissot Swatch Group, TOMS Shoes, Wonderware Invensys
SITES DisneyMovieClub.com, FootLocker.com, FootLocker.eu, appdeveloper.intel.com, MyOneHope.com, OneHopeWine.com, Toms.com, Wonderware.com

GUIDANCE SOLUTIONS | **SENIOR INFORMATION ARCHITECT** | **2004 – 06**
JOB Website prototyping, competitive analysis, taxonomy, features & functionality matrices, functional specifications.
SCOPE Teams of up to five resources. Budgets of $50K - $700K
CLIENTS A.C. Moore, CalTech, Cooking, Disney Movie Club, Footlocker, Gearys of Beverly Hills, Oprah Store, Relax the Back
SITES ACMoore.com, Cooking.com, DisneyMovieClub.com, FootLocker.com, Gearys.com, RelaxTheBack.com

TWBA \ CHIAT DAY \ TEQUILA | **MANAGEMENT SUPERVISOR** | **2002 – 03**
JOB Oversee VP-level client relationships for, and manage design and development of, Fortune 500 and international e-commerce sites.
SCOPE Teams of up to 14 resources. Budgets up to $2M.
CLIENTS Nissan, adidas Europe
SITES XTerra.com, 350Z.com, ClimaCool.com

GUIDANCE SOLUTIONS | **ACCOUNT DIRECTOR** | **1999 – 2002**
JOB Manage client relationships and design teams for Los Angeles and Chicago locations. Clients included both start-up and Fortune 500 companies.
SCOPE Teams of up to 10 resources. Budgets up to $2M.
CLIENTS Footlocker, Disney Movie Club, Allied Van Lines, Muscle & Fitness
SITES Footlocker.com, DisneyMovieClub.com, MoveOurHome.com, MuscleAndFitness.com, Shape.com

INTERNAL & EXTERNAL COMMUNICATION | **PROJECT MANAGER / INFORMATION ARCHITECT** | 1997 – 99
JOB Manage client relationships and the design and development of intranets and CD-ROMs
SCOPE Teams of up to five resources. Budgets up to $1M.
CLIENTS PriceWaterhouseCoopers, Epson USA, United Airlines

GRAY ADVERTISING | SENIOR PRODUCER | 1996 – 97
JOB Manage the design and development teams of the world's first online soap opera
SCOPE Team of up to 10 resources. Budget of $1M.
CLIENTS American Cybercast (internal)
SITES theSpot.com

EDUCATION

- University of California at San Diego, Bachelor of Arts
- Sophia University (Tokyo), Ministry of Education Fellow
- International Christian University (Tokyo), one-year exchange program

2.2.4 Infrastructure/Technical Lead: Michael Kramer

Michael is a multi-talented senior level computer industry professional. During the past 29+ years, he has influenced the development of many complex computer and electronic systems. He has excellent communication skills and enjoys fast paced challenging environments. His skill set includes all aspects of computer system and network Design, Development, Deployment, and Administration. He is a Senior Software Architect/Developer and has experience developing and deploying systems across a very broad set of technologies used in business, DOD, and scientific computing. His broad experience in both hardware and software gives him a unique ability to troubleshoot problems that arise in complex system environments.

Education:

State University of New York at Alfred
Specialization AAS, Industrial Technology with a Major in Electronics

Technical Skills:

Computers: AT&T 3B2, AT&T Star-Server, IBM-PC, IBM-RS6000, Sun Ultra 10/E4000/IPX, VAX, PDP 11, SEL 32/77, Apple II+, Rational, HP-3000, IBM Power-PC

Micro-Processors: J-11, Z-80, 6502, 6802, 6805, 6809, 8051, 8080, 8088/86/286/386/486/P5, AMD, Intel Pentium Line, Javelin Stamp

Operating Systems: Windows XP/2000/NT/CE/Vista, AIX, MS-DOS, Sun Solaris, UNIX, Venix, VAX VMS, RT-11, Apple DOS 3.3, HP-MPE, Linux, FreeBSD, VMWare

Local Area Networks: Microsoft Windows, Novell NetWare, Microsoft LAN Manager (Windows NT), Microsoft LAN Manager (UNIX), RFS, TCP/IP, PPP, Ethernet, AT&T Star Group, DECNET, Samba

Programming Languages: Ada, Assembler, Microsoft Visual C++ (MFC), CSharp.NET (C#), Micro Focus COBOL, Forth, FORTRAN, FoxPro, Java/J2EE, HTML/JavaScript, Jovial, Pascal, RT-11 Macro Assembler, Microsoft Visual Basic (VB), UNIX Shell Script, AWK, LegacyJ

Databases: DB2, Microsoft Access, DAO, ODBC, MS SQL Server, Oracle, Informix, MySQL, Clipper, Codebase, Postgres

WEB/App Servers: WebSphere, Apache, IIS, JBoss/Tomcat, Sun Java Application Server

Case Tools: Rational Rose98, Envision, Excelerator, PC-Prism, Matrix Layout

Development Tools: MS Developer Studio, Source Safe, Sun Java Studio Creator, Visual Café, Net Objects Fusion, Micro-Focus Net Express, VisualAge for Java, WebSphere Studio Application Developer (WSAD/WSADIE), LegacyJ, Dream Weaver, Javelin Stamp IDE, Eclipse, Netbeans, Orcad Capture CIS
Other Tools: Data Junction, LEX, Lint, YACC, Make, PhotoShop, Vegas Video, Sonar, CD Architect, Sound Forge, Paint Shop Pro, MS Project
Special Skills: I am able to design analog and digital electronics, and am very handy when it comes to firmware development. I am fully versed in the following tools: Logic Analyzer, Oscilloscope, VTVM, DVM, Signal Generator, Transistor Curve Tracer, Q & RX Meter, Prom-Burner, dB Meter, RF Spectrum Analyzer, In Circuit Emulators. I am handy in the metal shop and can use the following tools for fabricating prototypes; Drill Press, Metal Lathe, Milling Machine, Sheet Metal Fabrication Tools.

Previous and On-Going Projects:

Department of Retirement Benefits, State of Alaska
City of Hopes, State of California
My LA311
10/2013 – Current – involved in Requirement analysis, Infrastructure sizing, Project planning and Technical design phases of the project and proving overall technical leadership during all phases of the projects. These projects involve use of Oracle Fusion Middleware Technologies.

Los Angeles Department Of Water & Power (LADWP)
11/2010 – September 2013; Technical Lead/Senior Developer – Web Redevelopment Project
In my role as Technical lead for the LADWP Web Redevelopment Project, I am responsible for defining the overall architecture of the next generation ladwp.com web portal, and managing the technical implementation with an off shore development team of 18 developers based in India. The portal is built using Oracle's Fusion Middleware product suite. The great majority of the portal is comprised of static content stored in Oracles Universal Content Management (UCM) system, with the site navigation and style/layout implemented in a custom Oracle WebCenter Portal application. The "My Account" section of the site is a custom MVC Java application that interfaces to LADWP backend systems comprising custom interfaces to Siebel (Web Services), Mainframe (JCAPS/Web Service), Outage Management (Oracle DB 11g), Usage Statistics (DB2), Bill Summary (XML Feed Parsed and Stored in ODB 11g), Bill PDF images (IBM OnDemand document management system). I am responsible for Architecting/Developing the following subsystems:

- **Bill Summary** – This subsystem receives Bill Summary data files via FTP that are produced by the MainFrame at the same time Bill Print images are produced. These XML files contain tens of thousands of customer bills, and are typically 150megabyte in size. I developed a custom SAX based parser to parse each customer bill, and store them in an Oracle DB for later use and retrieval.
- **Bill PDF Image Retrieval –** Using IBM's "On Demand Web Enablement Kit (ODWEK)" I developed a subsystem to retrieve customer bill PDF images from IBM's OnDemand document management system.

- **Siebel Session Manager** – Using Oracle best practice guidelines, I developed a session management system to support high transaction throughput to Siebel CRM. This subsystem was developed as a "SOAP Message Handler". The goal of this effort is to negate the overhead of logging into the Siebel CRM for each web service request. Using Siebel's "Stateless" mode, the Session Manager instantiates a predefined number of sessions, which are stored in a FIFO queue. Web service transactions reuse the sessions on the queue saving significant time per transaction. Session housekeeping is performed by a background thread that examines each token for predefined metric, and destroying/recreating sessions as needed.

My responsibilities also include Administration and configuration of; IBM RS600 computers running AIX 6.1, Oracle WebLogic/WebCenter software stack, and mentoring and knowledge transfer to LADWP staff.

2.2.5 Architect and Product Specialist: Amit Brahmbhatt

ORACLE
PartnerNetwork
Certified Specialist
Oracle Enterprise
Content
Management

Experience Summary:

Project Lead/Architect with

- 11+ year of total IT experience
- 6+ years in Managing Medium to Large Software Development Projects on Microsoft Technologies, JAVA, PHP and Oracle Fusion Middleware Suite.
- Successfully delivered over 75+ Web and Custom Application development projects
- Having extensive past experience of building Sites/Portals using Open Source Content Management Systems like Joomla (php) and DNN(Microsoft.Net) and Oracle Fusion Middleware Suite
- Experience of designing and building Multilingual Portal using Oracle WebCenter PS2, PS3 and PS4.

Oracle Fusion Middleware Experience

- 4+ years of experience of Architecting WebCenter, UCM and IDM solutions
- Expert on Oracle Identity Management Stack (OID/OVD/OAM).

- Hands-on Experience of Installation and Configuration of Oracle Weblogic, Oracle WebCenter PS2/PS3/PS4, Oracle ECM PS4, OID, OVD, OAM, OHS, SES on Linux environment.
- Experience of fine-tuning PS3/PS4 portal application for Performance enhancements.
- Experience in customization of UCM, implementation of UCM workflows, configuration of DAM for Image Renditions using 3rd party Image conversion tools and IBR.
- Experience on implementation of Single-Sign-on for WebCenter Portal using OAM and customization with Oracle Access Server SDK for custom login forms.
- Proficient in designing and integrating different systems using middleware applications like Oracle SOA, BPEL and ESB

Tools & Technologies:

Development/Design	Oracle JDeveloper, Dreamweaver, Visual Studio, Site Studio Designer
Middleware Technologies	Oracle WebCenter, UCM, SOA, BPEL, ESB, ECM, OAM, OID, OVD
Project Management	MS Project
Application Server	Oracle Weblogic 10.x, Tomcat 6.x, Microsoft IIS
RDBMS	Oracle, MS SQL, MySQL
Security/LDAP Layer	OID, OVD, OAM, AD
Operating System	RHEL, OEL, Windows Servers, AIX
Web Content Management	Oracle ECM, Oracle DAM, Joomla, DNN

2.2.6 WebCenter/UCM Lead: Pranab Das

ORACLE
PartnerNetwork
Certified Specialist
Oracle Enterprise
Content
Management

Experience Summary:

- Over 7 years of industry working experience on the complete life cycle of product and implementation of Oracle WebCenter Portal, UCM Content Management and other technologies like Aqualogic, Plumtree, Interwoven Teamsite.
- Design, Development and Implementation experience on Oracle WebCenter Portal (PS2/PS3/PS4) framework for LADWP client.
- Designed, Installed, configured the WebCenter Portal and all of its components (Weblogic Server, UCM, WebCenter Services, WebCenter Collaboration)
- Developed UCM Content Template, Site Studio Element definition & design, Site Hierarchy design.
- Design and streamlined the Page template, Navigation Hierarchy, Content Template in the Portal.
- Expertise on Web Service integration on WebCenter Portal, and Customization of Enterprise Search Taskflow, to search Portal pages.
- Developed the architecture and Deployment strategy for Web-Portal on WebCenter Portal Framework.
- Streamlined the design patterns to adhere the Best practices in the Project.
- Development of business components using ADFm, ADFc and Integrate them into Portal as taskflow.
- Mentored/training the new developers on Portal Development, Custom Navigations, Skinning Design, Template Design, UCM content design strategies.
  Played a key member in helping projects to plan their process for implementing with the Best practices on Portal.

Tools and Technologies:

Portal	Oracle WebCenter 11g, Oracle WCI 10g, Plumtree 4.5
Portal Technologies	WebCenter Services (Discussion, Wiki), Oracle SES, Site Studio, Oracle Collaboration, WCI Studio Server, WCI Analytics, Plumtree Collaboration & Studio Portlet.
Programming Language & Framework	Oracle ADF Rich Faces, Web Services, Java, iDoc Script, JSF, JSP ADF Framework, Servlet, J2EE, Portlet, Struts Framework, ALUI IDK (J2EE), GDK(Java)
Web Technologies	CSS, HTML, JavaScript, jQuery, XML
IDE	JDeveloper, Eclipse
Application Server	Oracle Weblogic 10.x, Tomcat 6.x
RDBMS	Oracle, SQL 2000/2005
LDAP	Oracle Virtual Directory, Microsoft AD
Operating System	OEL, UNIX, Windows 2003
Web Content	Oracle UCM, Oracle Digital Asset Management, Interwoven

Management	TeamSite, Aqualogic Publisher, MediaBin 4.5
Helpdesk Tool	Mantis, TouchPaper

2.3 Workload Accomplishment

All staff members designated as key personnel are available to work on City of Las Vegas project.

Mihir Desai: He will attend focus group/high level meeting. He will also be our escalation point.

Manoj Welinkar: He is currently working on Design Phase of MyLA 311 Project that is scheduled to end in May 2014.

Michael Kramer: He is currently available as he is finishing an assignment with City of Hopes.

Amit Brahmbhatt: He is working on eCommission Project that is schedule to end in May 2014.

Pranab Das: He is working on City of Hopes Project that is coming to an end.

3Di also has a skilled and dedicated team of resources that can easily come in as replacement into the CITY project to cover any contingencies.

2.4 References

2.4.1 Reference 1:

Name of the client	Seattle City Lights
Contact Person/ Project Manager	Jody Bauder 206-733-9618 / jody.Bauder@seattle.gov
Location(s) of where services were provided	700 5th Avenue, Suite 3200, Seattle, WA 98104-5031
Name of the system (s) and description	We have designed and implemented Power Contract Management Systems and HR processes for Seattle City Lights, City of Seattle. This involved designing Portal using WebCenter and developing and integrating BPM workflows. We also implemented secure enterprise search.
Implementation time frame	One year and 4 Months (on Going)

2.4.2 Reference 2:

Name of the client	Los Angeles Department of Water and Power (LADWP)
Contact Person/ Project Manager	Mathew Lampe Chief Information Officer, Information Technology Services Division

	213-367-2553 / matt.lampe@ladwp.com
Location(s) of where services were provided	111 North Hope Street, Room 251, Los Angeles, California 90012
Name of the system (s) and description	LADWP Customer Self Service Portal & Website Redesign Designed and developed the new LADWP Customer Self Service Portal and Website that included integration of key back-end business systems, including Customer Information System (CIS), Siebel CRM, Outage Management System, FileNet Document Management System, Payment Gateways, etc., using enterprise web portal technology from Oracle (WebCenter Portal, Siebel CRM, WebCenter Content, Single Sign-on Technology (OAM/OID), and Service Oriented Architecture (SOA Suite).
Implementation time frame	Three (3) Years

2.4.3 Reference 3:

Name of the client	Los Angeles Department of Building & Safety
Contact Person/ Project Manager	Giovani Dacumos Director of Systems (213) 482 0001 / giovani.dacumos@laCity.org
Location(s) of where services were provided	201 N. Figueroa Street, 10th Floor, Los Angeles, CA 90012
Name of the system (s) and description	**PermitLA Customer Self Service Portal** PermtLA Portal is a self-service portal for managing the entire permitting process for build projects by owner-builders and contractors. PermitLA Portal integrates GIS for address validation, a comprehensive permitting engine, flexible fee engine and an ecommerce interface for payment processing. **Employee portal** Employee portal is an Intranet Portal for employees to access various departmental applications through a common portal interface using single sign-on. Some of the applications integrated in this portal include: Timekeeping, Employee Benefits, Knowledgebase, Property Management, Permit Management, etc. **SIR – Structural Inventory Repository** SIR is the inventory of all permitted properties in the city of Los Angeles. This system is integrated with the county assessors' property system, bureau of engineering addressing systems and ARC GIS. SIR provides a service based interface for any system in the city for address verification and correction, as well as verification of structural

	permits. **ViewLA – GIS based Viewer Tool for City Employees** ViewLA is a GIS based viewer for viewing city permitting, zoning, case information, parcel information, etc. The Viewer integrates orthographic data, building polygons, etc. The system also integrates Pictometry data, allowing on screen measurements and notations. All of the above systems were developed using Oracle WebCenter Suite Plus (Portal, Content), OAM, IDM, SOA Suite and Oracle DB. Integration between Oracle WebCenter Portal and ARC GIS is first of its kind.
Implementation time frame	1.5 years

2.4.4 Reference 4:

Name of the client	City of Los Angeles
Contact Person/ Project Manager	Mark Wolf, Executive Officer, Information Technology Agency, City of Los Angeles 213-978-3311 / mark.wolf@lacity.org
Location(s) of where services were provided	The City Hall, 200 N. Spring Street, Los Angeles, CA 90012
Name of the system (s) and description	MyLA311 Mobile Application MyLA311 Mobile application is a mobile platform for • Service Requests • Map based information about city resources, • Payment to the city departments, and, • Communication to citizens using social media (facebook, twitter, youtube) This is the first phase of a larger "MyLA" project.
URL	Download MyLA311 Application from iTunes for iPhone and Google Play for Android (After March 18th)
Implementation time frame	3 months

2.4.5 Reference 5:

Name of the client	Los Angeles Housing Department (LAHD)

Contact Person/ Project Manager	Scott McGill 310-996-1726 / smcgill@lahd.lacity.org
Location(s) of where services were provided	Los Angeles Housing Department 1200 West 7th Street (8th floor) Los Angeles, CA 90017
Name of the system (s) and description	**Web-based Code and Rent Information System (CRIS)** CRIS is a web-based workflow application that manages the functions associated with the Code and Rent Control Department within City of Los Angeles' Housing Department (LAHD). It is completely modular, has a mobile (hand-held) component used by LAHD Inspectors in the field, and integrates with LAHD's Exchange Server, SQL Server and also with Los Angeles City's Bureau of Engineering's mainframe based property database. 3Di was responsible for designing, developing, implementing and providing ongoing programming support of this application. The system currently supports more than 100 users, including LAHD's field inspectors.
Implementation time frame	10/2003 - Current (Ongoing maintenance on the project continues)

Section 3 - Proposed solution and Work Plan

3.1 3Di Understanding

3Di understands that City is seeking professional services to redesign and develop the public facing website to replace its existing website (www.lasvegasnevada.com) using Oracle's WebCenter Suite Plus Platform, and related product suite.

The new website should be easy to navigate, providing a great user experience to citizens. It should also improve and increase communication and interaction between City and the public by being accessible across all platforms, including web, tablets and mobile devices.

Content migration from RedDot to WebCenter Content is within the scope of the services covered under this RFP.

It should have all the features of the existing website, including accepting payment online.

As per guidelines in the RFP and using our expertise, we are proposing a web-portal to leverage existing City infrastructure, including licenses. Our proposed solution is based on open architecture to provide a scalable platform for City's ever expanding requirements.

3.2 Statement of Work

Below is the list of statement of work will be accomplish as part of 3Di Proposed solution and Implementation approach in chronological order with the marks “Meet the Features”

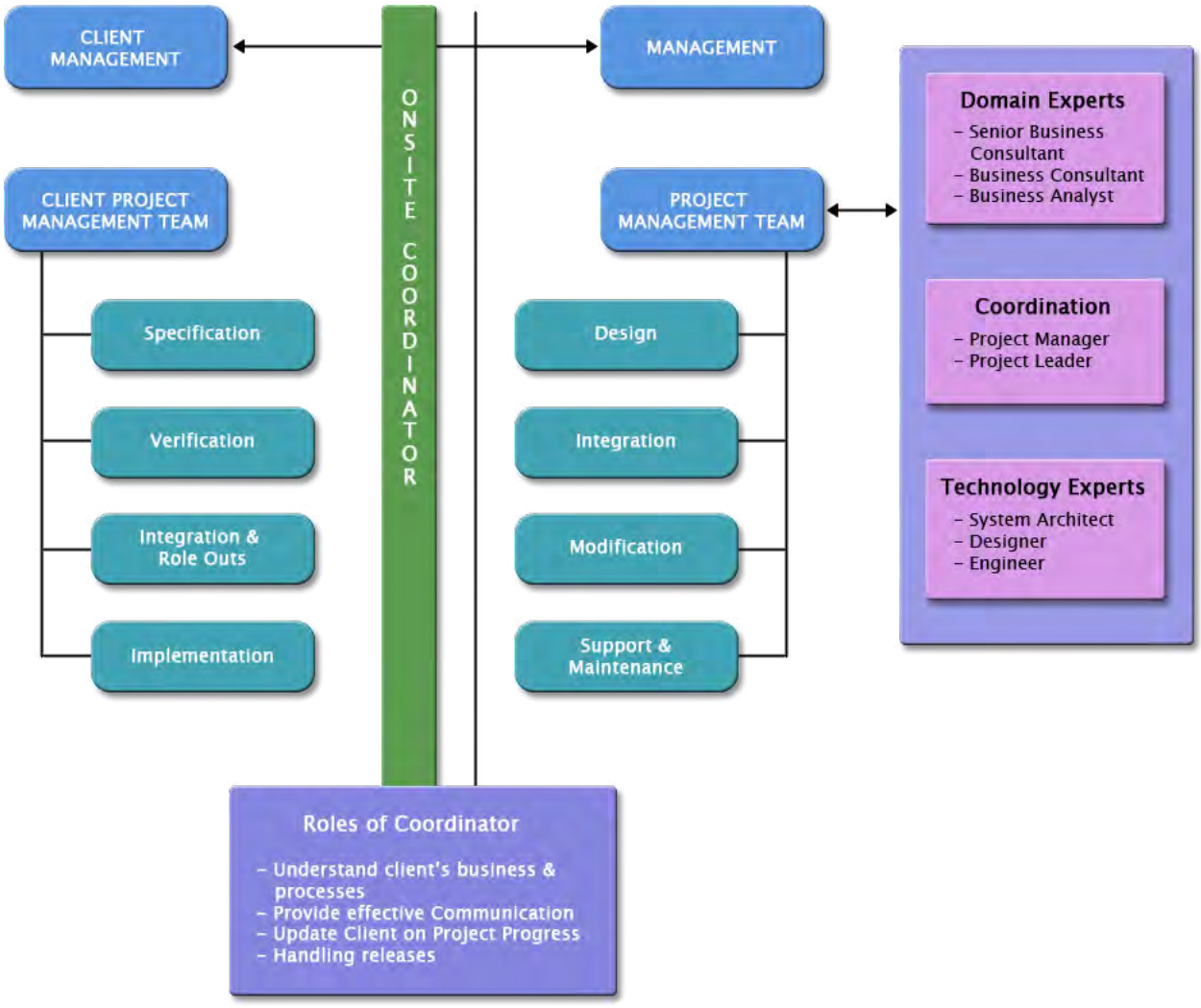
Statement of work	3Di Response to Meet the Requirement	Description
Web Design Key Objectives:		
The new website should be perceived as innovative, fun, and easy to use while meeting the needs of the user.	Yes	We will achieve via our extensive UX process that involves studying the existing website, understanding the pain points and preparing a detailed requirement document. After that we interview stakeholders or focus groups to understand their expectations from redesigned website. Based on these inputs we prepare a functional prototype of website that will be submitted to the City for review which will be updated and modified based on feedback until it fully captures the elements that are essential to this redesigning exercise. Based on final Prototype, we will prepare Visual design which upon approval will form the basis of the website redevelopment resulting in great user experience and great functional website.
Use existing content migrated from the RedDot platform to Oracle WebCenter Content Management.	Yes	We will do detailed planning and migrate the existing content over to WebCenter Content Server. In addition City staff will have option to edit the existing content or delete it and also add content to the new website. With WebCenter Content Management user will have option of having content approval workflows to publish the content on the Portal.
Create a user-centric, easy-to-navigate platform to enable website visitors to find exactly what they are looking for, as quickly as possible.	Yes	Yes, We will prepare a detailed requirement document and feature functionality matrix. We will also conduct stakeholder meetings to receive their inputs as to how the new website should function. Based on inputs we will prepare a prototype that will give an idea of website layout, navigation etc. This exercise will result in optimization of how information is displayed or made available to the public on new website.
Visually attractive and engaging for a diverse audience, avoiding typical government jargon	Yes	Yes, We will start UI design from the approved functional design. We will submit UI design to City of review and continue to modify or change it until it meets the approval of City officials. Functional design will optimize the structuring of website into different sections (if required) so that information can be directed straight at target audience. For example, anyone who is in our state for tourism will come to website for specific information regarding City tourism. Similarly anyone looking to do business with the City can be directed to the section holding relevant information.

Statement of work	3Di Response to Meet the Requirement	Description
Intuitive content taxonomy based on common search requests and traffic patterns.	Yes	Yes. We will design a taxonomy based on UX process so, it will optimize the site design.
Add advance Features like: portals, search engine, personalization, registration, security features, survey/voting tools, email distribution tools	Yes	We will achieve all these objective and plan for them during Technical design phase. We will integrate Oracle Secure Enterprise Search (SES) so, users can search for relevant information on the web-site. Users will have option to access the site as unregister user or register on the website and also participate in surveys etc. They can also register to receive emails from City regarding important events or City information. We have done extensive personalization for www.ladwp.com and www.buildla.lacity.org.
Identify where additional portals might be used in order to provide access to our communities	Yes	We will suggest City for any other Portals that could be useful in providing and enhancing its communication with Public. It will be done during Requirement Analysis and Design Phase.
Develop and validate a collection of use cases as the key input to product design	Yes	We will prepare and Feature functionality as well as use case documents which will also serve as key inputs during functional design and technical design phase.
Provide and develop options for navigation, wireframes and User Interface (UI) designs	Yes	Will be done during requirement analysis and design phase.
Include logins and registrations for respective portals within certain City lines of business.	Yes	Online registration and login process will be available in the new portal based on City business rules.
Provide the functionality of email blasts, social media connections, and press releases to announce the new website.	Yes	We will create option to send emails to registered users and also do social media integration into new website.
Measure the success of the new website through online surveys	Yes	We will create online surveys forms which users can fill in to provide feedback to the City. The feedbacks will be stored and available in form of a report to City officials to analyse the response from users. We have created extensive online surveys for Customer Behaviour portal for LADWP and UCLA where users are enrolled in various groups and various surveys are published for them. Users input for those surveys are stored and provided in form of various reports to users as well as LADWP and UCLA for analysis.

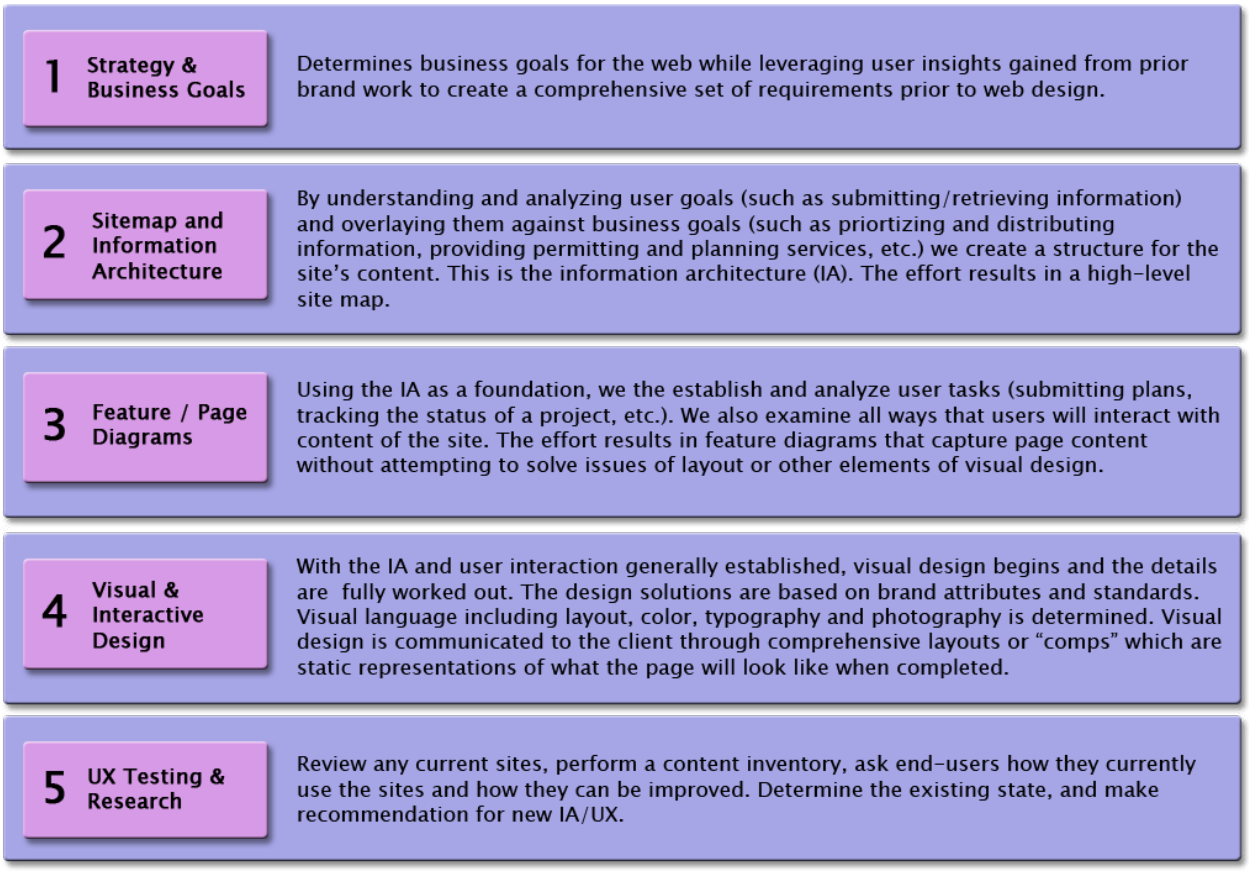
Statement of work	3Di Response to Meet the Requirement	Description
online payments via PayPal accounts through our website	Yes	We will do PayPal integration. In addition City will have option to do any other payment gateway integration to its website if it decides to extend to other modes of accepting payments on its website like Credit Cards etc.
Online Business Objective:		
Include better, innovative, and highly efficient access to services with less confusion by citizen and visitors.	Yes	We will design adequate task flows for these services using ADF and integrate them into WebCenter Portal and make them available to the Public. Other systems can be integrated into Portal using Webservice.
Provide user experience, design services, and front-end development in order to improve the visual presentation, usability, and overall user experience of the website to increase access to all information in the spirit of accountability and transparency.	Yes	We will have meetings with different Project stakeholders to discuss the requirements and come up with information architecture and feature functionality matrix. After approval of information Architecture and Feature Functionality Matrix we will create prototype and UI design. Improved information architecture not only improves the user experience but also improves ongoing maintainability and expandability of the new portal.
The overall message should be conveyed to the City's citizens and visitors that the City has listened to their concerns and has made changes to the website that are cost-effective, reliable and efficient in line with usability.	Yes	Improved Information Architecture will result in great user experience for public as information is properly categorized and displayed on website. Users will be able to reach easily and quickly to the information that they are looking for. City interaction with public will increase as new portal will prove to be a great medium for City to interact with public and receive feedback.

3.3 Implementation Strategy/ Execution Metrology

3Di has a proven implementation strategy, combining interactive development and creative website design to accomplish the City's goals. 3Di is following below project execution metrology to execute end-to-end project. Below will describe 3Di escalation procedure as it relates to Project execution and resolving problems associated with meeting the requirements.

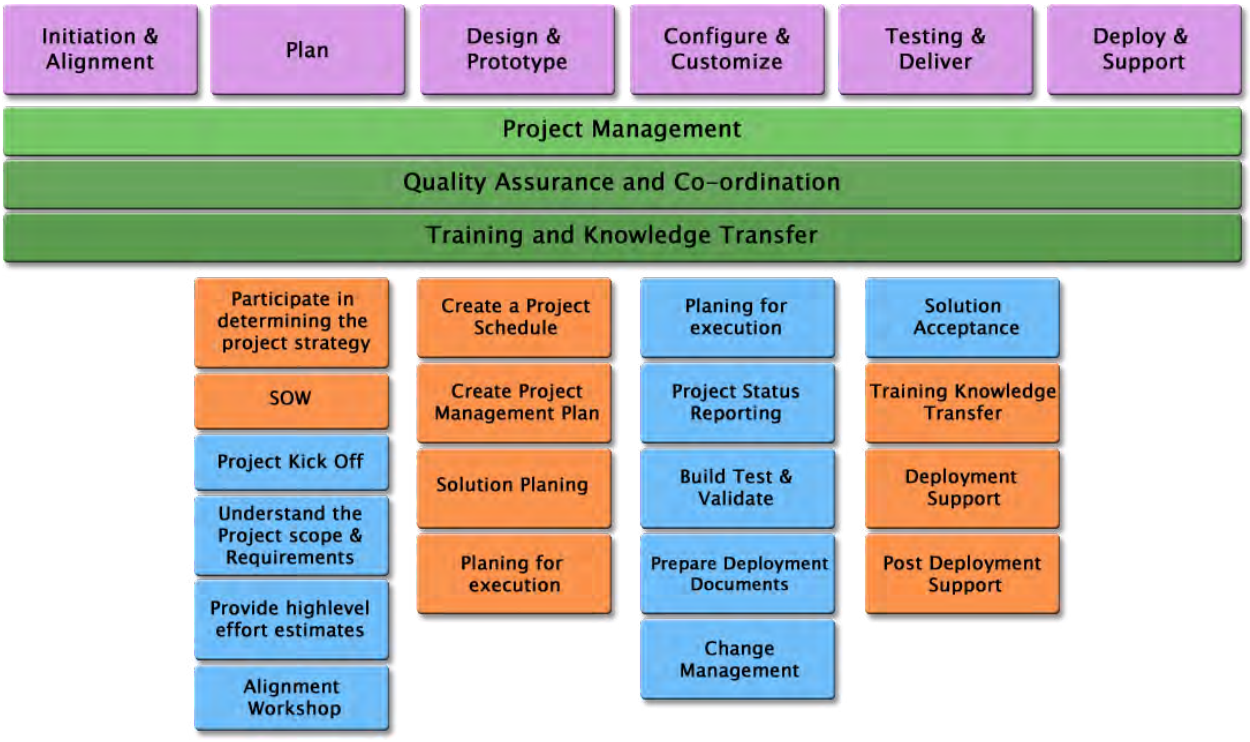


3Di's strategy and approach will cover/meet the key web design objective mentioned in EXHIBIT A (3A & 3b) in the statement of work.



3Di is one of a handful of companies in the world with extensive experience in implementing successful projects using the Oracle WebCenter Suite Plus platform and related fusion middleware technologies and products. Furthermore, 3Di holds the distinction of implementing these successful Oracle WebCenter projects for large public sector clients such as City of Los Angeles, Los Angeles Department of Water and Power, Los Angeles Department of Building and Safety, Seattle City Lights, Seattle. Having extensive experience working with public sector customers for many years, we have a keen understanding of the unique requirements of our esteem customers such as the City of Las Vegas.

3Di has a proven implementation strategy combining iterative development and creative website design to accomplish the goals of City of Los Vegas. We will work closely with City to expertly execute the following steps to redesign the existing website.



3.3.1 Investigation, Requirement Definition and System Design

This is the most important task. There will be interaction with the City to understand their vision and aspirations of various stakeholders and details of all the processes and functionalities and various systems. Based on these discussions, 3Di will create a detailed System Requirements Document, Use Cases Document, Functional Design prototype and Technical Design Document within the scope of work. Both 3Di and City of Las Vegas will sign-off on the features and functionality mentioned in the document. This document will be the basis of all the development carried out for the Website.

User Role and Profile: Draft high-level profile for a prototypical audience member for each major target segment. These profiles will give us a concrete way to capture and identify with each segment throughout our process. Each profile would include basic demographic information, top considerations and pain points, and a high-level scenario of their interactions with the site.

Deliverables

- System Requirement Document
- Use Case Document
- Feature Functionality Matrix
- Functional Design Document/ Prototype/Wire Frames
- Technical Design Document.

3.3.2 System Architecture and Design

3.3.2.1 Architecture and design principles followed

In this phase of work 3Di encompasses information architecture, visual design and prototyping. The Architecture & Design phase of work will begin with prioritization of features in terms of value to the City and each of its primary audience. Working with the City of Las Vegas, we will then sort each feature by priority into development phases.

- Features & Content Matrix: Create a consolidated spreadsheet of all required and desired features. We use a scoring system to weigh the value of each feature to each audience segment and to the City of Las Vegas against the cost to develop and maintain.
- Site Map: The UX team will suggest a logical organization of all site features and content into a high-level diagram that outlines the major sections and subsections of the site. One round of client review and revision are anticipated, along with a brief user review.
- Wireframes: Develop clickable wireframe prototypes of each unique page type (CMS "template") and form elements including annotations that document how the layout responds when viewed. We'll focus on complex patterns like landing pages, intake, the project wizard, etc. The Research findings will help us determine the most strategic views to illustrate the full interaction vocabulary.
- Functional Specifications: Recommended functional specifications will be documented within the prototype and in supporting technical specification documents. Global technical requirements such as authentication requirements, timeout periods, supported browsers, security, integration, hosting arrangements etc., will also be documented in this stage.
- Visual Design: Once wireframes have been approved, visual design of the website will begin. 3Di will summarize design considerations in a creative brief document
- Three different creative concepts will be presented, each with 3 key views of the site. Once the direction is finalized and approved, 3Di will extend the design to the most important views established in the wireframes and key elements. All of the final source design assets will be provided to the City of Las Vegas upon completion of the design phase.
- Design Assets & Style Guide: Comps will be created in Photoshop or Illustrator. In addition, 3Di's design team will create a Style Guide document outlining the color and font specifications, template dimensions, and other data required for front-end developers to deliver the designs accurately in HTML5/CSS.
- Requirements Capture: Functional, technical requirements and specification document for content and integration with internal and 3rd party products.

Our creative design and execution process consists of 5 steps:

1) Strategy and Business Goals: Determine business goals for the Portal while leveraging user insights gained from prior experience with departmental websites to create a comprehensive set of requirements prior to web designs
2) Sitemap and Information Architecture: By understanding and analyzing the user goals (such as retrieving information, initiating a project, etc.) and overlaying them with business goals (such as streamlining and managing the City of Las Vegas' application process), we create a structure for the site's content. This is the Information Architecture (IA). This effort results in a high-level site map.
3) Feature/Page Diagrams: Establish and analyze user tasks. We also examine all ways that users will interact with the site. The effort results in feature diagrams that capture page content without attempting to solve issues of layout or other elements of visual design.
4) Visual and Interactive Design: With the IA and user interaction generally established, visual design begins and the details are fully worked out. The design solutions are based on brand attributes and standards. Visual language including layout, color, typography and photography is determined. Visual design is communicated to the client through comprehensive layouts or "comps" that are static representations of what the pages will look like when completed.
5) UX Testing and Research: Reviewing the current departmental websites, perform content inventory, see what other agencies are doing, asking end-users how they currently use the site and how it can be improved. This is background information that'll help us determine the existing state, and provide the background we need to make educated recommendations for the new IA/UX.

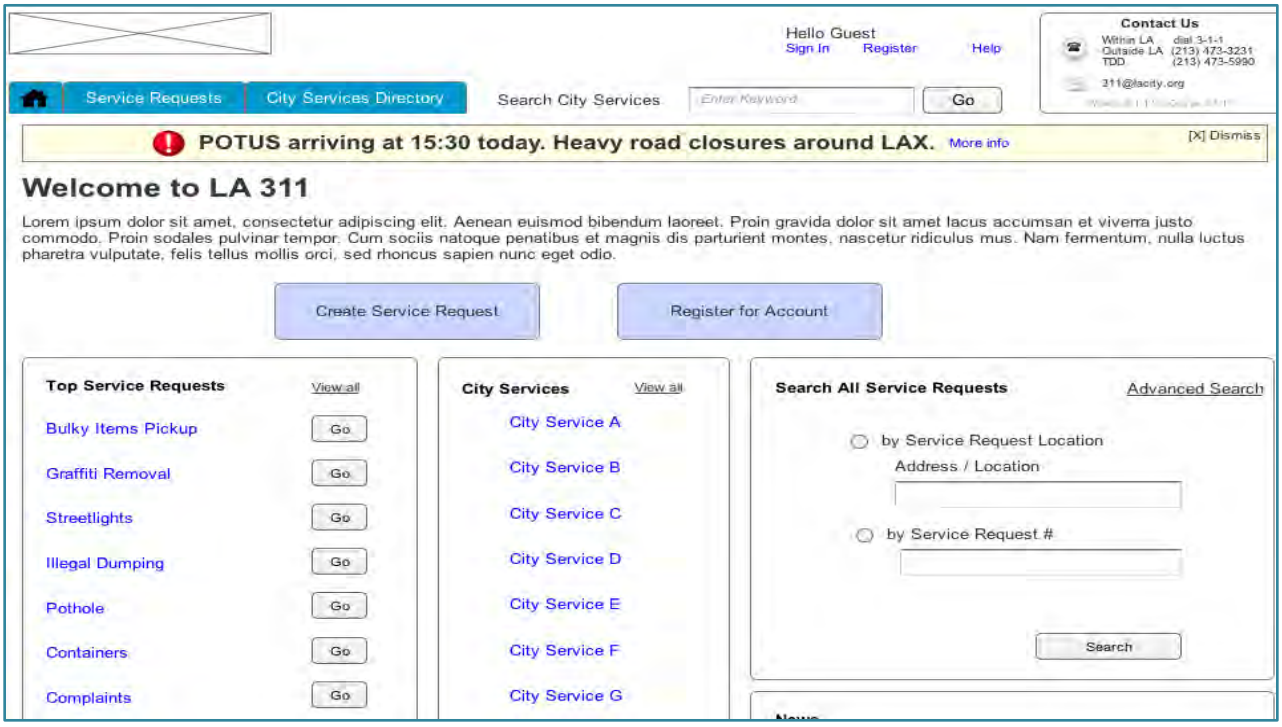
Initial assessment

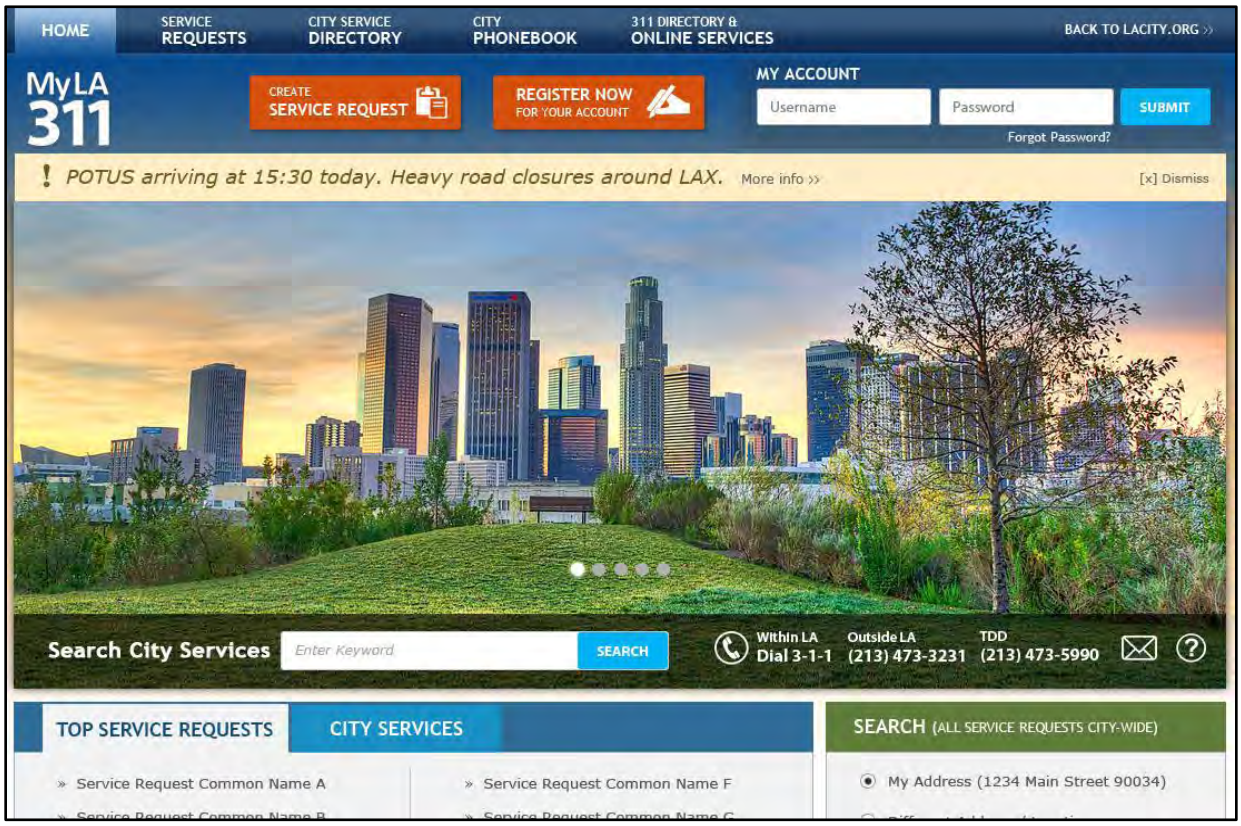
	Discovery	Analysis, Reports	Focus Groups	Documentation/Sign-off
External Website	- Existing website(s) analysis - Benchmark comparisons (incl best practices) - Usage stats - Analysis and summary	- Business requirements - Feature & Functionality (incl top used F&F and best practices) - Site maps - Creative Brief	- External FG #1 - Priorities (most used functionality) - Design preferences (existing City vs "competitors")	- Review of all deliverables - Sunset for initial assessment - Preparation for design/ navigation
Internal Website	- Existing website analysis - Best practices - Usage stats - Analysis and summary	- Business requirements - Feature & Functionality (incl top used F&F, new requirements and best practices) - Site maps reports	- External FG #1 - Feedback on existing sites - Ideas for enhancement	- Review of all deliverables - SIGN OFF on deliverables

Design/ Navigation

	Wireframes/Comps	Documentation/Sign-off
External Website	- Create wireframes with business rules (clickable prototype) - Create comps (3 design directions) - Created clickable HTML for focus groups	- Finalize the site maps, navigation and visual design direction - Report on feedback on site maps - Review and SIGN OFF design/navigation

Sample wire frame & comp





Sample Visual Designs

Deliverables:

- Features & Content Matrix
- Site Map
- Wireframes for templates
- Creative Brief
- Visual design mockups for templates
- Source files for final design templates
- Annotated web-based clickable prototype (developed in Axure)
- Requirements & specification document

3.3.2.2 Technical and Infrastructure Analysis

During this phase, we will document and review the proposed hardware and software and recommend any upgrades or changes that are required for the website in a report. This phase will also provide a deliverable of the technical architecture document and the detailed design document. All further development will be based on the design document.

The report will address the network, servers and storage architecture and an analysis of performance in order to provide recommendations to ensure required website availability.

We understand that one of the key factors in the Portal implementation is integration of the Portal website with existing applications and data. Our software and hardware infrastructure reports will include requirements and recommendations for accomplishing this.

The report will consider all the security and authentication recommendations for access control for managing and controlling resources of the externally facing website.

The reports will include recommendations regarding publishing and streaming media (Audio, Video and flash) content on the Portal website.

The report will provide the recommended network structure with security features. The recommendations will include of implementation of firewall, DMZ's and access to authentication systems.

We will provide recommendations regarding the integration of the website with all third party applications. The report will include the recommendations for encryption (SSL), PCI Security compliance, etc. (if applicable)

3.3.2.2.1 Technical Architecture

Based on the list of features and components required for the development of the website, we will prepare a comprehensive Technical Architecture document.

The Technical Architecture document will contain all the components used for the development of the system along with communication details with other systems.

The Technical Architecture will be submitted to the City of Las Vegas for review. Once the technical architecture is approved, we will create the detailed design document.

3.3.2.3 Design Documentation

After approval of Technical Architecture by the City, we will prepare the detailed design document. The design document will contain the following:

- Technical Architecture
- Detailed functional specifications of the Portal
- Final design and wireframes of the Portal
- System development details
- System testing details
- Development platform
- System Integration details
- Application communication specifications
- Detailed Server hardware and software specifications
- Detailed Business rules
- Application Security and authentication details

The system design document will be submitted to Client technical personnel for review. The approved and signed-off system design document will the basis of all the development carried out for the design of the City of Las Vegas.

Deliverables

The deliverables of the Technical and infrastructure analysis phase will include:

- Infrastructure and software report
- Technical Architecture document
- System Design Document

3.3.3 Website Development

After the sign-off on the prototype, 3Di will complete the development and integration of all the modules, features and functionality of the Portal website based on the system design document.

During the development phase, we will provide weekly status report to the client on the development activity.

The website development activity will be followed by the testing of the system.

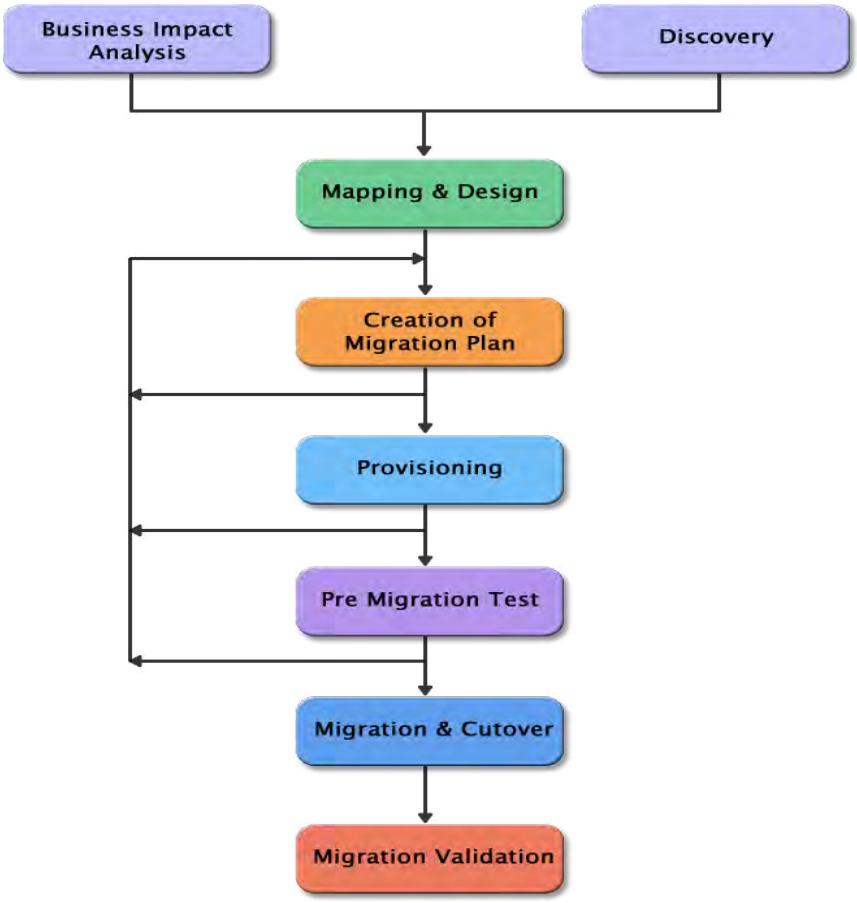
Deliverables

- Complete documented source code
- Any third party binary libraries utilized in solution

- Documentation including Release notes and implementation details

3.3.4 Data Migration/ Data and Database Conversion Approach

After performing the Technical Design, 3Di and City of Las Vegas will plan and formulate strategy for management and execution of migration of content from RedDot platform to Oracle WebCenter Content:



3.3.5 Testing

3Di will create the test cases for the testing and will perform the testing before the application is released for client review. 3Di will be using a mix of manual testing and automated testing to ensure quality. 3Di will divide the testing in 3 categories and perform each at appropriate time:

- Functional Testing
- Integration Testing
- Load Testing

Deliverables

- Test Cases Document
- Test Reports
- Load Test Report

3.3.6 User Acceptance

During this phase the customer will be given the complete application for testing. 3Di will provide installation and testing support client team. The City users will have to test the application as per test cases and report bugs/defects found in the software, if any, into our online bug tracking system. 3Di will resolve bugs found during this phase. At the end of this phase the Client will sign-off on the UAT.

3.3.7 Implementation/Go Live and Training

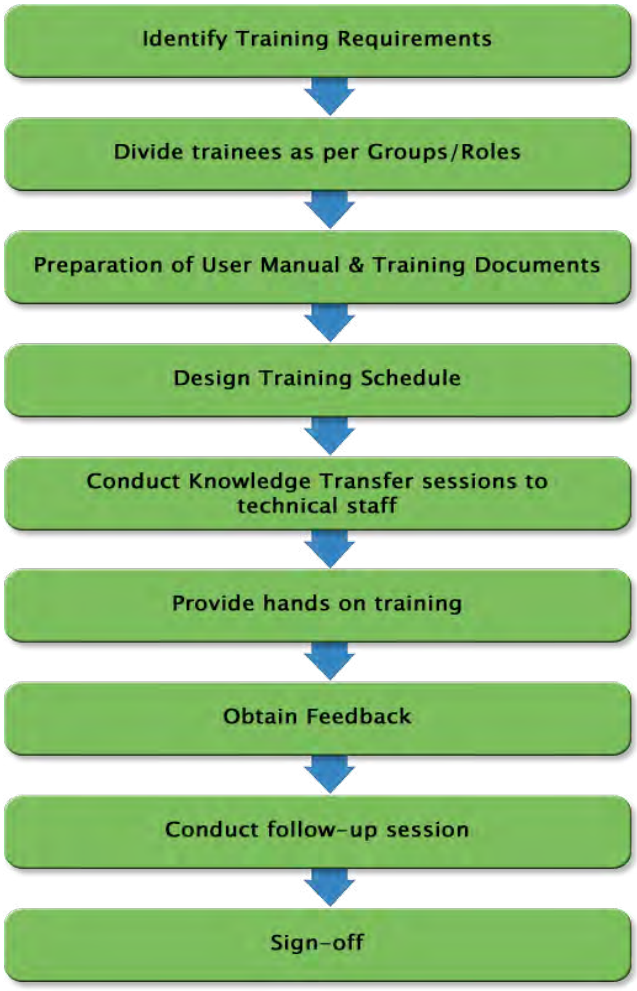
After UAT, 3Di will provide the implementation and training services for deployment on the production servers. After implementation on production, 3Di will carry out 1 round of testing in the production environment. 3Di will perform the following tests during this phase:

- Performance, load and stress test
- Installation Test
- Accessibility and Security test
- Functionality and API Test

3.3.8 Knowledge Transfer

3Di will transfer information about the system in the form of documentation, like the systems design, technical architecture and other documents. The documentation will provide the user/administrators knowledge about the working of the system, customization of workflows, user privileges, troubleshooting tips, etc.

3Di will also provide a user manual and training documentation for training the users on the proposed solution. As per requirements, 3Di shall provide all suitable and adequate training to the staff nominated to ensure smooth delivery and effective operation of the system after go live. 3Di will follow the below process for training-



Deliverables

- End User Document
- Implementation Training Document
- Technical Support Document
- System Administration Document

3.4 Schedule of services

Below is a schedule of services in Gantt format, organized by task to correspond to the statement of work-

Task Name	Duration	Start	Finish
City of Las Vegas Website Redesign	**149 days**	**Mon 5/12/14**	**Thu 12/4/14**
Kick Off Meeting	**1 day**	**Mon 5/12/14**	**Mon 5/12/14**
Project Management	**5 days**	**Tue 5/13/14**	**Mon 5/19/14**
Assemble preliminary project plan	1 day	Tue 5/13/14	Tue 5/13/14
Project scope definition / sponsor letter of support	2 days	Tue 5/13/14	Wed 5/14/14
Define team, roles and responsibilities	3 days	Thu 5/15/14	Mon 5/19/14
Communication Plan	3 days	Thu 5/15/14	Mon 5/19/14
Set project schedule	2 days	Thu 5/15/14	Fri 5/16/14
Project Management plan	3 days	Thu 5/15/14	Mon 5/19/14
Risk Assessment and Plan	3 days	Thu 5/15/14	Mon 5/19/14
Change Management Plan	3 days	Thu 5/15/14	Mon 5/19/14
Assumptions and Constraints	1 day	Thu 5/15/14	Thu 5/15/14
Milestone 1: Submit Project Management Plan	**1 day**	**Thu 5/15/14**	**Thu 5/15/14**
Project Management	143 days	Mon 5/12/14	Wed 11/26/14
Requirements Analysis	**10 days**	**Fri 5/16/14**	**Thu 5/29/14**
Review Current public facing website	4 days	Fri 5/16/14	Wed 5/21/14
Interview Stakeholders	4 days	Fri 5/16/14	Wed 5/21/14
Prepare High-level Business Requirement Document	2 days	Thu 5/22/14	Fri 5/23/14
Client Review Meeting	1 day	Mon 5/26/14	Mon 5/26/14
Update & Submit High-level Business Requirement Document	2 days	Tue 5/27/14	Wed 5/28/14
Milestone 2: High-level Business Requirement Document Signoff	**1 day**	**Thu 5/29/14**	**Thu 5/29/14**
Design User Experience	**25 days**	**Fri 5/30/14**	**Thu 7/3/14**
Wireframes	**13 days**	**Fri 5/30/14**	**Tue 6/17/14**
Create Group 1 (1-3) Template Wireframes	3 days	Fri 5/30/14	Tue 6/3/14
Present Group 1 WFs	1 day	Wed 6/4/14	Wed 6/4/14
Refine Group 1 WFs	2 days	Thu 6/5/14	Fri 6/6/14
Create Group 2 (4-6) Template Wireframes	2 days	Mon 6/9/14	Tue 6/10/14
Present Group 2 WFs	1 day	Wed 6/11/14	Wed 6/11/14
Refine Group 2 WFs	2 days	Thu 6/12/14	Fri 6/13/14
Finalize & Submit Wireframes	1 day	Mon 6/16/14	Mon 6/16/14
Milestone 3: Wireframes Signoff	**1 day**	**Tue 6/17/14**	**Tue 6/17/14**
Visual Comps	**12 days**	**Wed 6/18/14**	**Thu 7/3/14**
Create Visual Comps for all Wireframes	4 days	Wed 6/18/14	Mon 6/23/14
Present Comps Round 1	1 day	Tue 6/24/14	Tue 6/24/14
Update Comps Round 1	2 days	Wed 6/25/14	Thu 6/26/14

Task Name	Duration	Start	Finish
Present Comps Round 2	1 day	Fri 6/27/14	Fri 6/27/14
Update Comps Round 2	2 days	Mon 6/30/14	Tue 7/1/14
Finalize & Submit Visual Comps	1 day	Wed 7/2/14	Wed 7/2/14
Milestone 4: Visual Comps Signoff	**1 day**	**Thu 7/3/14**	**Thu 7/3/14**
Functional Requirement Document	**7 days**	**Wed 6/18/14**	**Thu 6/26/14**
Create Functional Requirement Document	4 days	Wed 6/18/14	Mon 6/23/14
Present Functional Requirement Doc	1 day	Tue 6/24/14	Tue 6/24/14
Finalize & Submit Functional Requirement Doc	1 day	Wed 6/25/14	Wed 6/25/14
Milestone 5: Functional Requirement Doc Signoff	**1 day**	**Thu 6/26/14**	**Thu 6/26/14**
Infrastructure & Security Document	**4 days**	**Fri 5/30/14**	**Wed 6/4/14**
Infrastructure sizing and design	**1 day**	**Fri 5/30/14**	**Fri 5/30/14**
Review available infrastructure	1 day	Fri 5/30/14	Fri 5/30/14
Security Model	**2 days**	**Mon 6/2/14**	**Tue 6/3/14**
Review existing authentication and security structure	1 day	Mon 6/2/14	Mon 6/2/14
Create Security Model - Users, Groups, Roles and Responsibility Matrix	1 day	Tue 6/3/14	Tue 6/3/14
Milestone 6: Infrastructure & Security Document	**1 day**	**Wed 6/4/14**	**Wed 6/4/14**
System Security Documentation	1 day	Wed 6/4/14	Wed 6/4/14
Submit Infrastructure & Security Document	1 day	Wed 6/4/14	Wed 6/4/14
Technical Design Document	**14 days**	**Wed 6/25/14**	**Mon 7/14/14**
Technical Design	**12 days**	**Wed 6/25/14**	**Thu 7/10/14**
Template Requirements	4 days	Wed 6/25/14	Mon 6/30/14
Custom Application Requirements	4 days	Tue 7/1/14	Fri 7/4/14
Data Model	4 days	Mon 7/7/14	Thu 7/10/14
Milestone 7: Technical Design Document	**2 days**	**Fri 7/11/14**	**Mon 7/14/14**
Technical Design - Page templates, content presenter templates, page styles	1 day	Fri 7/11/14	Fri 7/11/14
Technical Design Document - For each Custom Modules	1 day	Mon 7/14/14	Mon 7/14/14
Submit Technical Design Documents	0 days	Fri 7/11/14	Fri 7/11/14
Test Case Documentation	**14 days**	**Wed 6/25/14**	**Mon 7/14/14**
Create Test Cases	10 days	Wed 6/25/14	Tue 7/8/14
Client Review - Test Cases	1 day	Wed 7/9/14	Wed 7/9/14
Update Test Cases	2 days	Thu 7/10/14	Fri 7/11/14
Milestone 8: Detailed Test Cases	**1 day**	**Mon 7/14/14**	**Mon 7/14/14**
Submit Test Cases	1 day	Mon 7/14/14	Mon 7/14/14
Development of Portal	**55 days**	**Tue 7/15/14**	**Mon 9/29/14**
Development and Unit Testing	**54 days**	**Tue 7/15/14**	**Fri 9/26/14**
Page Templates and Skin Development	8 days	Tue 7/15/14	Thu 7/24/14
Page Creation	8 days	Fri 7/25/14	Tue 8/5/14

Task Name	Duration	Start	Finish
CMS Configuration	10 days	Fri 7/25/14	Thu 8/7/14
Portal Design Development	**38 days**	**Wed 8/6/14**	**Fri 9/26/14**
Review Style Guide, IA, Technical Design documentation	3 days	Wed 8/6/14	Fri 8/8/14
Create Portal Skin based on Style Guide	5 days	Wed 8/6/14	Tue 8/12/14
Develop Page Templates	10 days	Wed 8/13/14	Tue 8/26/14
Develop Page Styles	12 days	Wed 8/13/14	Thu 8/28/14
Develop Content Presenter Templates	12 days	Wed 8/13/14	Thu 8/28/14
Build Portal Navigation	8 days	Wed 8/27/14	Fri 9/5/14
Application Taskflow Development	15 days	Wed 8/27/14	Tue 9/16/14
Taskflow Customization	8 days	Wed 9/17/14	Fri 9/26/14
Implement Work list component	8 days	Wed 9/17/14	Fri 9/26/14
Content Workflow Development	**22 days**	**Wed 8/6/14**	**Thu 9/4/14**
Configure Roles and Security Groups for Workflow	2 days	Wed 8/6/14	Thu 8/7/14
Create Workflows	8 days	Fri 8/8/14	Tue 8/19/14
Create Content Check-in Profile	4 days	Wed 8/20/14	Mon 8/25/14
Configure Content Metadata	4 days	Tue 8/26/14	Fri 8/29/14
Implementing Security, Integrating Access Manager with AD and DMS	4 days	Mon 9/1/14	Thu 9/4/14
Search engine, Security features, Survey/voting tools, email distribution	5 days	Fri 9/5/14	Thu 9/11/14
Template and Skin fine tuning	5 days	Fri 9/12/14	Thu 9/18/14
Integration with Payment/ PayPal	5 days	Mon 9/1/14	Fri 9/5/14
Integration With Other Systems	12 days	Mon 9/1/14	Tue 9/16/14
Integration and validation	5 days	Wed 9/17/14	Tue 9/23/14
Milestone 9- Development and Unit Testing	1 day	Wed 9/17/14	Wed 9/17/14
Deployment to Development Environment	**1 day**	**Mon 9/29/14**	**Mon 9/29/14**
Create Import bundle for Development Environment Deployment	1 day	Mon 9/29/14	Mon 9/29/14
Create Migration and Deployment Documentation	1 day	Mon 9/29/14	Mon 9/29/14
Validate and Deployment to Development Environment	1 day	Mon 9/29/14	Mon 9/29/14
Milestone 10- Development Environment Deployment Complete	1 day	Mon 9/29/14	Mon 9/29/14
Integration Testing	**19 days**	**Tue 9/30/14**	**Fri 10/24/14**
Execute Test Scripts - Round 1	7 days	Tue 9/30/14	Wed 10/8/14
Bug Fixing	5 days	Thu 10/9/14	Wed 10/15/14
Execute Test Scripts - Round 2	5 days	Thu 10/16/14	Wed 10/22/14
Bug Fixing	1 day	Thu 10/23/14	Thu 10/23/14
Milestone 11 - Integration Test Report	**1 day**	**Fri 10/24/14**	**Fri 10/24/14**

Task Name	Duration	Start	Finish
Integration Testing Report	1 day	Fri 10/24/14	Fri 10/24/14
Content Migration & Validation	20 days	Mon 10/27/14	Fri 11/21/14
Review Content Migration Strategy	2 days	Mon 10/27/14	Tue 10/28/14
Execute Content Migration	12 days	Wed 10/29/14	Thu 11/13/14
Content Validation and Testing	4 days	Fri 11/14/14	Wed 11/19/14
Content Migration to Production	2 days	Thu 11/20/14	Fri 11/21/14
Milestone 12 - Content Migration Complete	20 days	Mon 10/27/14	Fri 11/21/14
User Acceptance Testing	**18 days**	**Fri 10/24/14**	**Wed 11/19/14**
Deployment to QA Environment	**3 days**	**Fri 10/24/14**	**Wed 10/29/14**
Create Import bundle for QA Environment Deployment	1 day	Mon 10/27/14	Mon 10/27/14
Create Migration and Deployment Documentation	1 day	Tue 10/28/14	Tue 10/28/14
Validate and Deployment to QA Environment	1 day	Wed 10/29/14	Wed 10/29/14
Milestone 13 - QA Environment Deployment Complete	0 days	Fri 10/24/14	Fri 10/24/14
UAT	**15 days**	**Thu 10/30/14**	**Wed 11/19/14**
UAT by Client - Round 1	5 days	Thu 10/30/14	Wed 11/5/14
Bug Fixing	3 days	Thu 11/6/14	Mon 11/10/14
UAT by Client - Round 2	4 days	Tue 11/11/14	Fri 11/14/14
Bug Fixing	3 days	Mon 11/17/14	Wed 11/19/14
Milestone 14 - Integration Test Report	**1 day**	**Thu 10/30/14**	**Thu 10/30/14**
Integration Testing Report	1 day	Thu 10/30/14	Thu 10/30/14
Launched Project Products	**5 days**	**Mon 11/24/14**	**Fri 11/28/14**
Deployment to Production Environment	**3 days**	**Mon 11/24/14**	**Wed 11/26/14**
Create Import bundle for Production Environment Deployment	1 day	Mon 11/24/14	Mon 11/24/14
Create Migration and Deployment Documentation	1 day	Tue 11/25/14	Tue 11/25/14
Validate and Deployment to Production Environment	1 day	Wed 11/26/14	Wed 11/26/14
Milestone 15 - Production Environment Deployment Complete	0 days	Wed 11/26/14	Wed 11/26/14
Production Launch	**2 days**	**Thu 11/27/14**	**Fri 11/28/14**
Preparation for Launch - Staff availability	1 day	Thu 11/27/14	Thu 11/27/14
Launch to Production	1 day	Fri 11/28/14	Fri 11/28/14
Milestone 16- Completed Production Launch	0 days	Fri 11/28/14	Fri 11/28/14
Training & Knowledge Transfer	**11 days**	**Thu 11/20/14**	**Thu 12/4/14**
Evaluate Training requirement	2 days	Thu 11/20/14	Fri 11/21/14
Prepare Training Manual and Documentation	5 days	Mon 11/24/14	Fri 11/28/14
Schedule training session as required	1 day	Mon 11/24/14	Mon 11/24/14
Training for executives, system administrator and top management	3 days	Tue 11/25/14	Thu 11/27/14

Task Name	Duration	Start	Finish
Knowledge Transfer & Code Hand Over for Development Team	**8 days**	**Tue 11/25/14**	**Thu 12/4/14**
Update Technical Design Documentation	3 days	Tue 11/25/14	Thu 11/27/14
Training Sessions : Development Team (5 days)	5 days	Fri 11/28/14	Thu 12/4/14
Milestone 17- Knowledge Transfer Complete	0 days	Thu 12/4/14	Thu 12/4/14
Post Go -Live Support(90 Days)	**90 days**	**Mon 12/1/14**	**Fri 4/3/15**
Milestone 18 - Support(90 Days- Post –Go-Live) Completed	90 days	Mon 12/1/14	Fri 4/3/15

Note: The start date on work plan is used only for demonstrative purpose to arrive at estimated project duration.

3.5 Assumptions

(A) 3Di is expecting City of Las Vegas staff in various stages of project execution as mentioned below-

- City staff will be required to help our team in understanding of the existing system during Requirement Analysis and System Design Phase. City will also appoint one project manager during the execution of the project.
  City will make available their subject matter experts as and when required during the project execution.
- State provided staff will be required to review and signed off the deliverables on every miles stone.
- City Staff will be available to test the application during UAT.
- The City's technical staff will be available for any assistance during the entire Go-live phase

(B) Temporary facilities for onsite staff:

During the course of project, we may have 1-3 staff members' present onsite. A shared office space (desks) for our on-site staff would make it much easier for our staff to work closely with stakeholders. The staff members would also require intranet and internet access.

(C) VPN access during development, testing and deployment:

During the course of the project City will allow VPN access to the development and test environments for our offsite team members.

(D) Content Migration/ Knowledge Transfer/Other:

- We have considered that Content migration from RedDot to WebCenter Content server will be responsibility of 3DI. However, the cost will be adjusted in case City staff is also involved in the migration effort.
- The RedDot Content Repository will be made available before the start of the Migration process.
- The City will provide adequate resources from their respective IT departments to collaborate and make timely decisions.

- Knowledge transfer on application functionality will happen based on mutual agreement between City and 3Di.

(E) Infrastructure/Environments are available with City:

- 3Di has not provided any Software licensing cost and hardware cost assuming that all the Infrastructure/environments [Development/ Test/ Production] are available with city of Lost Vegas and will be ready at the time of deployment. All required software's are installed/ setup in environments [Development/ Test/ Production].

Section 4 - Pricing

3Di is proposing to provide the services requested in RFP No. 140099-RH for website redesign implementation services for an all-inclusive cost of US $ 460,408.00 (US Dollar Four Hundred Sixty Thousand Four Hundred Eight only). 3Di's offer is a firm fixed price offer.

The following is the task wise break up of cost according to work plan provided in our proposal:

Task No/ Milestone	Description	Resource Type	No of Resources	Total No of Hours	Rate	Total
0	Project Management Tasks	On-Site Project Manager	1	1,144	$160	$183,040
		Off-Site Project Manager	1	572	$50	$28,600
1	Submit Project Management Plan	On-Site Project Manager	1	40	$160	$6,400
2	High Level Business Requirement Document	User Experience Architect	1	72	$160	$11,520
		Business Analyst	1	72	$160	$11,520
3	Wire Frames Completion	User Experience Architect	1	96	$160	$15,360
		Business Analyst	1	96	$160	$15,360
4	Visual Comps Signoff	UI Designer	1	84	$50	$4,200
		User Experience Architect	1	16	$160	$2,560
5	Functional Requirement Document	Business Analyst	1	32	$160	$5,120
		User Experience Architect	1	28	$160	$4,480

6	Infrastructure & Security Document	Infrastructure Architect	1	28	$160	$4,480
7	Technical Design Document	Technical Lead	1	112	$50	$5,600
		Sr. Software Developer	1	96	$42	$4,032
		Technical Architect	1	96	$50	$4,800
8	Detailed Test Cases Documentation	Quality Analyst Lead	1	112	$42	$4,704
		QA Analyst	1	96	$37	$3,552
9	Development and Unit Testing	Technical Lead	1	432	$50	$21,600
		Sr. Software Engineer	3	1296	$42	$54,432
		Quality Analyst	1	432	$37	$15,984
		UI Designer	1	56	$50	$2,800
10	Development Environment Deployment Complete	Sr. Software Developer	1	8	$42	$336
11	Integration Testing & Test Report	Quality Analyst Lead	1	104	$42	$4,368
		Quality Analyst	2	200	$37	$7,400
		Sr. Software Developer	2	96	$42	$4,032
12	Content Migration	Quality Analyst	2	320	$37	$11,840
13	QA Environment Deployment Complete	Sr. Software Developer	1	24	$42	$1,008
14	UAT & Integration Test Report	Quality Analyst Lead	1	56	$42	$2,352
		Quality Analyst	2	96	$37	$3,552
		Sr. Software Developer	2	96	$42	$4,032
		Technical Lead	1	48	$50	$2,400
15	Deployment to Production Environment	Sr. Software Developer	1	24	$42	$1,008
16	Complete Production Launch	Sr. Software Developer	1	8	$42	$336
17	Training & Knowledge Transfer	Technical Lead	1	152	$50	$7,600
18	Post Go-Live Support (90 Days)	3Di Support Team			$0	$0
Total Cost						$460,408

Note:

1. Project Management task (Task # 0) represents project management functions that will be performed through out the duration of the project.
2. The project management task (Task # 0) does not include any effort estimates for Preparation and submission of detailed project plan (Task # 1).

Section 5 - Exceptions to the RFP or Sample Contract

3Di has reviewed the "Sample Contract" provided with RFP documents and has no exceptions to terms and conditions set forth in the "Sample Contract". 3Di would like to state that, if awarded, it would accept and comply with all the terms, conditions and all the provisions contained in the "Sample Contract" provided with RFP No. 140099-RH titled Website redesign Services.

THANK YOU!

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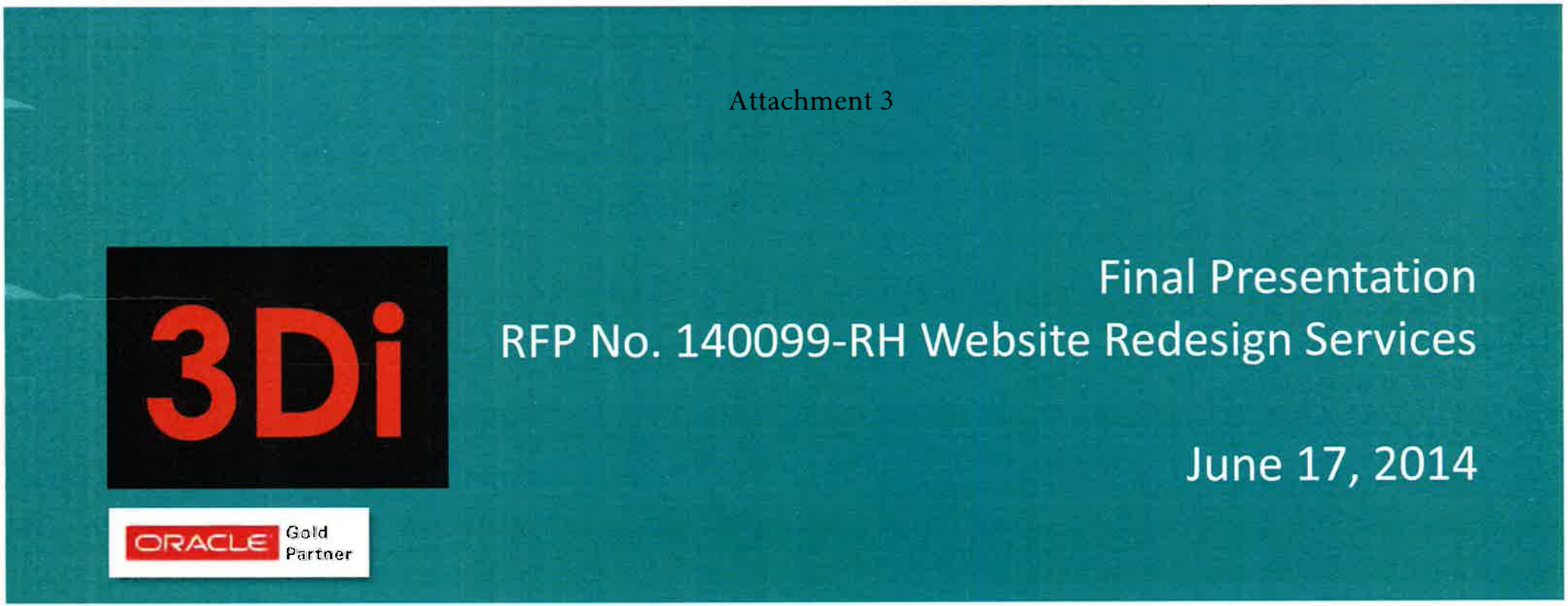
Web: www.3disystems.com

Oracle Excellence Award for Specialized Partner of the Year– Public Sector, North America - 2013
Oracle Specialized – WebCenter Portal, WebCenter Content, SOA - 2013
Oracle Innovation Award - WebCenter – 2012
Oracle Top Partner – 2012, 2013
Oracle Public Sector E2.0 Pillar Partner – 2012, 2013
Oracle Gold Partner – Since 2011

Attachment 3



Oracle Excellence Award for Specialized Partner of the Year– Public Sector, North America - 2013
Oracle Specialized – WebCenter Portal, WebCenter Content, SOA - 2013
Oracle Innovation Award - WebCenter – 2012
Oracle Top Partner – 2012, 2013, 2014
Oracle Public Sector E2.0 Pillar Partner – 2012, 2013, 2014
Oracle Gold Partner – Since 2011

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Agenda

- Introductions
- Company Team
- Work Plan
- Company vs. City Roles & Responsibilities
- Migration Strategy
- Creative Capabilities
- Justification of Proposed Pricing
- Q&A

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3Di

Introductions

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3Di

Offices

- USA, India

Partners

- Oracle
- Microsoft
- IBM

Certifications

- ISO 9001

Awards & Recognitions

- 2013 Oracle Partner of the Year, North America
- Oracle Fusion Middleware Innovation Award 2012 for LADWP WebCenter Portal
- Innovation in Government Award, Harvard University, Kennedy School of Government for Los Angeles Housing Department CRIS System
- Certificate of Appreciation, Los Angeles County Department of Children & Family
- Certificate of Appreciation, Los Angeles Housing Department
- Certificate of Appreciation, City of Los Angeles

Public Sector

- City of Los Angeles
- Los Angeles Department of Water & Power
- Los Angeles Department of Building and Safety
- Los Angeles Bureau of Sanitation
- Los Angeles Housing Department
- Los Angeles World Airports Authority
- Los Angeles Unified School District
- Los Angeles Office of Mayor
- Los Angeles Department of Public Works
- Lost Angeles Information Technology Agency
- City of El Monte
- City of Bell Gardens
- City of South El Monte
- County of Los Angeles
- Los Angeles County Sheriff Department
- Los Angeles County Department of Health Services
- Los Angeles County Office of Assessor
- Los Angeles County Department of Public Works
- Orange County
- Orange County Department of Transportation
- Seattle City Light
- El Paso County, Colorado
- State of Alaska, Retirements and Benefits
- US Department of Justice, Sentencing Commission
- United States Sentencing Commission
- National Academy of Sciences

Commercial

- City of Hope
- Medtronics
- Price Waterhouse Cooper
- Trimble
- IBM
- Ernst & Young
- Deloitte Consulting
- Fujitsu PST
- Marubeni
- Nissan Motor Company
- Sony
- MMG
- Marubeni
- Yazaki

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Systems Integration

- Oracle application integration
- SOA
- Identity Management
- SaaS/Cloud based systems
- Open Source Solutions (OSS)
- IBM Solutions
- Microsoft Solutions

Consulting

- Software Development Life Cycle
- System Architecture & Design
- Project Management
- Oracle: (Web Center, FMW, UCM, Siebel Application, Siebel, WebLogic, OBIEE, ADF, OAF, IDM, SOA, BPM, ADF-Mobile)
- GIS (ESRI, Oracle, Google)
- Quality Assurance and Testing
- Infrastructure
- Networking

Application Dev.

- Web 2.0 Portal, Rich Internet Apps, Desktop Apps
- Web Experience
- Mobile Apps (iPhone, Android, Windows Mobile)
- Business Intelligence (Data Integration, Dashboards, Reports, Alerts, Real-time)
- Content Management (Web Content, Document Management, Digital Assets, Information Rights)
- Java EE, Web Service
- Siebel Apps

Infrastructure

- SaaS deployment
- Managed Services
- Network Security
- Help Desk
- Remote Support
- Extended Development Center

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3Di

- **3Di is Oracle Gold partner**
- **3Di is Oracle Public Sector E2.0 Pillar Partner**
- **3Di was the first partner in the world to Go-Live with a WebCenter project**
- **2012 Oracle Fusion Middleware WebCenter Innovation Award**
- **2013 Oracle Excellence Award – Specialized Partner of the Year – Public Sector – North America**
- **Specializations: WebCenter Portal, WebCenter Content, SOA, BPM, Siebel**
- **Oracle Products**
  - Oracle Fusion Middleware 11g (OVD, OAM, OID)
  - SOA Suite 11g, Oracle Service Bus & JCAPS
  - Oracle BPM Suite
  - WebCenter Suite 11g – Portal, Content, Sites
  - WebLogic Suite 11g
  - Identity Management 11g
  - Jdeveloper 11g
  - BI Publisher
  - OBIEE
  - Siebel 8.2
  - Oracle Utilities Suite (CC&B, MDM)
  - Oracle Database 11g, RAC

ORACLE Gold Partner

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About 3Di – Oracle Capabilities

ORACLE Gold Partner

- **Capabilities**
  - Web Portal Development/User Experience
  - Business Process/Workflow Management
  - Web Content Management, Digital Asset Management
  - System Architecture & Design
  - Systems Integration
  - Identity management
  - Application Development (Java, ADF)
  - Business Intelligence
  - Siebel Application Development
  - Document Management
- **Other**
  - Oracle trained engineering team (WebCenter, SOA, BPM)
  - Oracle Certified (WebCenter, SOA, BPM)
  - Experience working with Oracle A-Team
  - Oracle University Reseller

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Company Team

(for Las Vegas Website Redesign Project)

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Project Team = 3Di team + Las Vegas team

- Project teams
  - Project Implementation
  - Project Management
  - Project Governance

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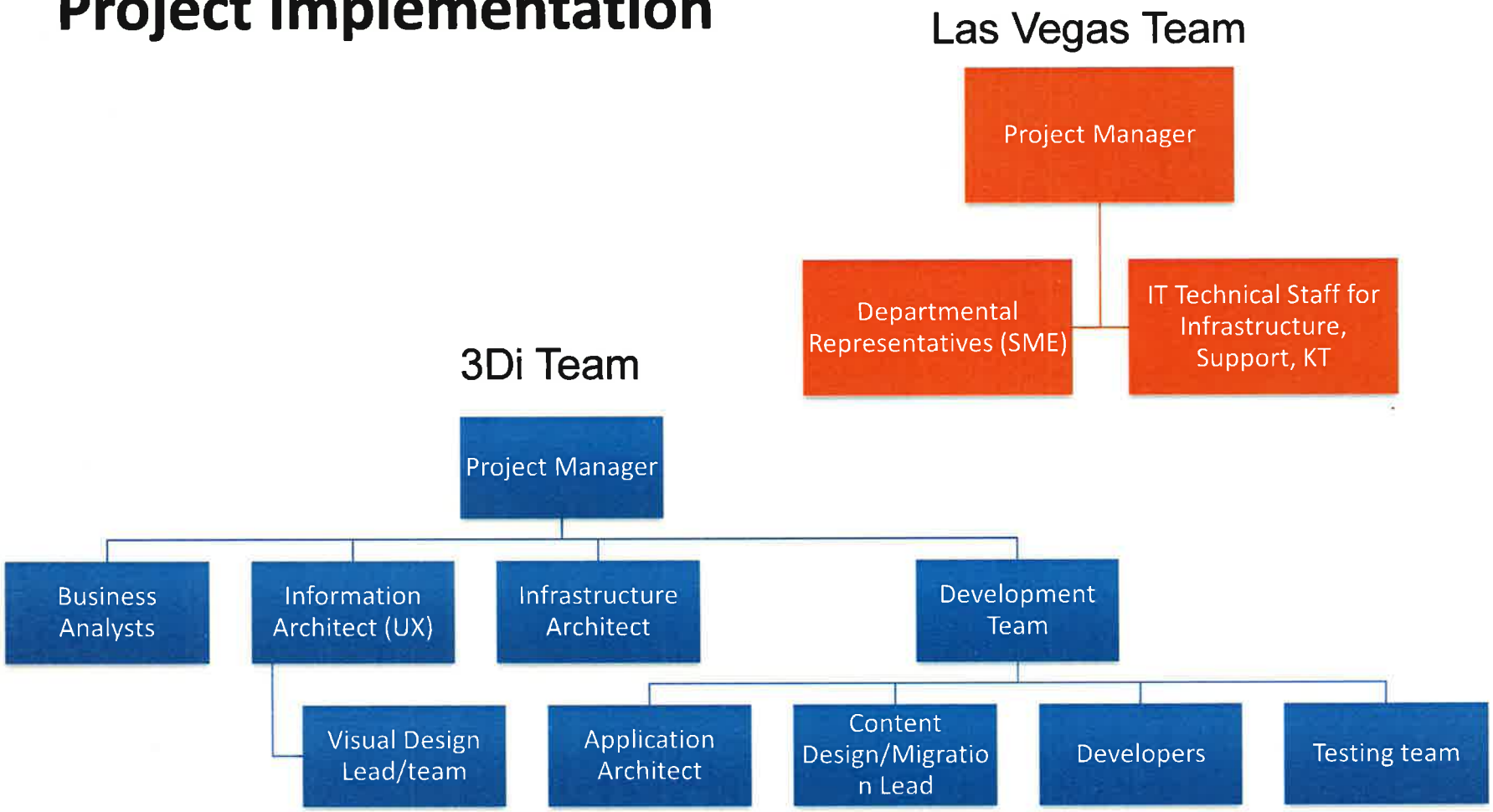
Project Implementation



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Project Governance Team

Rajiv Desai, CEO	Monthly
Mihir Desai, VP Operations	Weekly
Manoj Welinkar, Project Manager	Daily

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Key Members of the Project Team (3Di)

- Steering Committee: Rajiv Desai, CEO
- Program Committee: Mihir Desai, VP Operations
- Account Executive: Carlos Culebro
- Project Manager: Manoj Welinkar
- Information Architect: Brett Franklin
- Infrastructure Architect: Michael Kramer
- Visual Design lead: Nishith Panchal
- Application Architect: Amit Brahmbhatt
- Content/Migration Lead: Pranab Das

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Work Plan

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Scope

- Initial assessment of current website and customer requirements
- Develop Design options for Web Portal
  - Focus Groups
  - Information architecture
  - Visual design
- Prepare Development, Test and Production environments for Web Portal Development, Testing & Deployment
- Develop Web Portal
- Migration of content/data
- Deploy Web Portal
- Training, Knowledge Transfer & Handover

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Implementation Approach

Activity	Deliverables
Initial Assessment • Develop project plan • Focus group preparation	• High level requirements • High level project plan • Features & functionality matrices • Preparation & Materials for conducting Focus groups
Web Portal Design • Conduct Focus Groups • Develop Wireframes & Visual Design • Gather use cases and requirements	• Detailed Requirements Document • Information Architecture (Taxonomy, Wireframes) • Visual Design options finalized • Work flows for use cases finalized • Detailed design documents
Technical Design & Infrastructure • Infrastructure Setup • Technical design of web portal application	• Infrastructure stand up (Dev, Test, Prod) • Systems Design finalized • Wireframe, Graphics finalized
Web Portal Development	• Final web portal ready for UAT
User Acceptance Testing & Go Live	• Documentation & Training plan • Go-Live
Post Go-Live Training, Knowledge Transfer & 90 days support	• Training documentation • Handover documentation

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Work Plan

Step 1: Kick Off Process

Following are typical activities for the Kick-off process.

- Kick-off planning: (led by project management team)
  - Discuss project expectation, constraints, minimum requirements
  - Discuss project team, management and governance
  - Project Administration (contracts, sign-offs, invoicing, sign-offs)
  - Discuss changes since RFP
- Kick-Off meeting: (include all stake holders)
  - Introduce the project team
  - Present project implementation process
  - Present project management process including tools used by the team
  - Present initial project timeline (to be revised after requirements phase)
  - Project Governance

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Work Plan

Step 2: Investigation, Requirements Definition & System Design

Understand the city's vision and the aspirations of various stake holders through focus groups & meetings with stakeholders. Capture the requirements and define the scope.

Deliverables

- System Requirements Document
- Use Case Document
- Feature Functionality Matrix
- Functional Design Document

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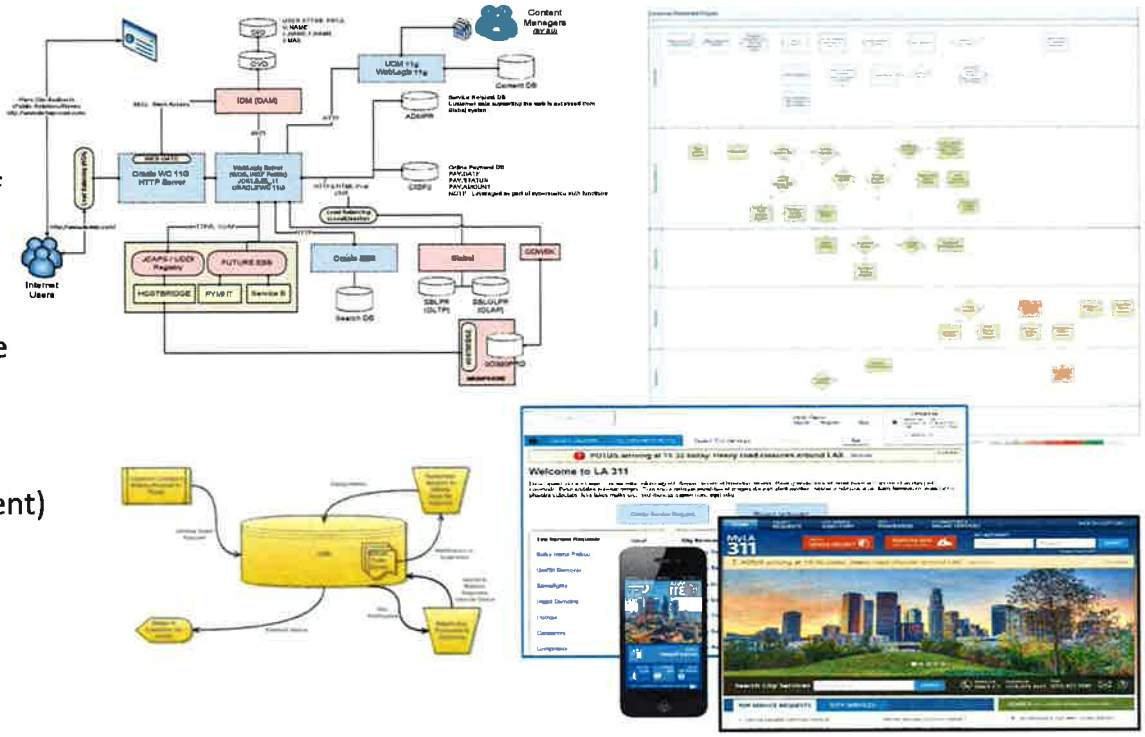
Work Plan

Step 3: System Architecture & Design

Develop the information architecture, visual design, system architecture, application design, integration design, content architecture, workflows diagrams.

Deliverables

- Features & Content Matrix
- Site Map
- Wireframes for templates &Creative Brief
- Visual design mockups for templates
- Source files for final design templates
- Annotated web-based clickable prototype
- Requirements & specification document
- Detailed project implementation plan
- Migration approach (RedDot to WC Content)
- Infrastructure & software report
- Technical architecture document
- System Design Document



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Work Plan

Step 4: Website Development

Implementation of development, test and production environment.
Development of website and systems integration based on design in Step 3.

Deliverables

- Complete documented source code
- Third party binary libraries
- Documentation including release notes and implementation details

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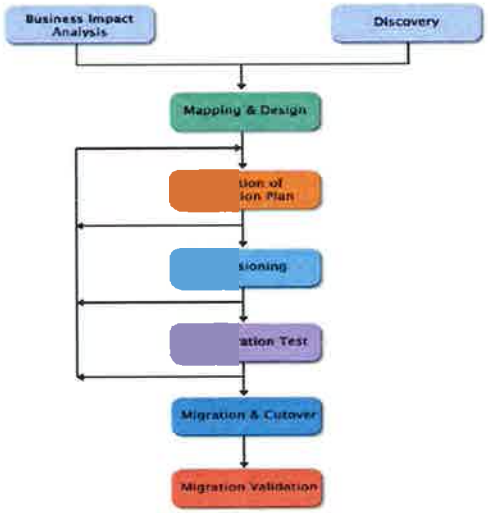
Work Plan

Step 5: Data Migration & Data/Database Conversion

RedDot to WebCenter Content content/data migration.

Deliverables

- Migrate data per migration approach in Step 3



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Work Plan

Step 6: Testing

Develop test cases. Extensive automated/manual testing:

- Functional testing
- Integration testing
- Load/performance testing

Deliverables

- Test Cases Document
- Test Reports
- Load Test Reports

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Work Plan

Step 7: UAT (User Acceptance Testing)

- Complete application will be provided in QA/Test environment to customer for UAT with test cases.
- All bugs/defects found during UAT will be added to issue tracker for assigned bug/defect resolution.
- 3Di will provide all necessary support to conduct successful UAT.

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Work Plan

Step 8: Production Implementation / Go-Live / Training

- 3Di will provide customer with training and documentation for implementation of the application on production servers.
- 3Di will shadow the process of implementation on production servers.
- Production testing:
  - Installation test
  - Performance, load & stress test
  - Accessibility & Security test
  - Functionality and API test

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Work Plan

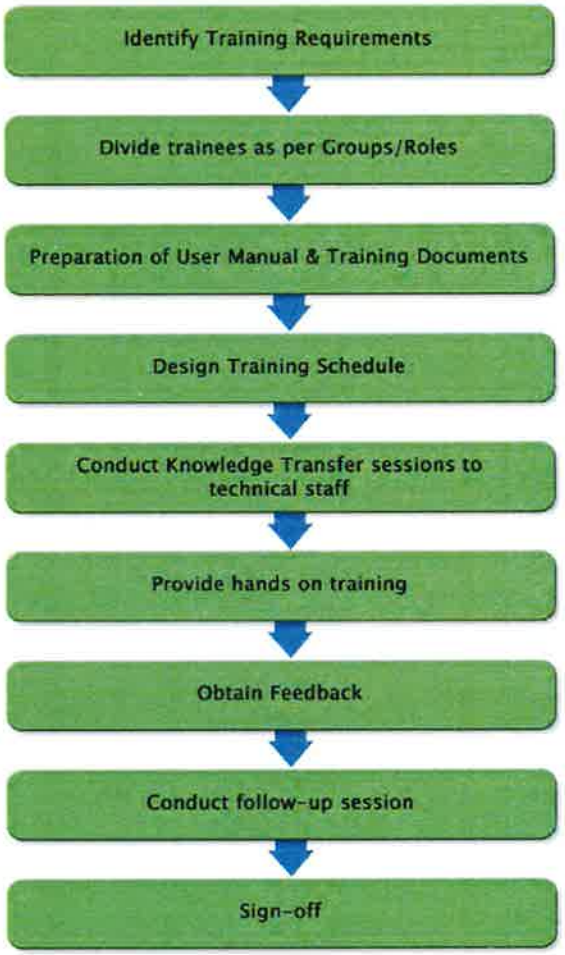
Step 9: Knowledge Transfer

Knowledge transfer is an ongoing process that begins with the Kick-off. At all stages, we will provide complete access to all documentation and implementation details.

Post Go-Live, 3Di will finalize all documentation including user manuals, source code, configuration details, training manuals, workflows etc. per the final system configuration.

Deliverables:

- End User Document
- Implementation Training Document
- Technical Support Document
- System Administration Document



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Project Schedule (Milestones)

Milestone No	Milestone Name	Milestone Date
1	Kick Off Meeting	Fri 8/1/14
2	Submit Project Management Plan	Fri 8/6/14
3	High-level Business Requirement Document Signoff	Wed 8/20/14
4	Wireframes Signoff	Mon 9/8/14
5	Functional Requirement Doc Signoff	Wed 9/17/14
6	Visual Comps Signoff	Wed 9/24/14
7	Infrastructure & Security Documentation	Tue 8/26/14
8	Technical Design Document Signoff	Fri 10/3/14
9	Test Case Documentation Signoff	Fri 10/3/14
10	Development of Portal	Fri 12/19/14
11	Integration Testing	Thu 1/15/15
12	Content Migration & Validation	Thu 2/12/15
13	User Acceptance Testing (UAT)	Tue 2/10/15
14	Production Launch	Thu 2/19/15
15	Training & Knowledge Transfer	Wed 2/25/15
16	Post GO-Live Support (90 days)	Fri 5/19/15

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Roles & Responsibilities

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Roles/Responsibilities by stage of project

Project Stage	3Di Roles & Responsibilities	Las Vegas Roles & Responsibilities
Kick-off	• Identify/mobilize project team • Kick-off material preparation • Kick-off Presentation	• Identify/mobile project team & stakeholders • Logistics • Approval of Kickoff-material • Kick-off Presentation
Initial Assessment (requirements gathering)	• Engage IA architect, Business Analysts • Focus group planning	• Coordinate requirements gathering sessions • Liaise with business and other city users • Approval/Signoff System Requirements
System Architecture & Design	• Focus Groups • Requirements gathering • Infrastructure Assessment • UX Design	• Manage availability of stake holders • Provide information and access to systems/network (Current content systems on Red Dot, website, databases) via VPN, Active Directory, etc. • Provide logistics for focus groups • Approval/Signoff Architecture, Technical Design, UX
Web Portal Development	• Installation of software and configuration of dev and test environments. • Development of the systems • Integration	• IT group to work with 3Di for Dev/Test implementation • Content sources to provide necessary content for website • Availability of systems that need to be integrated (Identity management, SOA, GIS, web services)

Roles/Responsibilities by stage of project

Project Stage	3Di Roles & Responsibilities	Las Vegas Roles & Responsibilities
Data Migration	• WebCenter Content installation • Migration testing • Migration of content/data, validation	• System Provisioning support
Testing	• Detailed system testing on Dev/Test servers	• Testing data
UAT	• Provision test servers and install application on test server • Support customer for UAT (provide test cases, test procedures)	• Identify and schedule UAT team • Conduct UAT • Log bugs/defects
Production Implementation (Go-Live)	• Support customer to prepare production environment • Conduct production testing (performance, security, stress, functional)	• Prepare production environment • Install application in production environment • Support production testing • Go-Live communication
Knowledge Transfer, Support	• Provide documentation, manuals for systems • Provide training to customer on new system • Fix all bugs/defects found during support period	• Prepare and deploy adequate resource to transition ongoing application development, deployment, support • Train end users

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General responsibilities of the City

- Assign dedicated project management team
- Responsible for all necessary software licenses, hardware infrastructure required for the project
- Coordinate availability of city stake holders including focus group participants.
- Coordinate availability of content for the website
- Support & coordinate UAT
- Provide access to systems and infrastructure through VPN.
- Train staff for using issue/defect/bug tracking system
- Train staff in project technologies (WebCenter Portal, WebCenter Content, Axure, WebLogic, Oracle EM, Oracle DB)
- Timely signoffs and invoice processing
- Oversight and alignment with other related initiatives in the city

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Detailed roles & responsibilities with detailed project plan

2.1.2 External Focus Groups

Contractor shall develop questions and recruit LADWP customers for thirty (30) focus group sessions. The focus groups shall represent English and Spanish speaking Residential, Commercial, and Neighborhood Council groups for an initial assessment of the existing Website and desired enhancements for a utility service website. In addition, focus groups may include representatives from local university computer science and communications departments, Chamber of Commerce, City of Los Angeles Departments, and environmental nongovernmental organizations. The focus groups shall be a blend of hands-on sessions and discussion sessions. The Contractor shall conduct the sessions and provide a detailed report giving concrete recommendations and analysis based on customer input.

Deliverables:

1. 30 focus groups with two questionnaire types
2. Detailed and summary results with statistics and participant remarks
3. Contractor commentary on Focus Group results
4. Document detailing input to the information architecture/creative brief

Contractor Responsibilities:

1. Contractor will source participants for this round of focus groups working with an externally contracted Market Research company for the purpose.
2. Market Research firm's training rooms will be available for up to ten participants and three focus group coordinators, plus two LADWP staff.
3. Market research firm will provide training room staff to be on hand to support the focus groups.
4. It is intended that questionnaires will be constructed and conducted using *SurveyMonkey.com* to collect and generate real-time statistical results.
5. Audio recording will not be done, unless requested by LADWP for their records.
6. Focus groups questionnaires designed for consumers will also be suitable for businesses/ representatives from organizations.
7. Focus groups questionnaires will be available in two languages, English and Spanish, both online for immediate data entry by the participant and offline as a printed questionnaire for those who prefer not to input their responses directly. Focus group staff will support participants with sensitivity.

LADWP Responsibilities:

1. LADWP will provide access to its customer database for the purpose of analysis, segmentation and participant recruitment.
2. LADWP staff will want to attend a sample of the focus groups

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3Di

Migration Strategy

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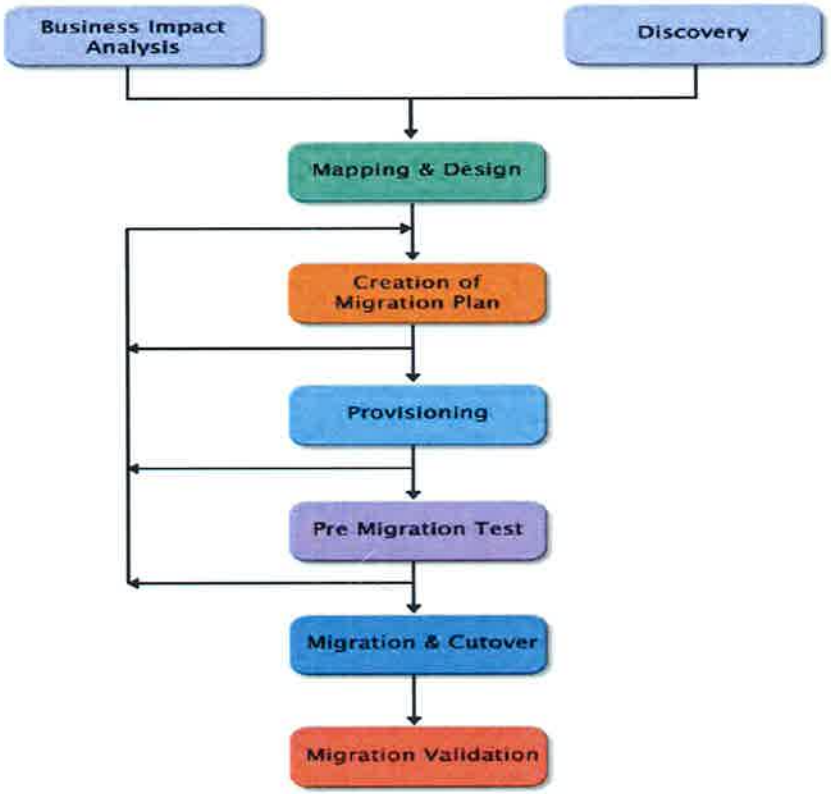
Migration of Content & Data from RedDot to WC Content

- Assess the migration requirements including business impact
- Develop migration approach
  - Content architecture in WC Content
  - Mapping
  - Pre-Migration testing
- Migration Plan
  - Integrate with master project plan
- Provisioning of WC Content for migration
- Migration & Cutover
- Migration Validation



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Creative Capabilities

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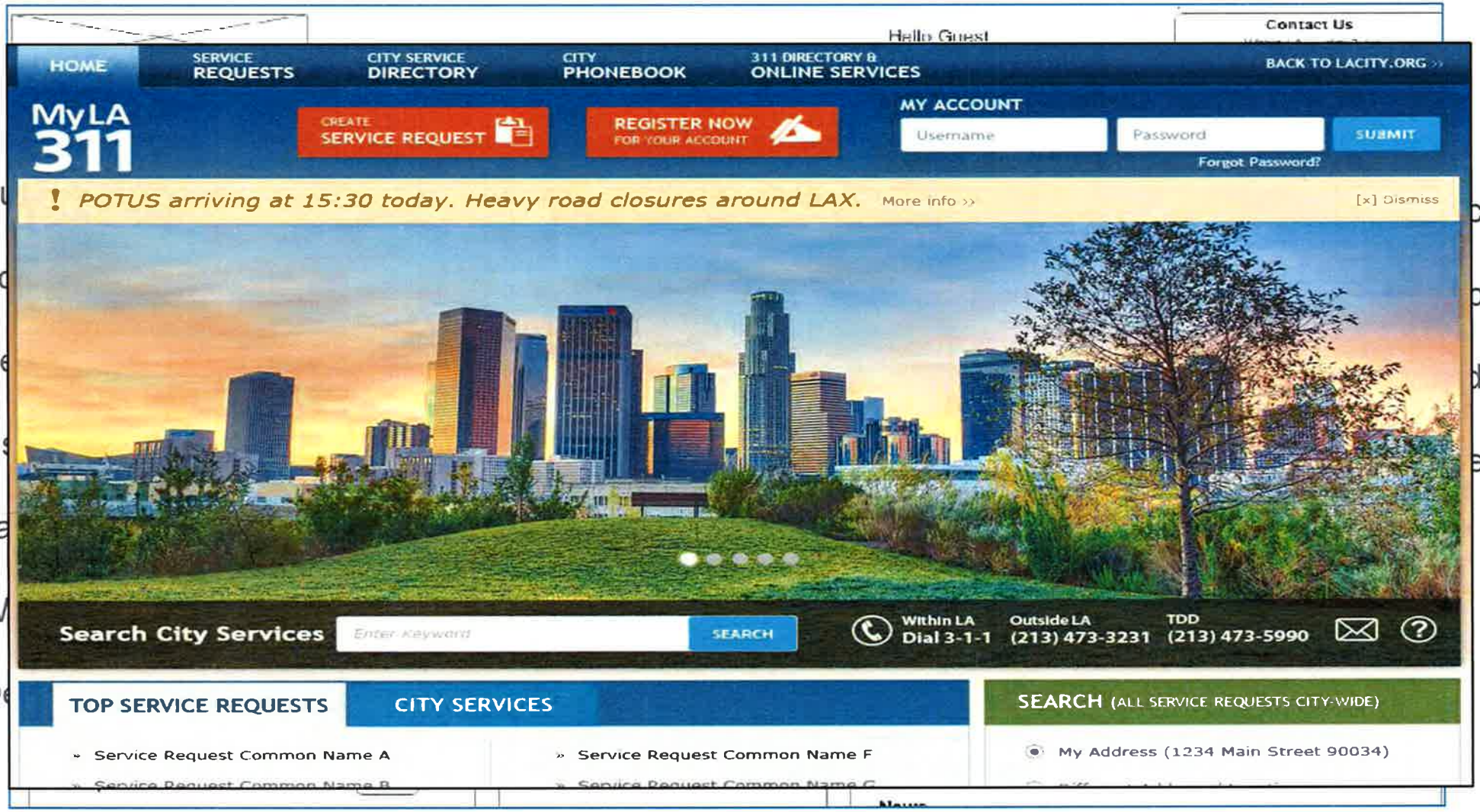
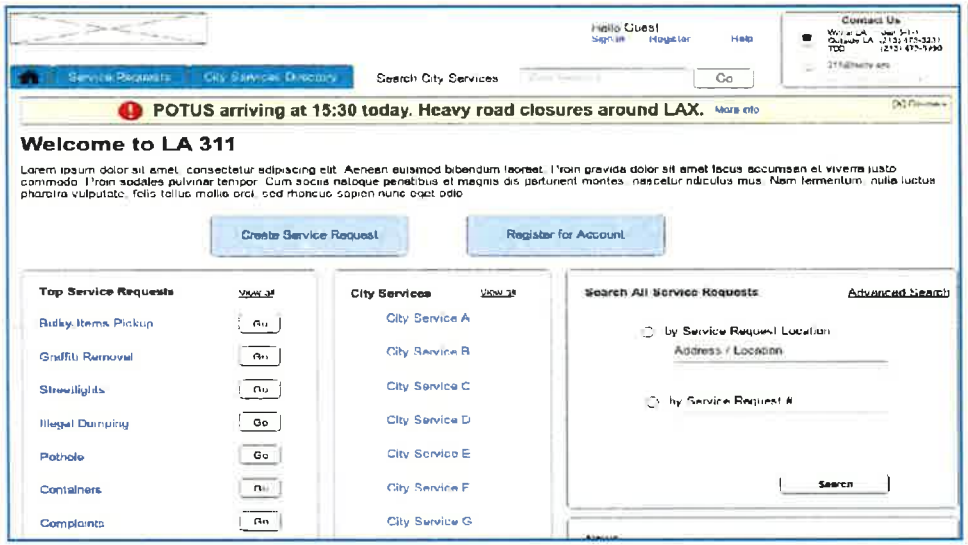
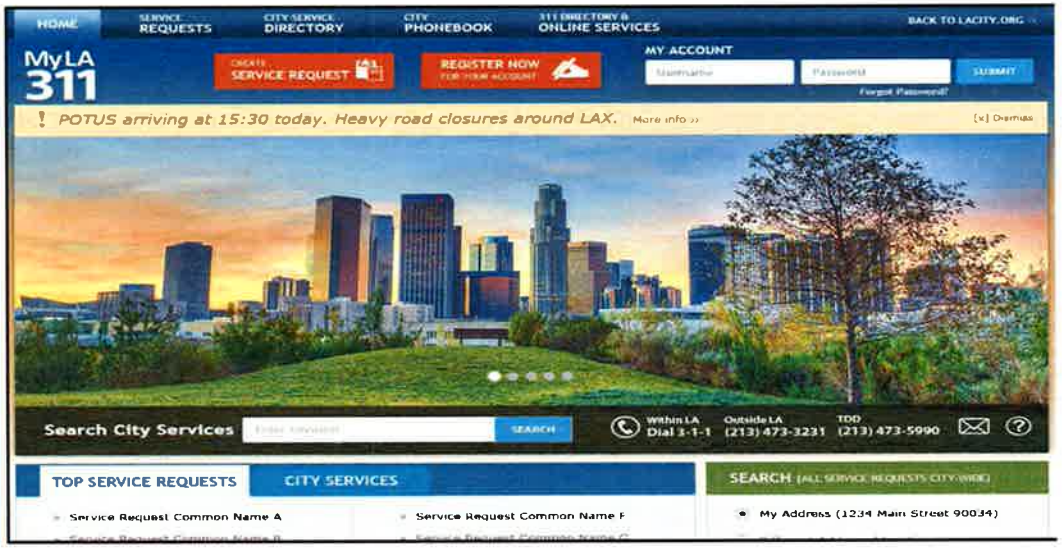

Hello Guest
Contact Us
HOME
SERVICE REQUESTS
CITY SERVICE DIRECTORY
CITY PHONEBOOK
311 DIRECTORY & ONLINE SERVICES
BACK TO LACITY.ORG
MyLA 311
CREATE SERVICE REQUEST
REGISTER NOW FOR YOUR ACCOUNT
MY ACCOUNT
Username
Password
SUBMIT
Forgot Password?
POTUS arriving at 15:30 today. Heavy road closures around LAX.
More info
[x] Dismiss
Search City Services
Enter Keyword
SEARCH
Within LA Dial 3-1-1
Outside LA (213) 473-3231
TDD (213) 473-5990
TOP SERVICE REQUESTS
CITY SERVICES
Service Request Common Name A
Service Request Common Name F
SEARCH (ALL SERVICE REQUESTS CITY-WIDE)
My Address (1234 Main Street 90034)

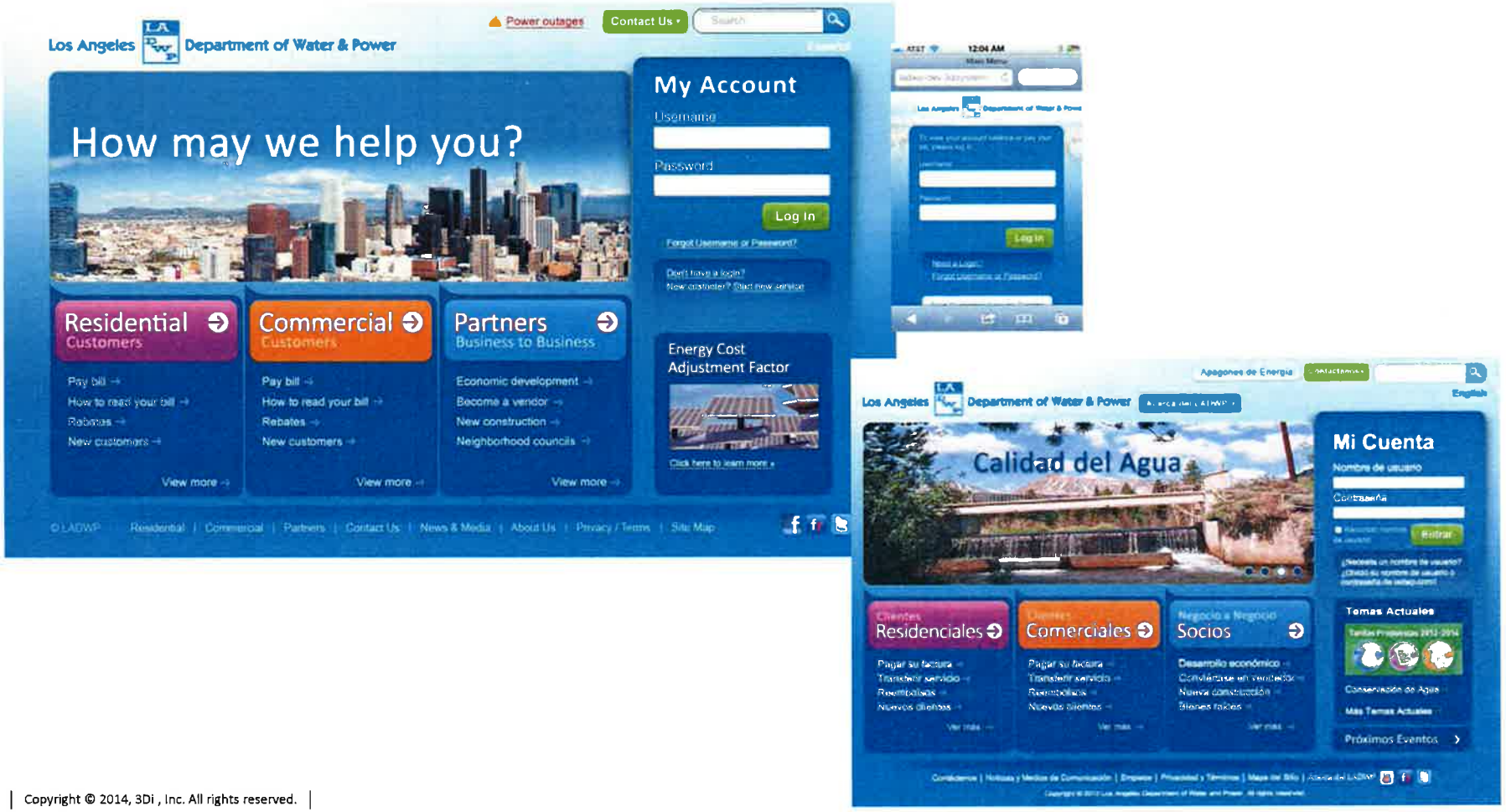
Sample wire frame & comp from MyLA





Visual Designs for MyLA

Los Angeles Department of Water & Power



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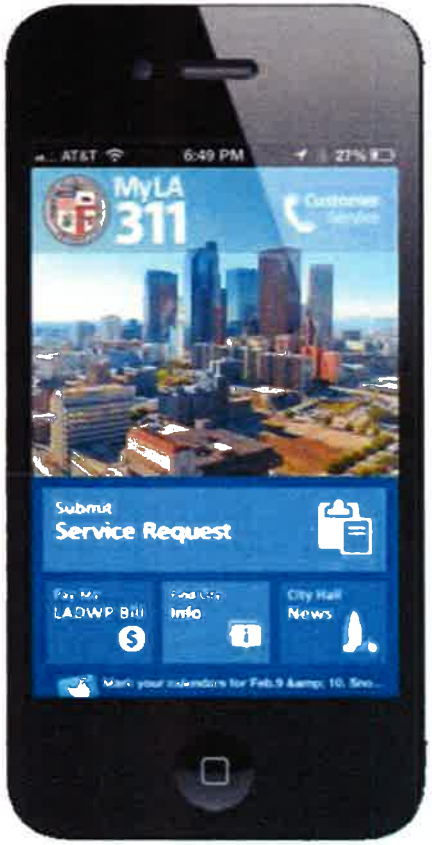
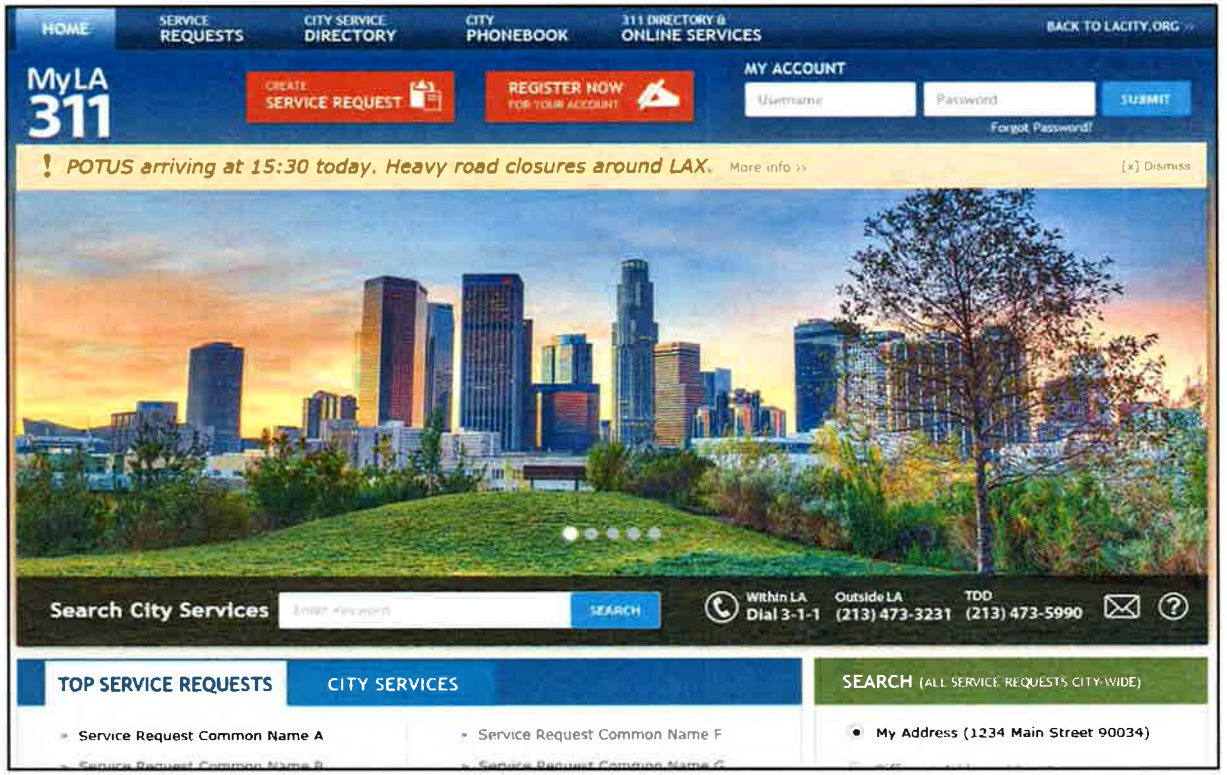
The City of Los Angeles





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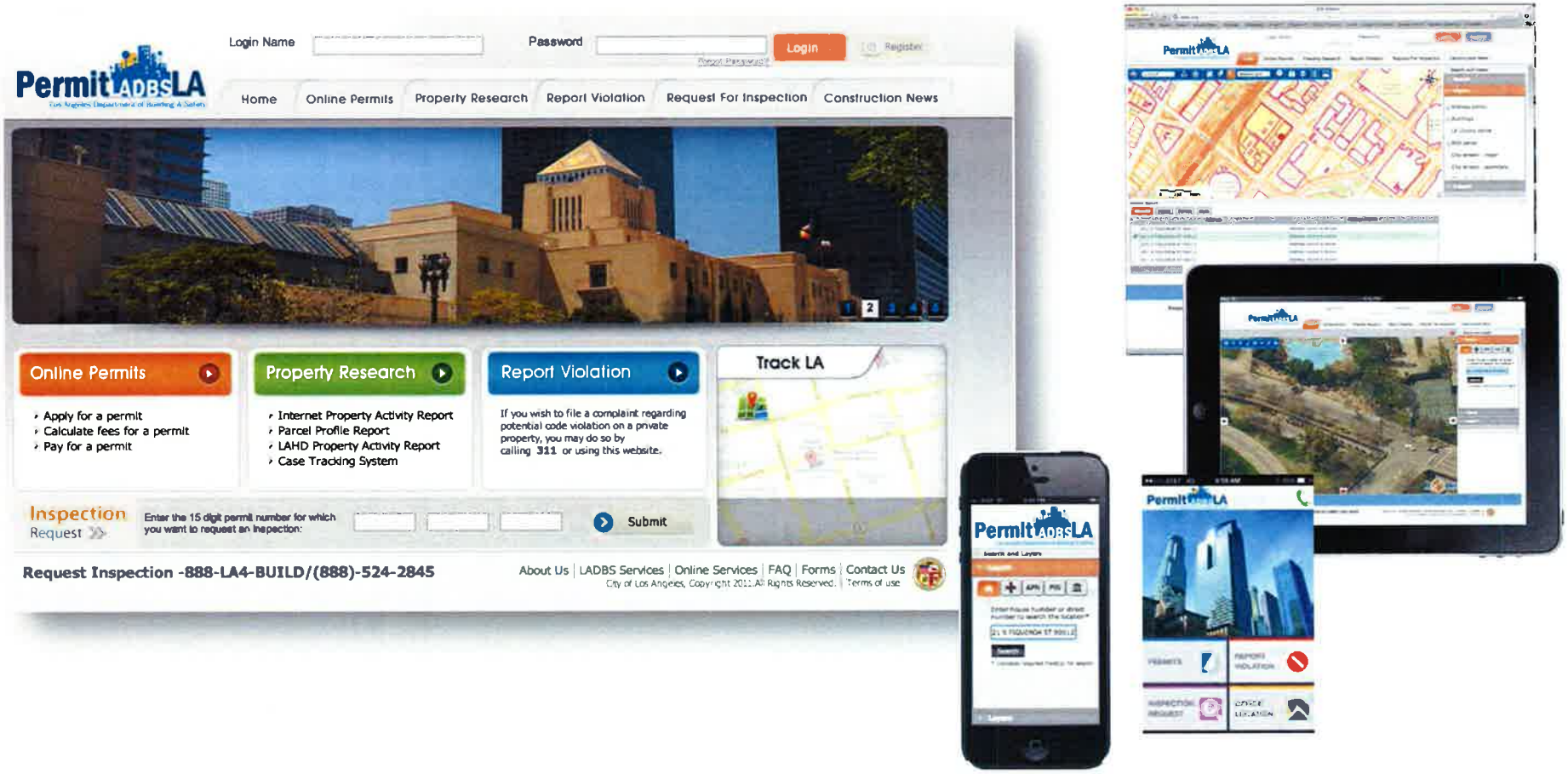
Los Angeles Department of Building & Safety



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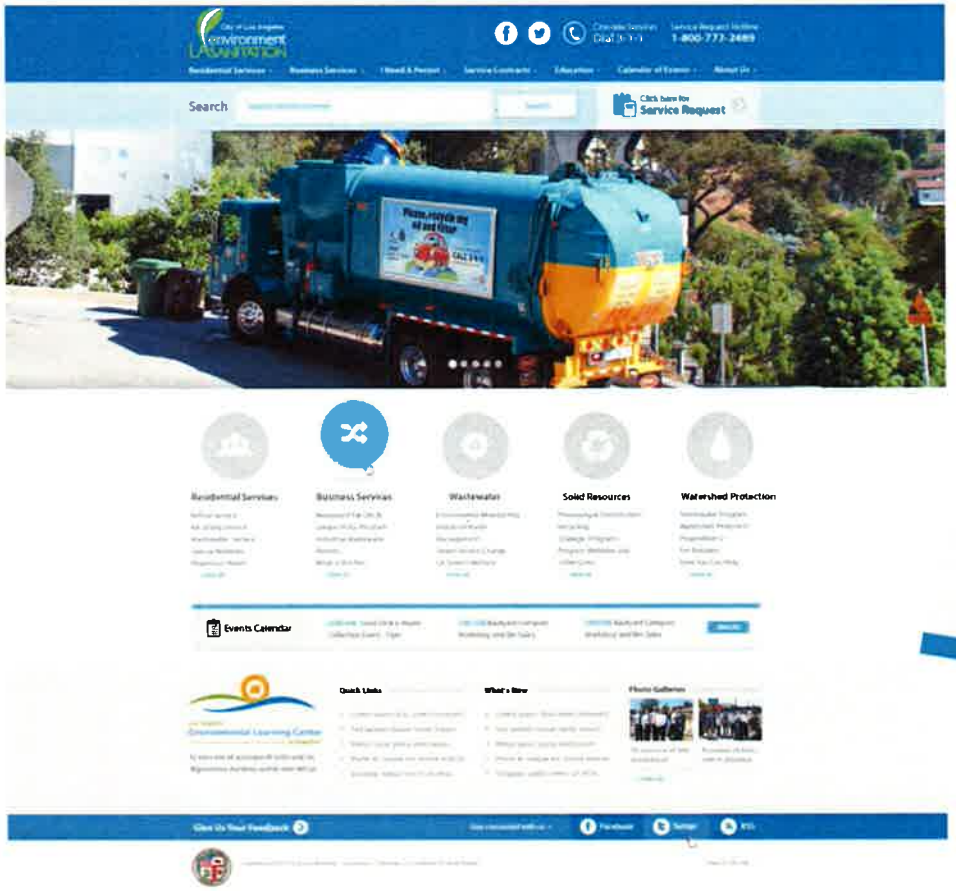
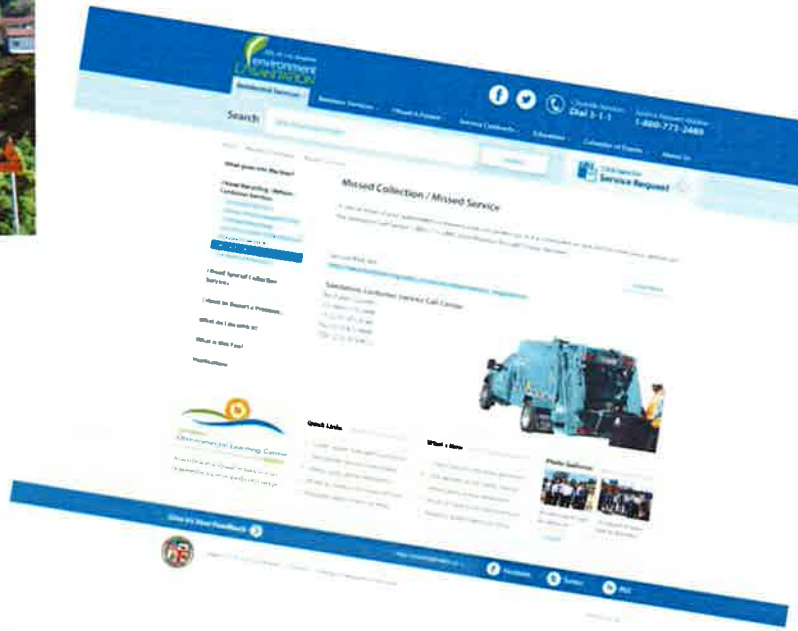
Los Angeles Bureau of Sanitation





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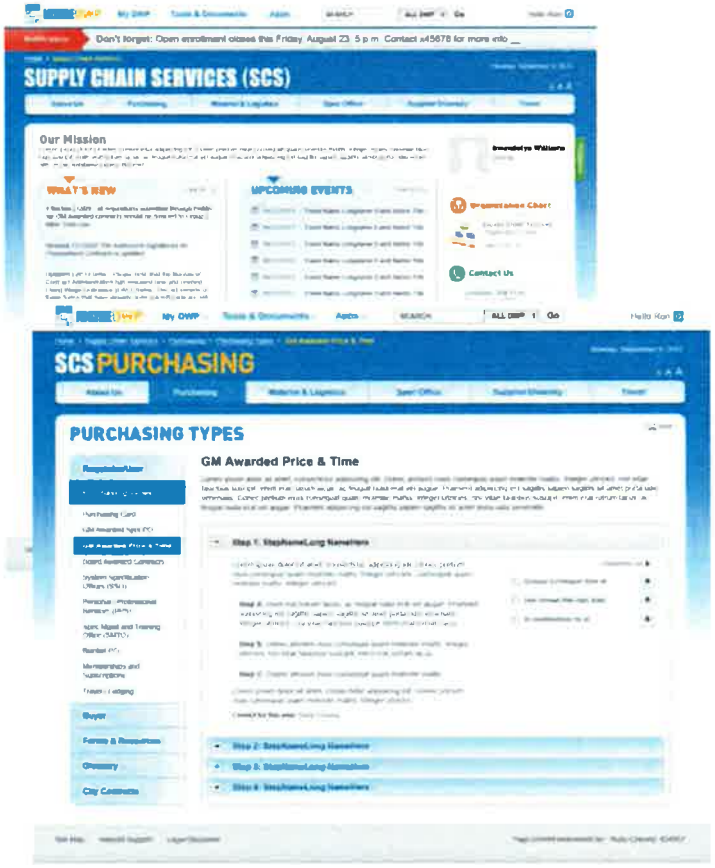
LADWP Intranet



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Others

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Justification for Proposed Pricing

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Pricing Approach

- Develop work break down structure (WBS) based on requirements in RFP, and experience in having implemented several similar projects
- Estimate effort for each task in the WBS (two independent estimates for some tasks)
- Develop detailed project plan with resource loading
- Apply resource rates (our blended rate is $73.75/hr)
- 3 level review
  - Technical team review (project tasks (WBS), duplication/omissions, effort level)
  - Project management review (dependencies, plan optimizations)
  - Management review (cost optimization, discounts)

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Pricing

Task No/ Milestone	Description	Resource Type	No of Resources	Total No of Hours	Rate	Total
0	Project Management Tasks	On-Site Project Manager	1	1,144	$160	$183,040
		Off-Site Project Manager	1	572	$50	$28,600
1	Submit Project Management Plan	On-Site Project Manager	1	40	$160	$6,400
2	High Level Business Requirement Document	User Experience Architect	1	72	$160	$11,520
		Business Analyst	1	72	$160	$11,520
3	Wire Frames Completion	User Experience Architect	1	96	$160	$15,360
		Business Analyst	1	96	$160	$15,360
4	Visual Comps Signoff	UI Designer	1	84	$50	$4,200
		User Experience Architect	1	16	$160	$2,560
5	Functional Requirement Document	Business Analyst	1	32	$160	$5,120
		User Experience Architect	1	28	$160	$4,480
6	Infrastructure & Security Document	Infrastructure Architect	1	28	$160	$4,480
7	Technical Design Document	Technical Lead	1	112	$50	$5,600
		Sr. Software Developer	1	96	$42	$4,032
		Technical Architect	1	96	$50	$4,800
8	Detailed Test Cases Documentation	Quality Analyst Lead	1	112	$42	$4,704
		QA Analyst	1	96	$37	$3,552
9	Development and Unit Testing	Technical Lead	1	432	$50	$21,600
		Sr. Software Engineer	3	1296	$42	$54,432
		Quality Analyst	1	432	$37	$15,984
		UI Designer	1	56	$50	$2,800

Task No/ Milestone	Description	Resource Type	No of Resources	Total No of Hours	Rate	Total
10	Development Environment Deployment Complete	Sr. Software Developer	1	8	$42	$336
11	Integration Testing & Test Report	Quality Analyst Lead	1	104	$42	$4,368
		Quality Analyst	2	200	$37	$7,400
		Sr. Software Developer	2	96	$42	$4,032
12	Content Migration	Quality Analyst	2	320	$37	$11,840
13	QA Environment Deployment Complete	Sr. Software Developer	1	24	$42	$1,008
14	UAT & Integration Test Report	Quality Analyst Lead	1	56	$42	$2,352
		Quality Analyst	2	96	$37	$3,552
		Sr. Software Developer	2	96	$42	$4,032
		Technical Lead	1	48	$50	$2,400
15	Deployment to Production Environment	Sr. Software Developer	1	24	$42	$1,008
16	Complete Production Launch	Sr. Software Developer	1	8	$42	$336
17	Training & Knowledge Transfer	Technical Lead	1	152	$50	$7,600
18	Post Go-Live Support (90 Days)	3Di Support Team			$0	$0
Total Cost						$460,408

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Q&A

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Attachment 4

ORACLE Gold Partner

3Di

City of Las Vegas

RFP No. 140099-RH Website Redesign Services

July 2014

Camilly Nu
Project Manager

Brett Franklin
Information Architect

Oracle Excellence Award for Specialized Partner of the Year– Public Sector, North America - 2013
Oracle Specialized – WebCenter Portal, WebCenter Content, SOA - 2013
Oracle Innovation Award - WebCenter – 2012
Oracle Top Partner – 2012, 2013
Oracle Public Sector E2.0 Pillar Partner – 2012, 2013
Oracle Gold Partner – Since 2011

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Agenda

- Introduction
- Project Management Approach
- User Experience Approach
- Prototype
- Composite
- Q&A
- Wrap Up & Next Steps

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3Di Team Introductions

Attending today:

• Mihir Desai	CFO & VP of Operations
• Camilly Nu	Project Manager
• Carlos Culebro	Account Executive
• Brett Franklin	Information Architect
• Mike Kramer	Infrastructure Architect

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3Di Team Introductions

Via Video Conference:

- Rajiv Desai — CEO
- Amit Brahmbhatt — Application Architect
- Pranab Das — Content/Migration Lead
- Nishith Panchal — Visual Design Lead
- Manoj Welinkar — Delivery Manager, Infrastructure/Applications

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3Di

Project Management Approach

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Camilly Nu

Project Manager

- Project Mgmt Experience – 7 years
  - In Training, Marketing, Customer Service, Account Management
  - 4 years in public sector with 3Di building portals using Oracle Webcenter.
- Projects
  - LADWP External & Mobile Website (Functional Lead)
  - City of LA "My LA 311" mobile application (PM)
  - LADWP Intranet Portal (PM)
  - Oracle Fusion Middleware Intranet Portal (PM)
  - City of Hope Projects (PM)

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PM Tools & Documents

- Change Management Plan
- Communication Plan
  - Weekly Status Report/Meeting
  - Monthly/Bi-Monthly Stakeholder Meeting
- Issue/Risk Management Plan
  - Issue Tracking
    - Ex. Mantis, Zoho, Jira
- Project Plan
- Project Schedule

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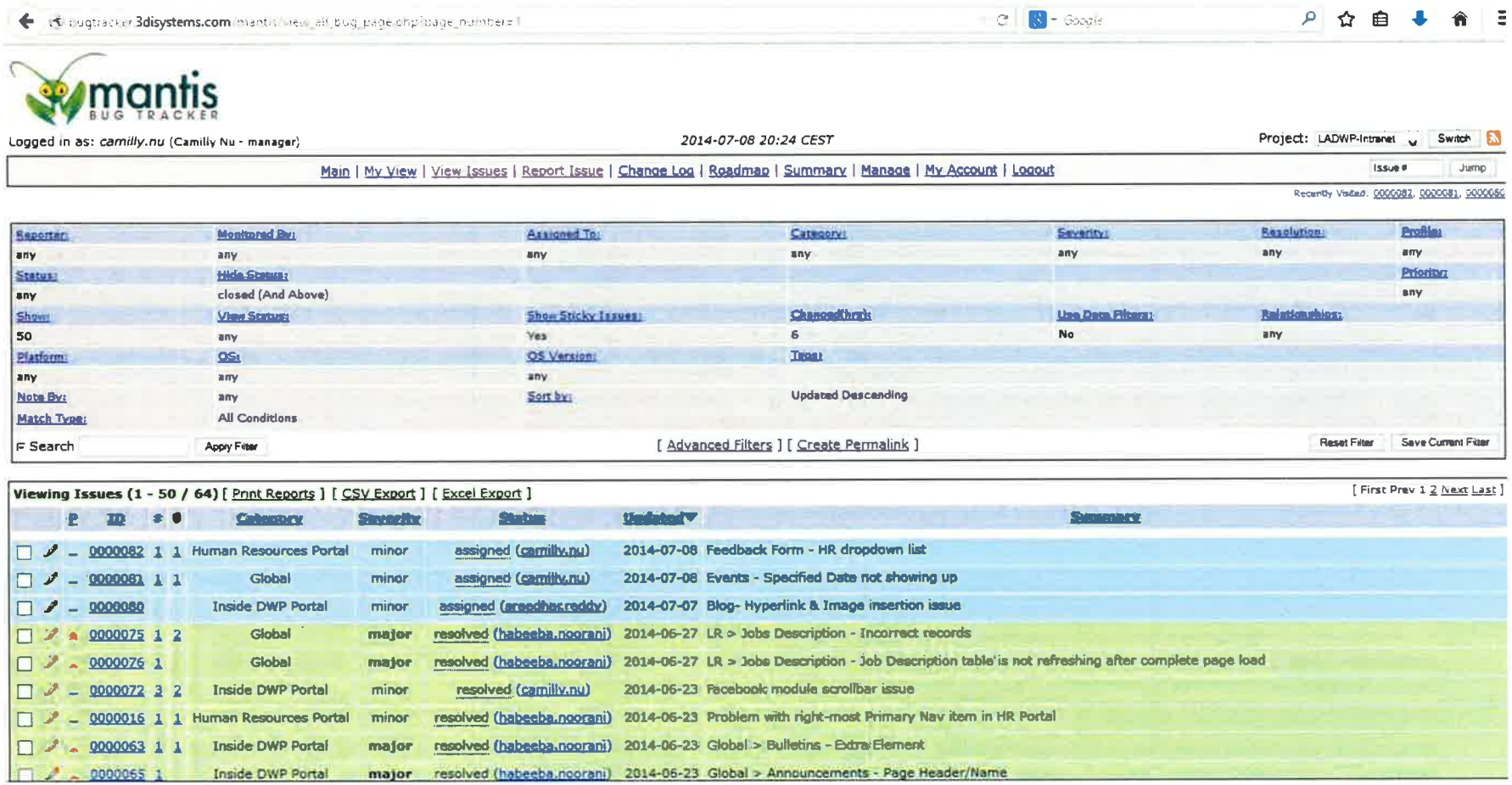

bugtracker.3disystems.com/mantis/view_all_bug_page.php?page_number=1

mantis BUG TRACKER

Logged in as: *camilly.nu* (Camilly Nu - manager) 2014-07-08 20:24 CEST Project: LADWP-Intranet Switch

Main | My View | View Issues | Report Issue | Change Log | Roadmap | Summary | Manage | My Account | Logout Issue # Jump

Recently Visited: 0000081, 0000081, 0000080

Reporter:	Monitored By:	Assigned To:	Category:	Severity:	Resolution:	Profile:
any	any	any	any	any	any	any
Status:	Hide Status:					Priority:
any	closed (And Above)					any
Show:	View Scope:	Show Sticky Issues:	Changed Within:	Use Date Filters:	Relationships:	
50	any	Yes	6	No	any	
Platform:	OS:	OS Version:	Tags:			
any	any	any				
Note By:	any	Sort by:	Updated Descending			
Match Type:	All Conditions					

F Search Apply Filter [Advanced Filters] [Create Permalink] Reset Filter Save Current Filter

Viewing Issues (1 - 50 / 64) [Print Reports] [CSV Export] [Excel Export] [First Prev 1 2 Next Last]

P	ID	#	●	Category	Severity	Status	Updated▼	Summary
–	0000082	1	1	Human Resources Portal	minor	assigned (camilly.nu)	2014-07-08	Feedback Form - HR dropdown list
–	0000081	1	1	Global	minor	assigned (camilly.nu)	2014-07-08	Events - Specified Date not showing up
–	0000080			Inside DWP Portal	minor	assigned (sreedhar.reddy)	2014-07-07	Blog- Hyperlink & Image insertion issue
–	0000075	1	2	Global	major	resolved (habeeba.noorani)	2014-06-27	LR > Jobs Description - Incorrect records
–	0000076	1		Global	major	resolved (habeeba.noorani)	2014-06-27	LR > Jobs Description - Job Description table is not refreshing after complete page load
–	0000072	3	2	Inside DWP Portal	minor	resolved (camilly.nu)	2014-06-23	Facebook module scrollbar issue
–	0000016	1	1	Human Resources Portal	minor	resolved (habeeba.noorani)	2014-06-23	Problem with right-most Primary Nav item in HR Portal
–	0000063	1	1	Inside DWP Portal	major	resolved (habeeba.noorani)	2014-06-23	Global > Bulletins - Extra Element
–	0000065	1		Inside DWP Portal	major	resolved (habeeba.noorani)	2014-06-23	Global > Announcements - Page Header/Name

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ID	Reporter	Assigned To	Priority	Severity	Category	Date Submitted	Updated	Summary	Status	Resolution
82	camilly.nu	camilly.nu	normal	minor	Human Resources Portal	7/7/2014	2014-07-08	Feedback Form -HR dropdown list	assigned	open
81	camilly.nu	camilly.nu	normal	minor	Global	2014-07-07	2014-07-08	Events -Specified Date not showing up	assigned	open
80	camilly.nu	sreedhar.reddy	normal	minor	Inside DWP Portal	2014-07-07	2014-07-07	Blog-Hyperlink & Image insertion issue	assigned	open
75	habeeba.noorani	habeeba.noorani	urgent	major	Global	2014-06-18	2014-06-27	LR > Jobs Description -Incorrect records	resolved	fixed
76	habeeba.noorani	habeeba.noorani	high	major	Global	2014-06-18	2014-06-27	LR > Jobs Description -Job Description table is not refreshing after complete page load	resolved	fixed
72	camilly.nu	camilly.nu	normal	minor	Inside DWP Portal	2014-06-18	2014-06-23	Facebook module scrollbar issue	resolved	fixed
16	camilly.nu	habeeba.noorani	normal	minor	Human Resources Portal	2014-06-05	2014-06-23	Problem with right-most Primary Nav item in HR Portal	resolved	fixed
63	habeeba.noorani	habeeba.noorani	high	major	Inside DWP Portal	2014-06-14	2014-06-23	Global > Bulletins -Extra Element	resolved	fixed
65	habeeba.noorani	habeeba.noorani	high	major	Inside DWP Portal	2014-06-14	2014-06-23	Global > Announcements -Page Header/Name	resolved	fixed
66	habeeba.noorani	habeeba.noorani	high	major	Inside DWP Portal	2014-06-14	2014-06-23	Global > Bulletins -Page Header/Name	resolved	open
74	habeeba.noorani	habeeba.noorani	high	major	Global	2014-06-18	2014-06-23	HR > HR Groups -Top panel does not fit in a page	resolved	fixed
73	habeeba.noorani	habeeba.noorani	urgent	major	Global	2014-06-18	2014-06-23	Landing Page > Notification contnet	resolved	fixed
77	camilly.nu	piyush.gandhi	high	major	Content Server	2014-06-19	2014-06-19	Error on Intranet Check-In Form	resolved	fixed
79	habeeba.noorani	habeeba.noorani	normal	minor	Inside DWP Portal	2014-06-19	2014-06-19	Global > Cafe Current Functionality	resolved	open
57	habeeba.noorani	habeeba.noorani	urgent	major	Human Resources Portal	2014-06-12	2014-06-19	HR Groups > Employee Health and Benefits > Family Care > Family Care FAQ -Confirmation required for page alignment	resolved	open
78	habeeba.noorani	habeeba.noorani	high	major	Global	2014-06-19	2014-06-19	SCS & HR landing > Right panel items -Incorrent logo	assigned	open
70	habeeba.noorani	gcordero	normal	minor	Inside DWP Portal	2014-06-17	2014-06-19	Global > Blog Functionality	assigned	open

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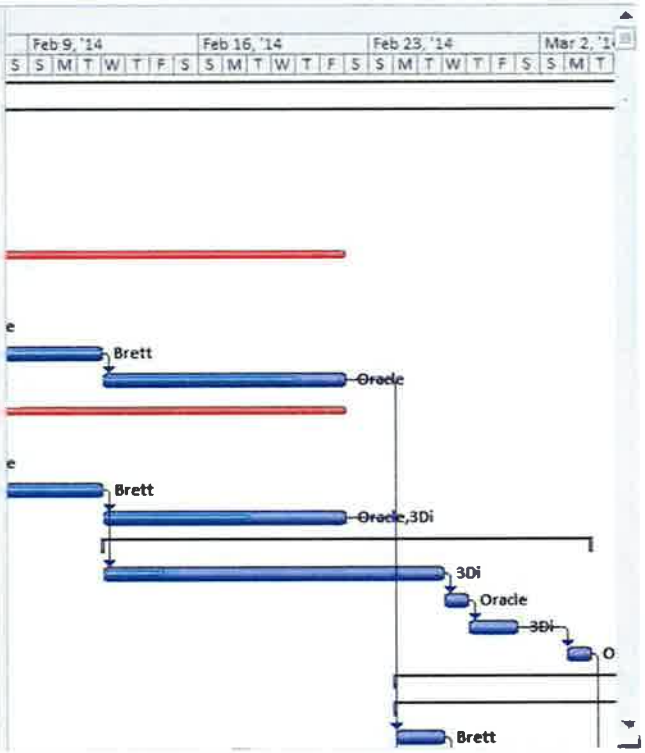
	% Com	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1	32%	FMW Intranet Portal Redesign	147 days	Wed 12/4/13	Mon 6/30/14		
2	50%	FMW IA/UX	101 days	Wed 12/4/13	Fri 4/25/14		
3	100%	Requirements Gathering	42 days	Wed 12/4/13	Mon 2/3/14		
4	100%	Review FMW site	19 days	Wed 12/4/13	Wed 1/1/14		3DI,Oracle
5	100%	Survey	26 days	Thu 12/5/13	Mon 1/13/14		
14	100%	Focus Goups	21 days	Mon 1/6/14	Mon 2/3/14		
29	86%	Feature & Functionality Matrix	4 days	Tue 2/4/14	Fri 2/7/14		
30	100%	Create Features & Functionality (FF) Matrix	1 day	Tue 2/4/14	Tue 2/4/14	28	Brett
31	100%	Review FF Matrix	1 day	Wed 2/5/14	Wed 2/5/14	30	Oracle
32	100%	Update FF Matrix	4 days	Thu 2/6/14	Tue 2/11/14	31	Brett
33	75%	Finalize FF Matrix	8 days	Wed 2/12/14	Fri 2/21/14	32	Oracle
34	71%	Taxonomy Document	4 days	Tue 2/4/14	Fri 2/7/14		
35	100%	Create Taxonomy Doc	1 day	Tue 2/4/14	Tue 2/4/14	28	Brett
36	100%	Review Taxonomy Doc	1 day	Wed 2/5/14	Wed 2/5/14	35	Oracle
37	100%	Update Taxonomy Doc	4 days	Thu 2/6/14	Tue 2/11/14	36	Brett
38	50%	Finalize Taxonomy Doc	8 days	Wed 2/12/14	Fri 2/21/14	37	Oracle,3DI
39	18%	Requirements Document	14 days	Wed 2/12/14	Mon 3/3/14		
40	25%	Create Requirements doc	10 days	Wed 2/12/14	Tue 2/25/14	37	3Di
41	0%	Review Requirements doc	1 day	Wed 2/26/14	Wed 2/26/14	40	Oracle
42	0%	Update Requirements Doc	2 days	Thu 2/27/14	Fri 2/28/14	41	3Di
43	0%	Finalize Requirements doc	1 day	Mon 3/3/14	Mon 3/3/14	42	Oracle,3Di
44	0%	Design User Experience	25 days	Mon 2/24/14	Fri 3/28/14		
45	0%	Navigation	11 days	Mon 2/24/14	Mon 3/10/14		
46	0%	Create initial navigational	2 days	Mon 2/24/14	Tue 2/25/14	38	Brett



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Report Period: 03/14/2014 – 03/21/2014

Meeting Attendees: COH – Ed, Tami, Sara, Randy, Gabe **3DI –** Brett, Camilly, Mike, Pranab

Activities completed as of 03/20/2014					
	Task Description	**Status**	**Start Date**	**Comp. Date**	**Lead**
1	**Site Optimization-Enhancements**				
A	Added entire Enhancement List to Zoho	Completed	3/17/14	3/17/14	Camilly
B	Technical Review Mtg	Completed	3/18/14	3/18/14	Pranab
2	**Lab Site Design (Jakub Sram)**				
A	Reviewed wireframes with Jakub	Completed	3/12/14	3/12/14	Brett

Activities planned for week 03/24/2014					
	Task Description	**Status**	**Start Date**	**Due Date**	**Lead**
1	**Site Optimization-Enhancements**				
A	RSS feed on the homepage	In Progress	3/18/14	TBD	Matt
B	Delete/fix social media META data. Now pulls metadata off page being loaded. Was loading 2.	In Progress	3/18/14	3/21/14	Matt
2	**Mobile Site Redesign**				
A	Begin Visual design	Planned	03/25/14	03/28/14	Brett
3	**Research Site Redesign**				
A	Begin Visual design	Planned	03/21/14	03/26/14	Brett

Action Items					
	Task Description	**Status**	**Start Date**	**Due Date**	**Assigned To**
	Tami's groups will send examples for photo captions	Planned	3/21/14	3/25/14	Tami
	Ed discuss with Keith on the items that need more info	Planned	3/21/14	3/25/14	Ed
	Mobile – Provide list of Research, Cancer programs, Insurance locations/numbers, Contact numbers, Locations	In progress	3/12/14	3/28/14	Tami

Issues / Risks Identified

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User Experience Approach

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UX Principles

#1:

A Website should not necessarily reflect the internal infrastructure of the entity that created it.

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UX Principles

#2:

Content should be relevant to each user type and be easily accessible.

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UX Principles

#3:

Visual design should be engaging and fun, but never get in the way of the user's objectives.

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UX Principles

#4

Visual Design, Navigation Schema, Taxonomy, Content needs to support both "browsers" and "taskers"

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UX Principles

#5

Creating a good visual design /navigation schema is the easy part…but beware the "façade factor".

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IA Activities

- Review survey findings
- Focus Groups
- User flows (a.k.a. Use Cases)
- Content Inventory → New Taxonomy
- Functionality Matrix & Phasing
- Hi-fidelity Prototype: Web & Mobile
- Business Rules & Specifications
- Design & Technical Handshakes

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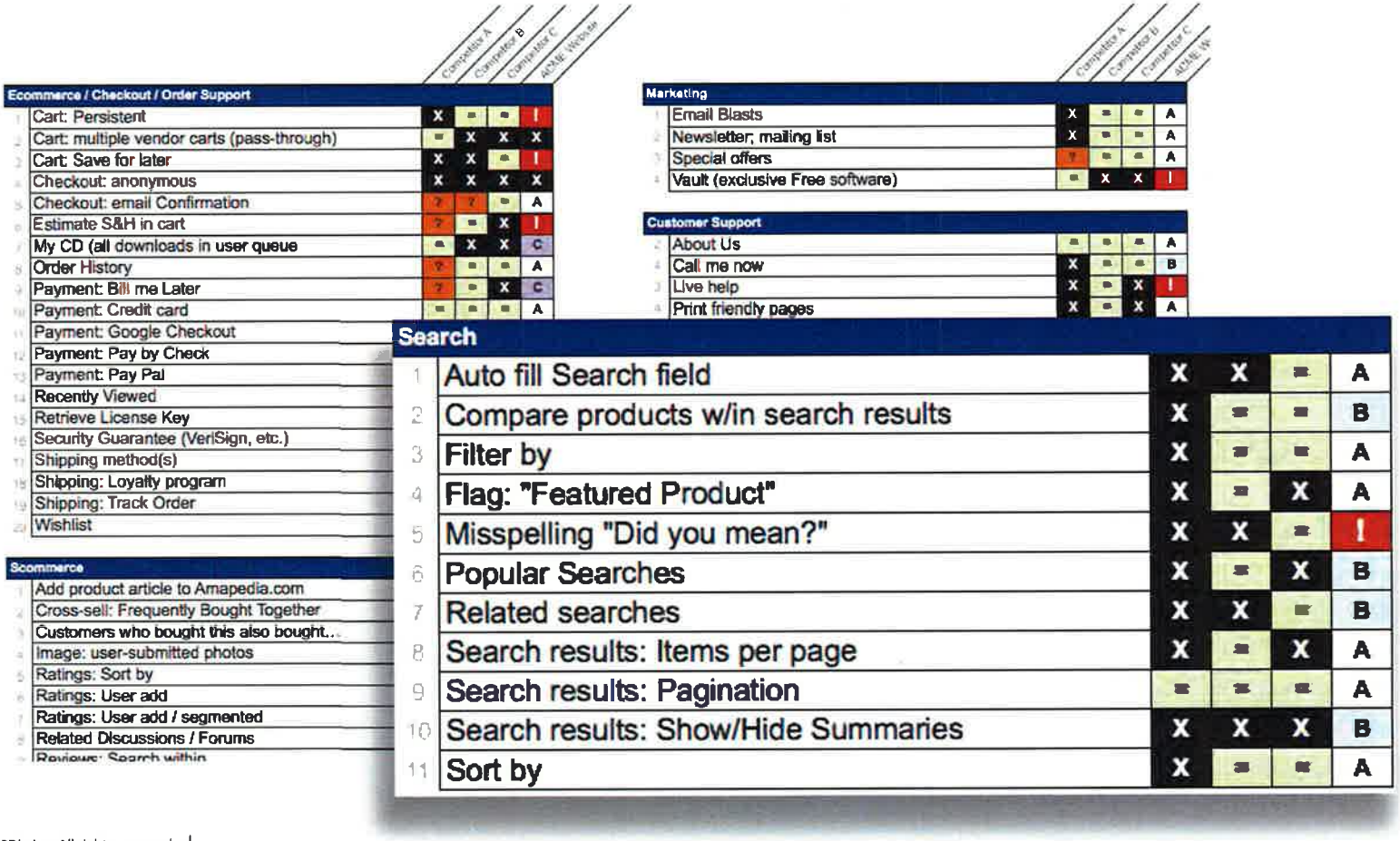
IA Deliverable: F&F Matrix



Ecommerce / Checkout / Order Support

		Competitor A	Competitor B	Competitor C	ACME Website
1	Cart: Persistent	X	=	=	!
2	Cart: multiple vendor carts (pass-through)	=	X	X	X
3	Cart: Save for later	X	X	=	!
4	Checkout: anonymous	X	X	X	X
5	Checkout: email Confirmation	?	?	=	A
6	Estimate S&H in cart	?	=	X	!
7	My CD (all downloads in user queue	=	X	X	C
8	Order History	?	=	=	A
9	Payment: Bill me Later	?	=	X	C
10	Payment: Credit card	=	=	=	A
11	Payment: Google Checkout				
12	Payment: Pay by Check				
13	Payment: Pay Pal				
14	Recently Viewed				
15	Retrieve License Key				
16	Security Guarantee (VeriSign, etc.)				
17	Shipping method(s)				
18	Shipping: Loyalty program				
19	Shipping: Track Order				
20	Wishlist				

Scommerce

1	Add product article to Amapedia.com
4	Cross-sell: Frequently Bought Together
3	Customers who bought this also bought...
4	Image: user-submitted photos
5	Ratings: Sort by
6	Ratings: User add
7	Ratings: User add / segmented
8	Related Discussions / Forums
9	Reviews: Search within

Marketing

		Competitor A	Competitor B	Competitor C	ACME W
1	Email Blasts	X	=	=	A
2	Newsletter; mailing list	X	=	=	A
3	Special offers	?	=	=	A
4	Vault (exclusive Free software)	=	X	X	!

Customer Support

1	About Us	=	=	=	A
2	Call me now	X	=	=	B
3	Live help	X	=	X	!
4	Print friendly pages	X	=	X	A

Search

1	Auto fill Search field	X	X	=	A
2	Compare products w/in search results	X	=	=	B
3	Filter by	X	=	=	A
4	Flag: "Featured Product"	X	=	X	A
5	Misspelling "Did you mean?"	X	X	=	!
6	Popular Searches	X	=	X	B
7	Related searches	X	X	=	B
8	Search results: Items per page	X	=	X	A
9	Search results: Pagination	=	=	=	A
10	Search results: Show/Hide Summaries	X	X	X	B
11	Sort by	X	=	=	A

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Content Inventory

VISITORS	RESIDENTS	BUSINESS	DEVELOPMENT	ABOUT US
Planning Your Trip	Public Safety	Bids and Contracts	Applications, Permits and Inspections	City Government
Conventions	Emergency Information - LV Alert	Doing Business With the City of Las Vegas	Land Use & Project Development Applications	Elections
Dining	Las Vegas Fire and Rescue	Bid Opportunities	Zoning Application Requirements and Forms	Facts and Statistics
Lodging	Find The Nearest Fire Station	Bid Results	Pre-Application Conference Request for Zoning Applications	Laws and Codes
Weatherexternal link	Las Vegas Metropolitan Police Department	Opportunities for Minority-Owned Businesses	Permits	Publications
Transportation	Las Vegas Metro Explorers	Purchasing and Contracts Public Records Request	Online Building Permits (electronic permits)	
Car Rental	Deputy City Marshals	Photo: Blueprint	Apply for Permits	
Citizens Area Transit (CAT)	Animal Control	Permits and Inspections	How to Obtain a Building Permit	
Las Vegas Monorail	Recreation	Permit Applications	Download Permit Applications	
McCarran International Airportexternal link	Arts & Culture	Permits Fees	Permit Fees	
Taxicabs	Find Recreational Activities	Plans Check Status	Check Status of Permits and Development Application	
Weddings	Parks	Schedule Inspections	Schedule and Check Status of Inspections	
Marriage License Requirements	Recreation Centers	Business Licensing	Apply for a Business License	
Wedding Chapels	Register for Recreation Classes	Apply	Pay Permits and Development Applications	
Downtown Las Vegas	Streets and Transportation	Close a Business	Maps	
Downtown Las Vegas Visitors Guide	LED Street Lights - Frequently Asked Questions	Pay	Find Survey Benchmarks	
National Museum of Organized Crime and Law Enforcement	Downtown Parking	Search Existing Business Licenses/New Licenses Issued	Mapping FAQs	
Neon MuseumLink to Neon Museum	Bus Service - Citizens Area Transit (CAT)	Chambers of Commerce	City of Las Vegas Interactive Map	
Fremont Street Experiencelink to McCarran Airport Web site	Pay Parking Tickets	Asian Chamber of Commerce	Business Development Maps	
Las Vegas Premium Outlets- North	Street Closures	Las Vegas Chamber of Commerce	General Plan Maps	
Entertainment & Activities	Traffic Cameras	Latin Chamber of Commerce	Zoning Maps	
Attractions	Community Resources	Urban Chamber of Commerce	Boards and Commissions	
Golf	City of Las Vegas Accessibility	Women's Chamber of Commerce	City Council	
Shopping	Some City Of Las Vegas Functions Now C osed On Fridays	Nevada Development Authority	Planning Commission	
Shows & Events	Las Vegas Centennial License Plate	City Business Resources	Historic Preservation Commission	
Spas	Sustaining Las Vegas	Las Vegas Redevelopment Agency	Meetings and Agendas	
Maps	City Maps	Development Services Center	City Departments	
Downtown Las Vegas	Find My Neighborhood Association	City Statistics	Building and Safety	
Las Vegas Strip	Neighborhood Programs	Grants	Fire and Rescue	
	Nonprofit Agency Grants	City Maps	Planning	
	Help Hope Home - Homeless Resources	City Notices and Announcements	Public Works	
	Report a Problem / Request Service	Laws & Codes	Forms, Publications and Schedules	
	Speakers Bureau Program	Fire Code	Department of Planning Fee Schedule	
	Utilities	Building Codes	Laws and Codes	
	Laws & Legal Resources	Zoning and Subdivision Laws	Fire Code	
	Parking Enforcement	Las Vegas Municipal Code (City Ordinances)	Building Code	
	Municipal Code	Non-Discrimination in Programs and Services	Unified Development Code	
	Non-Discrimination in Programs and Services	City Departments	Municipal Code5367	
	Las Vegas Municipal Court	Building and Safety	Business Incentives & Economic Development	
	Active Adult/Senior Services	Finance	Economic and Urban Development	
	Activities	Planning		
	Centers/Facilities	Economic and Urban Development		
	Senior Citizens Advisory Board			
	Education and Learning			
	City History			
	Clark County School District			
	Las Vegas Clark County Library District			

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Visual Design

- Fun and engaging, very different, options…go a little crazy
- Website and mobile versions
- Refine into a cohesive singular approach
- Implement across all pages
- Hallway testing, user testing
- Final refinement into slice-and-dice

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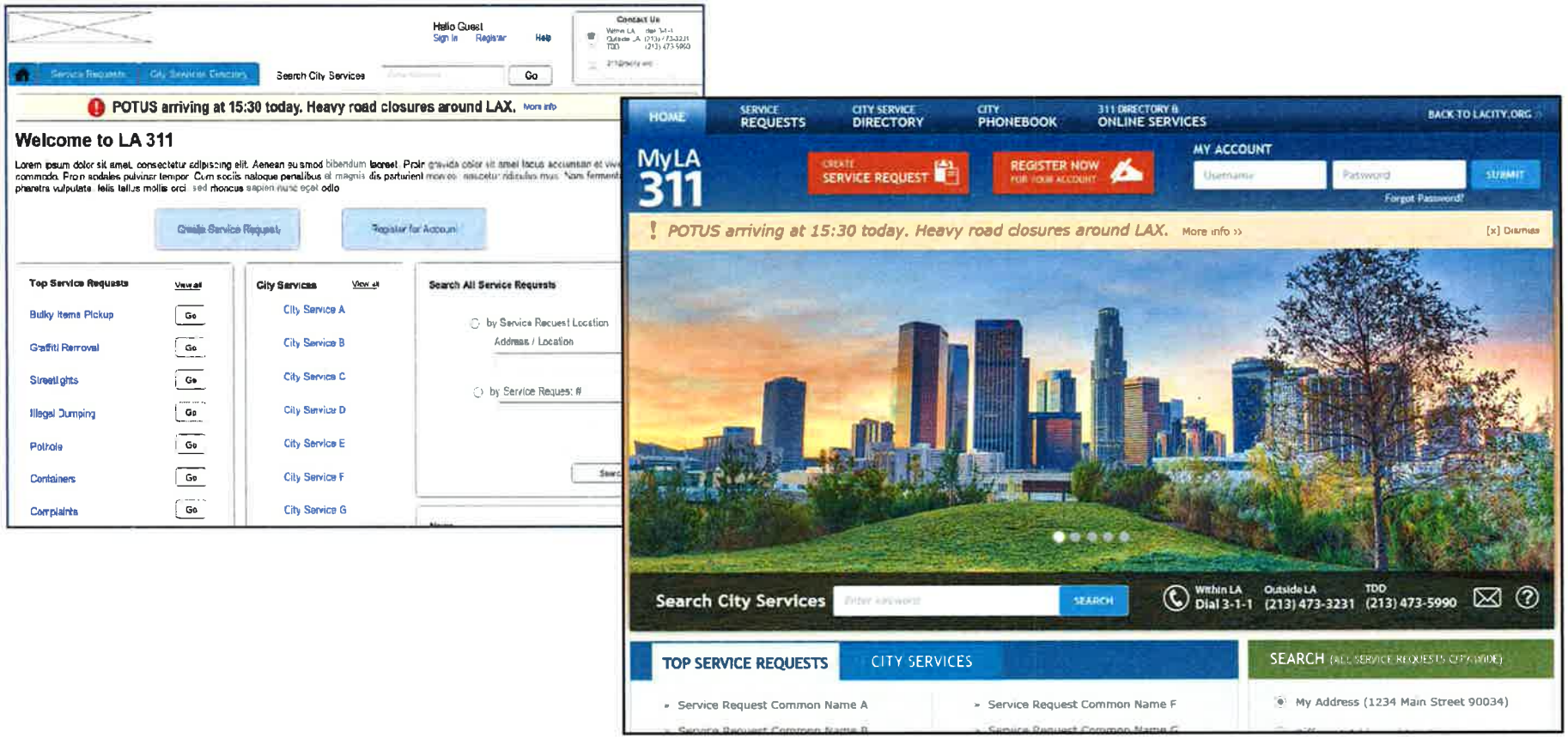
Prototype → Comp



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Creative Work

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LADWP Before & After

BEFORE (2010)

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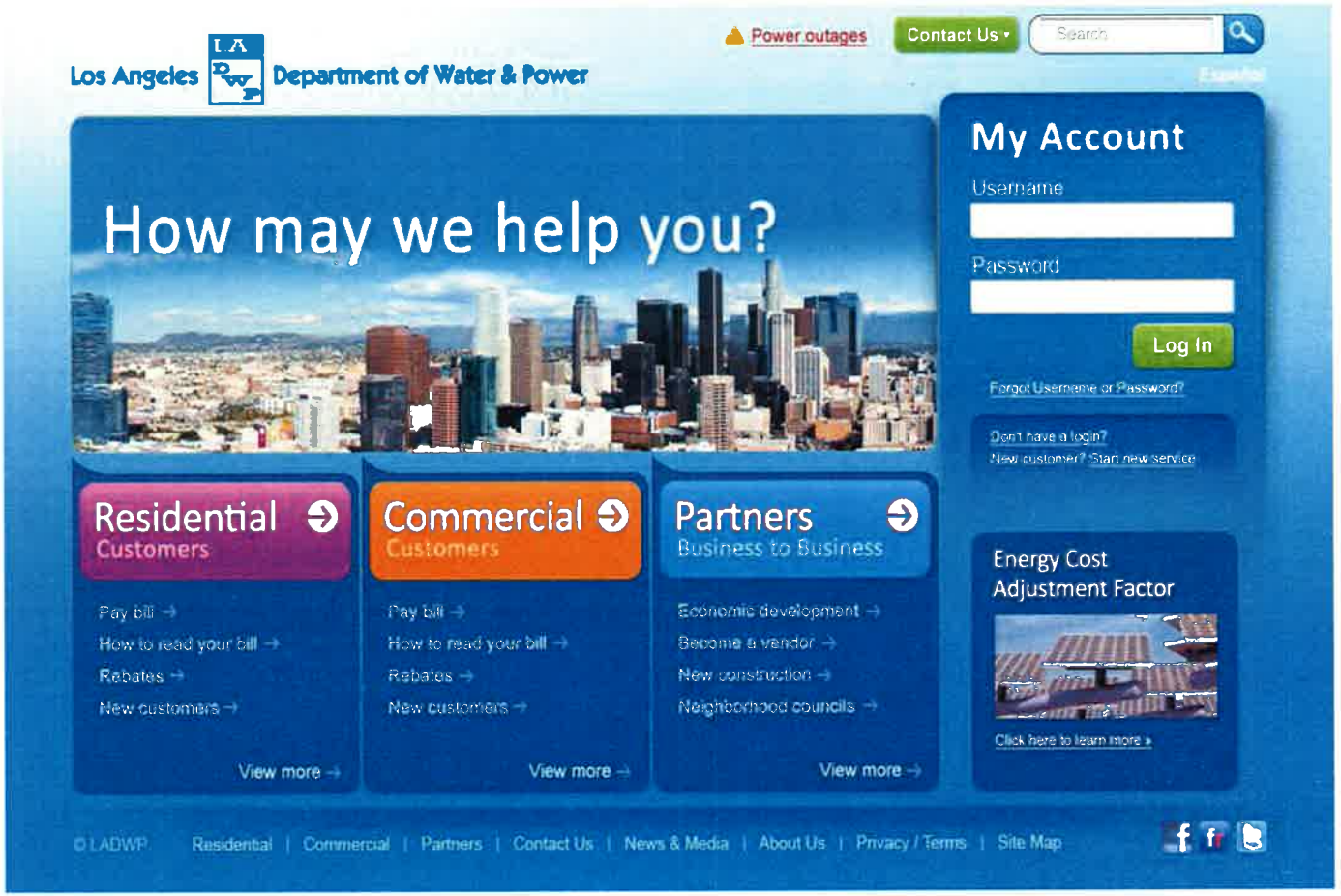
LADWP Before & After

AFTER (2012)



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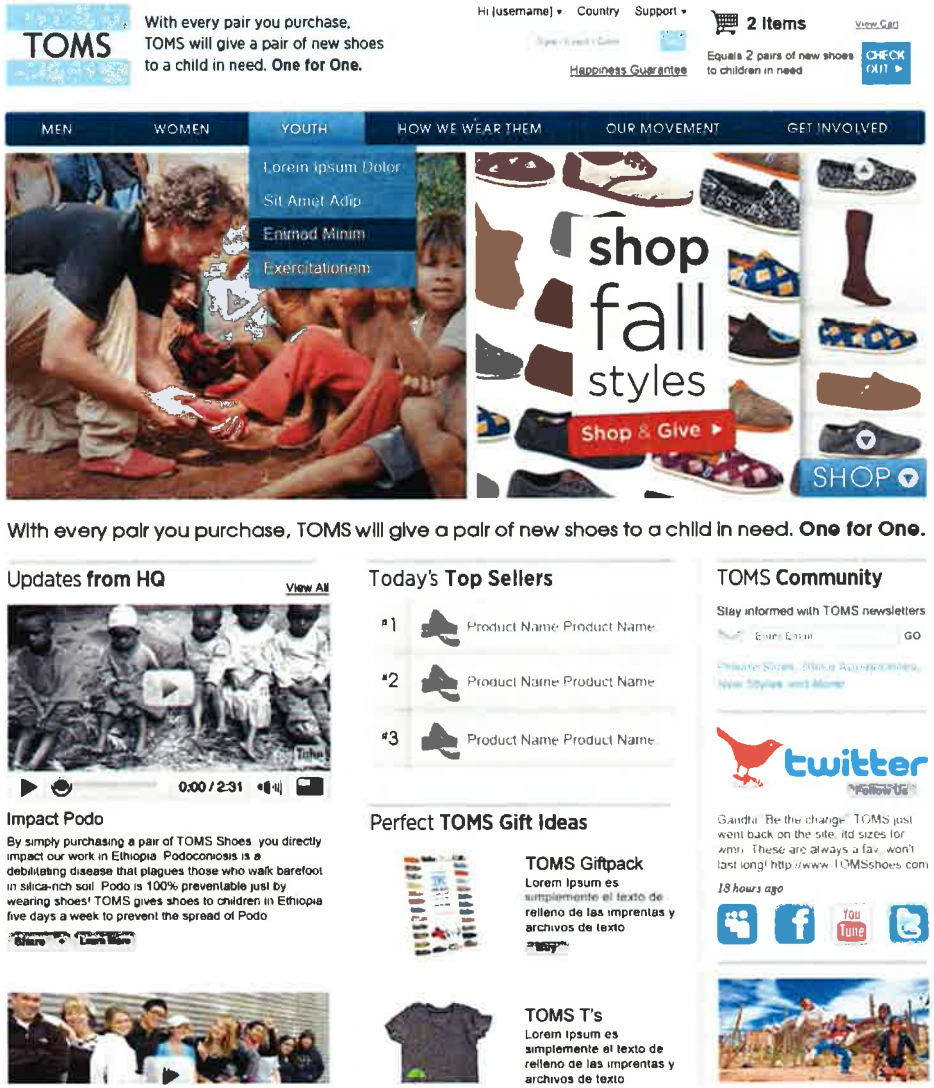
TOMS Shoes



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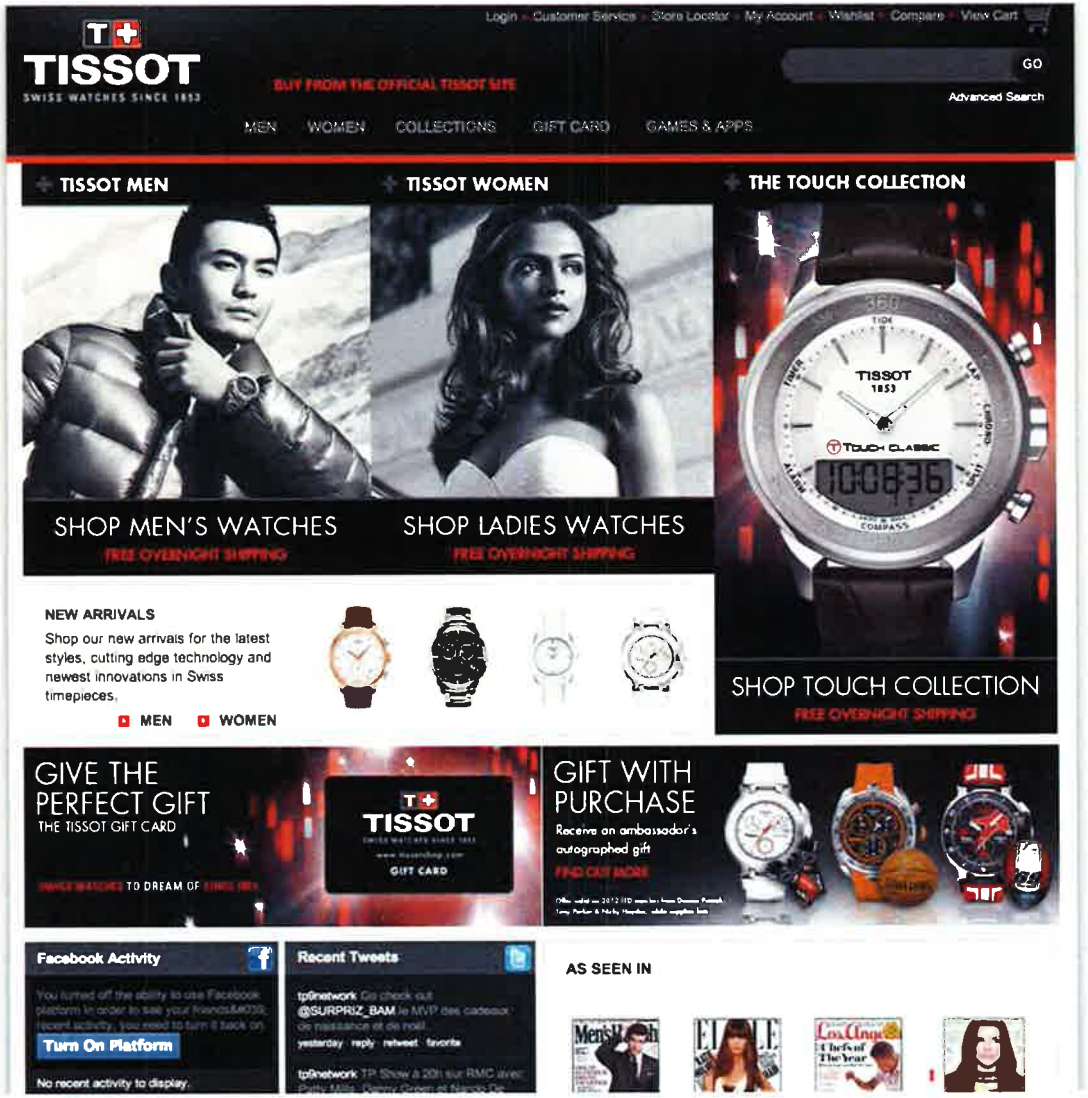
Tissot-Swatch



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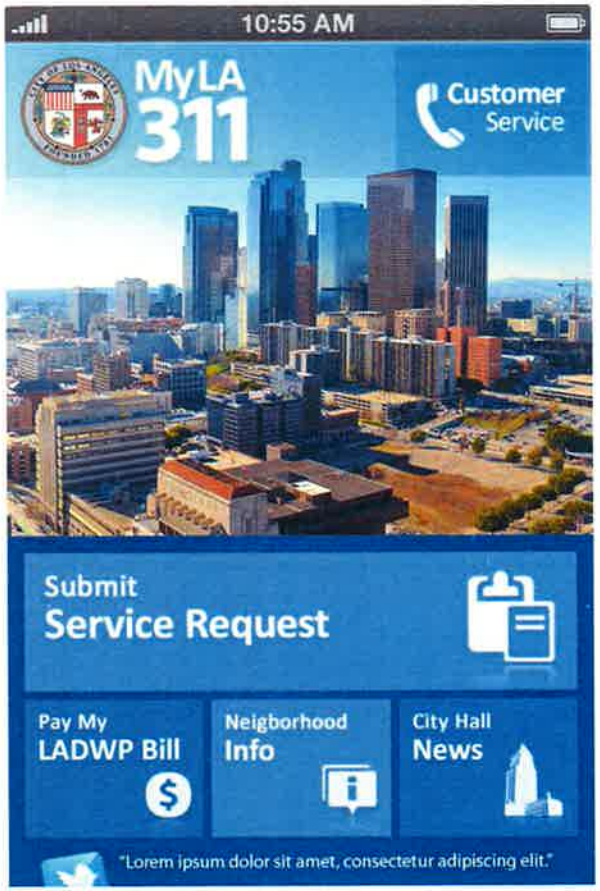
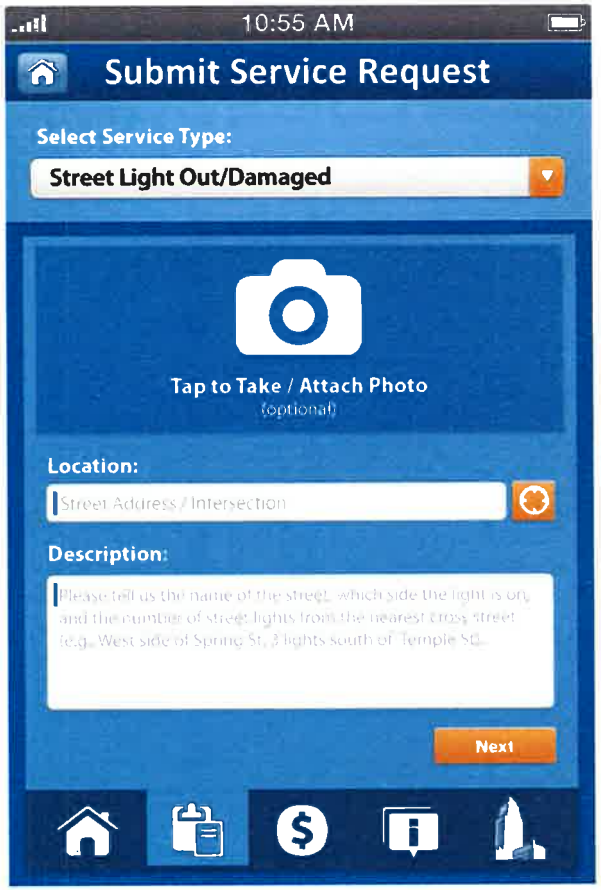
My LA 311





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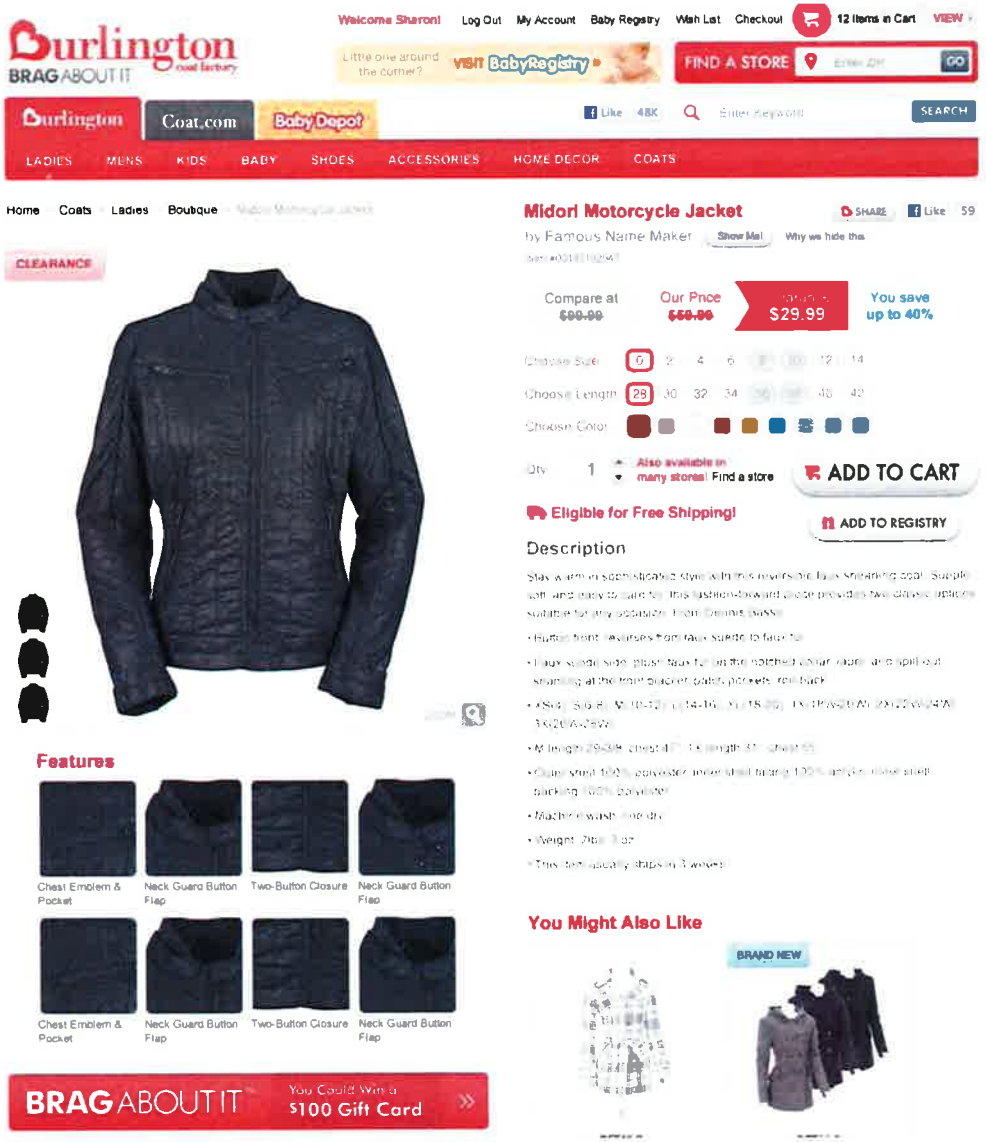
Burlington Coat Factory



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Prototype & Composites

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Summary: Why 3Di?

- **Experience**
  - 3Di has the most experience of any Oracle Partner in the World with Oracle WebCenter Portal
  - 3Di was the first Oracle Partner to GO LIVE and deploy the first Public Facing Portal, leveraging the WebCenter Platform in Public Sector (LADWP)
  - Oracle called upon 3Di to develop their Intranet Web Portal for their Fusion Middleware Sales Organization.
  - Over the past 17 years, 3Di has delivered over 250 projects within the public sector all over United States.
  - References
- **Strategic Relationship with Oracle**
  - 3Di has an extensive relationship with Oracle's Products Group, from technical product development to product management.
  - Oracle Specialized – WebCenter Portal, WebCenter Content, SOA – 2013
  - Oracle Top Partner – 2012, 2013
  - Oracle Gold Partner – Since 2011

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Summary: Why 3Di...continued

- **Innovation**
  - Oracle Excellence Award for Specialized Partner of the Year– Public Sector, North America - 2013
  - Oracle Innovation Award - WebCenter – 2012
  - Innovation in Government Award, Harvard University, Kennedy School of Government
- **Creativity**
  - 3Di has a unique user experience based approach in the implementation of portals and user applications
  - A robust methodology ensures that users obtain information easily, in a visually engaging manner.
- **3Di Team**
  - Commitment
  - Tenacity
  - Collaboration / Partnership
  - Background / Experience

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3Di

Q&A

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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

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: City of Las Vegas Website Redesign**
Address: 3 POINTE DRIVE, STE 307, BREA CA 92821	
Telephone: 714-257-1100	**Project Number: 140099-RH**
EIN or DUNS : 33-0647719	

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: _____

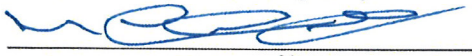
Block 5: Disclosure of Ownership and Principals – Alternate

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 2015

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

SUBJECT:
For possible action to approve award of Contract No. 150147-CB, Background Screening Services, including indemnification provision - Department of Human Resources - Award recommended to: BACKGROUND PROFILES, INC. (Not-to-Exceed $25,000 - Employee Benefits Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $25,000
Funding Source: Employee Benefit ISF
Dept./Division: Human Resources

PURPOSE/BACKGROUND:
This contract provides for background screening services. Exhibit B, Section 5 of the contract contains an indemnification provision. Pursuant to R-48-2006, authority to accept this provision rests with the City Council. Background Profiles, Inc. is located in Pleasant Hill, California.

PCC: C. Buford
POC: Steven James - (925) 974-1820

RECOMMENDATION:
That City Council approve award of Contract No. 150147-CB, Background Screening Services to Background Profiles, Inc. in the not-to-exceed annual amount of $25,000 and to approve ongoing annual renewals. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Contract No. 150147-CB

CONTRACT FOR BACKGROUND SCREENING SERVICES

THIS CONTRACT 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 BACKGROUND PROFILES, INC., (hereinafter the "Company") having its principal office located at 3478 Buskirk Avenue, Suite 102, Pleasant Hill, California 94523.

SECTION A – Subject of Contract

The subject matter of this Contract is the provision of background screening services.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(b) *"City"* means the City of Las Vegas.

(c) *"City Council"* means the governing body of the City of Las Vegas.

(d) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(e) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(f) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(g) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(h) *"Firm-Fixed Fee"* means a firm fee that is not subject to any adjustment on the basis of the Company's cost experience in performing the Contract.

(i) *"Non-Exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(j) *"Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

B-2 Contract Type

The Contract type is Firm-Fixed Fee. This is a Non-Exclusive Contract.

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B-3 Prices/Costs

(a) Payment Amount. The City will pay the Company the following amounts, which shall include all incidental expenses:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	AMOUNT
1.	Social Security Number (SSN) Validation (Includes SSN Trace with Address History)	Each	$3.50
2.	7-Year Count-Level Criminal Record Check (Court House Search)	Each	$8.00
3.	Multi-State Criminal Database/Sex Offender/Patriot Act Search (Includes Multi-State Criminal Records Verification at the Courthouse Level)	Each	$10.00
4.	7-Year Federal District Criminal Records Check	Each	$7.00
5.	Employment Verification	Each	$7.50
6.	Education Verification	Each	$7.50
7.	Professional Reference	Each	$10.00
8.	Motor Vehicle Records (MVR)	Each	$3.00
9.	Electronic I-9	Each	$5.00
10.	Electronic E-Verify (Right to Work Status)	Each	$5.00
11.	Drug Screen (panel) In-Network @ MRO	Each	$35.00
12.	Third Party Fees	Each	At Cost

(b) Payment. The Company will invoice the City monthly for services rendered.

(c) Authorized Amount. The authorized amount for this Contract is $25,000.00 per Contract year.

(d) Third Party Fees. The Company may incur third party fees when accessing data from some educational institutions, and city, county and state entities, etc. The Company shall bill the City at cost for these third party fees.

(e) Reimbursable Travel Expenses. There are no reimbursable travel expenses payable under this Contract.

B-4 Invoices [CAO-5/2/12]

(a) The Company shall submit an invoice to the City in accordance with Section B-3 (b) Payment. All invoices should identify the following items:

(i) the date of the invoice and invoice number;
(ii) the purchase order number;
(iii) the Contract Item against which charges are made; and
(iv) performance dates covered.

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

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

(b) The Company shall forward a copy of the invoice to the City's Project Manager identified in Section D-2 (Project Manager/Company Representative).

B-5 Performance Period

The performance period commences from Award Date and continues through March 31, 2016. The City may extend the performance period for four (4) one-year periods. The City shall provide written notice to the Company of such extension; the Company may not assume an automatic renewal. Exercise of any renewal option does not commit the City to exercise further options.

SECTION C – Statement of Work

C-1 Overview

(a) At the request of the City, the Company shall provide background screening services to the City's Department of Human Resources to include the following:

(i) Social Security Name (SSN) Validation

(ii) SSN Trace with Address History

(iii) County-Level Criminal Records Check

(iv) Multi-State Criminal Record Search & 50 State Sex Offender/Patriot Act Database Search

(v) Administration of the Court (AOC), state sex offender registries, Office of Foreign Assets Control (OFAC), Federal Bureau of Investigation (FBI) Terrorist List, and Federal/State/Local Fugitive List

(vi) Multi-Jurisdictional Criminal Records Verification

(vii) Federal District Criminal Records Check

(viii) Motor Vehicle Records Check

(ix) E-Verify and Form i-9

(x) Employment Verification

(xi) Education Verification

(xii) Professional Reference Verification

(b) The Company shall render the services specified in Section C-1(a) in accordance with the Background Screening Service Descriptions specified in Exhibit A, attached hereto and incorporated herein as a part of this Contract.

(c) The City shall advise the Company when to perform background screening services on aliases.

C-2 Deliverables

The Company shall provide background screening reports for each containing the requested information within one (1) to three (3) business days after receiving authorization from the City.

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SECTION D – Special Conditions

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when (i) received by the party to whom it is directed by hand delivery or personal service, (ii) transmitted by facsimile with confirmation of transmission, (iii) transmitted by email with confirmation of receipt by addressee, 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
495 South Main Street, 3rd Floor
Las Vegas, NV 89101
Fax: (702) 384-9964
Email: purchasing@lasvegasnevada.gov

FOR THE COMPANY:
Attn: Steven James
Background Profiles, Inc.
3478 Buskirk Avenue, Suite 102
Pleasant Hill, California 94523
Fax: 925-974-1840
Email: sljames@backgroundprofiles.com

(b) The parties shall provide written notification of any change in the information stated above.

(c) An original signed copy, via U. S. Mail, shall follow facsimile transmissions.

(d) For purposes of this Contract, legal notice shall be required for all matters involving potential termination actions, litigation, indemnification, and unresolved disputes. This does not preclude legal notice for any other actions having a material impact on the Contract.

(e) Routine correspondence should be directed to the Project Manager or the Company Representative, as appropriate.

D-2 Project Manager/Company Representative [CAO-7/24/08]

(a) The City designates Esther O'Connor as the Project Manager for this Contract. The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.

(b) The Company designates Steven James as the Company Representative for this Contract. The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-3 Warranty – Services [CAO-5/2/12]

The Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-4 Intellectual Property Rights [CAO-7/24/08]

All deliverables produced under this Contract, as well as all data, notes, and documentation collected on behalf of the City, are exclusively the property of the City.

D-5 Licenses/Registrations [CAO-5/2/12]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract.

D-6 Order of Precedence [CAO-7/24/08]

In the event of a conflict between the specific language set forth in Sections B through E of this Contract and any Attachment or Exhibit set forth in Section F, the specific language in Sections B through E shall prevail. Any exception to this order of precedence will be addressed through specific language elsewhere in Sections B through E.

SECTION E – General Conditions

E-1 Disputes [CAO-5/2/12] R

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be the Eighth Judicial District Court, Clark County Nevada.

E-2 Notice of Delay [CAO-7/24/08]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

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

E-3 Termination for Convenience [CAO-5/2/12]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 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 Contract in whole or in part if the Company fails to:

(i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

(ii) Make progress, so as to endanger performance of this Contract; or

(iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a) above, may be exercised if the Company does not cure such failure within ten (10) calendar days (or more if authorized by the City) after notice specifying the failure is provided pursuant to Section D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in a manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be liable to the City for any excess costs for those services or goods. However, the Company shall continue any work not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than sixty (60) days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 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 Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Section D-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-5 Insurance [CAO-5/2/12] R

(a) The Company shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

(i) Industrial/Workers' Compensation Insurance protecting the Company and the City from potential Company employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. 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 Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury, products, completed operations,

personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Supplier's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

(iii) Professional Liability Insurance of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) Company must provide required insurance certificates and endorsements to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide ITS with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

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

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

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

(c) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $25,000.00 without the prior written approval of the City.

(e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(g) The Company is encouraged to purchase any additional insurance it deems necessary.

(h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

E-6 Indemnification [CAO-5/2/12]**R**

(a) In addition to the insurance requirements set forth in Section E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract City.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(c) It is expressly agreed that the Company shall defend the City against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-5/2/12] R

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-10 Audit of Records [CAO-5/2/12]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal

business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section

(c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials) [CAO-5/2/12]

(a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

E-17 Public Records [CAO-5/2/12]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

E-18 Confidentiality – City Information [CAO-7/24/08]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-21 Changes – Fixed-Price Services [CAO-7/24/08]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

(i) Description of services to be performed.
(ii) Time of performance (i.e., hours of the day, days of the week, etc.).
(iii) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Section E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

(f) The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation within a reasonable time after a request from the City will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 Counterpart Signatures [CAO-9/24/08]

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

E-23 Non-Discrimination and Fair Employment Practices [07/31/13]

(a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.

(b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Company further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by a Company shall constitute a material breach of this Contract.

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Date	Pages
Exhibit A	Background Screening Service Descriptions [Section C-2]	N/A	2
Exhibit B	Background Profiles Standard & Limiting Conditions	N/A	2

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:

LUANN D. HOLMES, MMC — Date
Acting City Clerk

APPROVED AS TO FORM:

John S. Ridilla — 3/17/15
Deputy City Attorney — Date

John S. Ridilla
Deputy City Attorney

BACKGROUND PROFILES, INC.

STEVEN JAMES — Date
Chief Operating Officer

EXHIBIT A
Background Screening Services Descriptions

SERVICE DESCRIPTIONS

Social Security Name (SSN) Validation - Identifies any irregularities that may exist in association with the SSN provided. Validation of an SSN enables employers to identify whether the provided SSN has been issued by the Social Security Administration (SSA) and if the SSN is valid. The state of issuance is identified by this search.

SSN Trace with Address History - The SSN Trace with Address History is universally the first search performed on applicants in the US.

This search reveals any names and addresses associated with a given SSN and are essential to conducting county-level criminal court record searches. It helps verify applicant's name, other names used, and address history as indicated on their application as source to cross-reference the authenticity of their identity. It also serves to locate other jurisdictions to check for a possible criminal history that applicant may not have included on their application.

County-Level Criminal Records Check – 7yr felony/misdemeanor county-level criminal records check.

More than half of the states provide access to a repository of criminal record information gathered from the various courts and law enforcement entities within the state. In states offering fast turnaround time and timely, comprehensive information, a statewide search provides value of a broader geographical search at a reasonable price. Unfortunately, many state repositories are not up-to-date or as comprehensive as we would like for accuracy and completeness. In these states, Background Profiles will advise our clients to focus on county level searches. The availability and turnaround time varies by state. We will not report a criminal record with insufficient identifiers. We will, however, confirm any potential record at the jurisdiction-level before reporting it.

Multi-State Criminal Record Search & 50 state Sex Offender/Patriot Act Database Search- One search that contains more than 245 million criminal records from various counties, Department of Corrections (DOC),

Administration of the Court (AOC), state sex offender registries, Office of Foreign Assets Control (OFAC), Federal Bureau of Investigation (FBI) Terrorist List, and Federal/State/Local Fugitive List.

Provides access to the largest criminal database available with over 160 million offense records from over 60 million offenders covering 42 states. Provides information from all 50 states sex offender registries. This search is used as a supplement in our criminal search process and enables us to cast a broader net in finding criminal activity on a potential applicant. Statistics reveal that the inclusion of this search can potentially reveal more instances of criminal records. Statewide/database searches (other than online court record systems) should not be used as the sole determining factor for making a decision on an applicant, since questions regarding completeness, false positives, accuracy and FCRA compliance are possible. We will not report a criminal record with insufficient identifiers. We will, however, confirm any potential record at the jurisdiction-level before reporting it.

Multi-Jurisdictional Criminal Records Verification - In compliance with the FCRA 613(a)(2), and to ensure the accuracy of all reported records, **we will re-verify** any possible "hits" found in the National Criminal Check with the originating source before reporting **at no additional charge**.

Federal District Criminal Records Check – 7yr Federal District Searches involve cases in which a person was tried by the United States government in a U.S. District Court.

Some examples of Federal crimes include fraud, tax evasion, cyber crimes, hate crimes, and organized crimes, bank larceny or robbery, kidnapping, controlled substance violations, counterfeiting, child pornography, mail or wire fraud, crimes committed on federal property and other crimes covered under Federal statute. This search is conducted using a public access system and searched nationwide. The information returned will consist of the defendant's name, case number, case type, and any available case details. Where applicable, Background Profiles performs searches at the district level through on-line means or through the use of field researchers.

Motor Vehicle Records - This search provides information on an individual's driving history in a state. It is a recommended search for any candidate who will drive a company vehicle or drive their own vehicle on behalf of the company during business hours. The report can be used to verify the driver's license number, address, date of birth and identity. Records are obtained directly from the Motor Vehicle Department in each state, not from a potentially outdated database. All records are accessed in compliance with the Driver's Privacy Protection Act and state law.

Substance Abuse Screening – We can provide electronic 5 or 10 panel drug testing results. The collections centers used are provided by either Quest and are available on a nationwide basis. In that instance where applicants in outlying areas use a non-Quest collection site, additional "out-of-network" charges will apply. Additional **After-Hours** services may also be provided if needed.

E-Verify and Form i-9 – This service will enable you to conduct Form I-9 employment eligibility verifications through the Department of Homeland Security (DHS) and Social Security Administration (SSA).

Using information on newly hired employees' I-9 Forms, you will be able to verify the accuracy of Social Security and Immigration "A" numbers and in real-time obtain employees' legal right to work status with a DHS-issued verification number. Federal law requires that this product be used only after a jobseeker is provided a letter of intent up to and including start date of employment. The system provides the jobseeker forms and instructions if a non-conformation result is returned.

Employment Verification – This report will reveal information about the applicant's previous employment status. The typical information verified includes dates of employment, title, reason for termination, and eligibility for re-hire.

Education Verification – Confirms that the applicant attended the specified educational institution. Items verified are attendance dates, degrees/diploma received, etc. Verifications are performed by one of our researchers through direct contact with the Registrar or other appropriate records personnel.

Professional Reference Verification - This search confirms the applicant's employment with a particular manager or supervisor. If the supervisor is unwilling or unable to provide information about the applicant, we will report that information as such. We make every effort to gain as much information as possible, including how long the supervisor/manager has known the applicant; professional relationship; position/title applicant held; description of the applicant's responsibilities and/or essential duties; primary strengths and/or skills; would applicant be subject to rehire; applicant's attitude and work ethic; additional comments.

EXHIBIT B
Background Profiles Standard & Limiting Conditions

The standard and limiting conditions pertaining to the tasks that are the subject of this Contract are summarized below.

1. BPI'S SERVICES: Background Profiles, Inc. (hereinafter "BPI") is a consumer reporting agency and provides, among other things, consumer reports and investigative consumer reports ("Screening Reports") as defined by the Fair Credit Reporting Act ("FCRA"). Subject to the terms and conditions of this Agreement, BPI agrees to furnish to Subscriber, upon Subscriber's request, Screening Reports in connection with any pre-employment or post-employment background screening of applicants ("Applicant").

2. SUBSCRIBER'S GENERAL OBLIGATIONS: The City (hereinafter "Subscriber") agrees that it will:

   (a) Be responsible for identifying and taking all steps necessary to comply with all applicable federal, state and local laws in connection with the procurement and use of Screening Reports including providing the Applicant with consent, disclosures and reports required by the FCRA. If the information products You obtain from BPI re to be used for an employment purpose, You certify that prior to obtaining or causing a "consumer report" and/or "investigative consumer report" to be obtained, a clear and conspicuous disclosure, in a document consisting solely of the disclosure, will be made in writing to the consumer explaining that a consumer report and/or investigative consumer report may be obtained for employment purposes. This disclosure will satisfy all requirements identified in Section 606(a)(1) of the FCRA, as well as any applicable state or local laws. If You obtain such consent in electronic form, you certify that you will comply with all applicable laws related to electronic signatures, including but not limited to the E-Sign Act. The consumer will have authorized, in writing, the obtaining of the report by You.;

   (b) Subscriber understands and agrees that each time it requests an Investigative Consumer Report (as defined by the FCRA) from BPI, Subscriber is representing and warranting to BPI that it has, with regard to the particular Applicant concerned, complied with Subscriber's obligations under the FCRA section 606(a)(2).

   (c) Assume responsibility for the final verification of the Applicant's identity;

   (d) Base all hiring decisions and actions on its own policies and procedures and acknowledge that BPI's employees will not render any opinions regarding the use or obtaining of Screening Reports;

   (e) Acknowledge that title, ownership and intellectual property rights in and to the BPI system of products and services shall remain in BPI and/or its suppliers. Subscriber further acknowledges that all content contained in any Screening Report is the property of the applicable content owner and may be protected by applicable contract and/or copyright law.

   (f) If advice is requested by Subscriber from BPI, Subscriber understands and acknowledges that BPI is not acting as legal counsel to Subscriber or providing legal advice and that all such matters discussed should be reviewed and approved by Subscriber's legal counsel prior to any actions taken by Subscriber.

   (g) Ensure that only Subscriber's designated representatives will request reports and that Subscriber will take steps to prevent unauthorized use.

3. SUBSCRIBER'S CERTIFICATION OF FAIR CREDIT REPORTING ACT (FCRA) PERMISSIBLE PURPOSE(S)

   Subscriber hereby certifies that all of its orders for information products from BPI shall be made, and the resulting reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.,* permissible purposes only:

   Section 604(a)(3)(B). For employment purposes including evaluating a consumer for employment, promotion, reassignment or retention as an employee, where the consumer has given prior written permission.

   WHEN INFORMATION PRODUCTS ARE USED FOR EMPLOYMENT PURPOSES: If the information products Subscriber obtains from BPI are to be used for an employment purpose, Subscriber certifies that prior to obtaining or causing a "consumer report" and/or "investigative consumer report" to be obtained, a clear and conspicuous disclosure, in a document consisting *solely of the disclosure*, will be made in writing to the consumer explaining

that a consumer report and/or investigative consumer report may be obtained for employment purposes. This disclosure will satisfy all requirements identified in Section 606(a)(1) of the FCRA, as well as any applicable state or local laws. The consumer will have authorized, in writing, the obtaining of the report by Subscriber. If Subscriber obtains such consent in electronic form, Subscriber certifies that it will comply with all applicable laws related to electronic signatures, including but not limited to the E-Sign Act.

If the consumer is denied employment, or other adverse employment action is taken based in whole or in part on the information products provided by BPI, Subscriber will provide to the consumer: (1) a copy of the report, and (2) a description, in writing, of the rights of the consumer entitled: "A Summary of Your Rights Under the Fair Credit Reporting Act." After the appropriate waiting period, Subscriber will issue to the consumer notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act. Subscriber hereby acknowledges that it has received a copy of the Summary of Rights (16 C.F.R. Part 601, Appendix A) and Notice of Users of Consumer Reports (16 C.F.R. Part 601, Appendix C).

Subscriber understands that the credit bureaus require specific written approval from BPI before the following persons, entities and/or businesses may obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, businesses that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscriptions companies, individuals involved in spiritual counseling or persons or entities that are not an Subscriber or decision maker.

4. INVESTIGATIVE CONSUMER REPORTS: In addition to the disclosure requirements identified above, if the consumer makes a written request within a reasonable amount of time, Subscriber will provide: (1) information about whether an investigative consumer report has been requested; (2) if an investigative consumer report has been requested, written disclosure of the nature and scope of the investigation requested; and (3) BPI' contact information, including complete address and toll-free telephone number. This information will be provided to the consumer no later than five (5) days after the request for such disclosure was received from the consumer or such report was first requested, whichever is the latter.

5. DIRECT ACCESS TERMINAL PROVISION: This section applies if Subscriber will request any information from BPI via personal computer, through BPI On-Line remote software, the BPI secure website or e-mail, or any direct access terminal (in all cases a "DAT"). Subscriber will (i) restrict access to each DAT to those employees who have been trained on DAT; (ii) inform all trained DAT operators and other employees of Subscriber's FCRA and other obligations with respect to the request for and use of consumer reports; (iii) ensure that neither trained operators nor other employees will obtain consumer reports, information, or other information services for personal reasons or provide them to any unauthorized third party; and (iv) take all necessary measures to prevent unauthorized use of the DAT by any persons other than the trained operators for permissible purposes. Subscriber will immediately notify BPI if Subscriber suspects or knows of unauthorized communications with BPI's computer systems. Subscriber will inform trained DAT users and other employees with a need to know that unauthorized requests for consumer reports may subject them to civil and criminal liability under the FCRA.

   BPI may audit Subscriber at any time to ensure Subscriber is obtaining authorization from consumer and may terminate Subscriber privileges at any time if BPI reasonably believes that the Subscriber has violated this section or the FCRA. BPI will not be responsible for transmission distortion, interruptions or failures of the DAT or any other information service. Subscriber will indemnify and hold harmless BPI from and against any direct and actual loss, cost, liability, and expense (including reasonable attorney's fees) resulting from (i) Subscriber's failure to abide by, or its employees' or agents' violation of this section; or (ii) any unauthorized requests for consumer reports, information or any information service using Subscriber's number and access codes provided by BPI. THE BPI-ISSUED SUBSCRIBER CODES AND PASSWORDS MUST BE PROTECTED FROM UNAUTHORIZED USE. BPI-ISSUED SUBSCRIBER PASSWORDS MUST BE CHANGED IF THERE HAS BEEN ANY ACTUAL OR SUSPECTED COMPROMISE OR MISUSE OF THE PASSWORDS.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 1, 2015

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to rescind the February 18, 2015 Council action approving 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 - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The previous Council action for this agreement should be rescinded. Subsequent to Council approval and prior to signature by Nevada Power Company, the agreement terms and fee amount were revised by Nevada Power Company pursuant to the Public Utility Commission regulation changes. No payment was received by Nevada Power Company. An item requesting approval of Rule 9 Line Extension Agreement No. 25419, which will replace Agreement No. 24458, follows on this agenda.

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: C G Goodman

Printed Name: Carolyn G. Goodman, Mayor

Title: _____

Date: 02/18/15

Attest By: LUANN D. HOLMES, MMC, Acting City Clerk

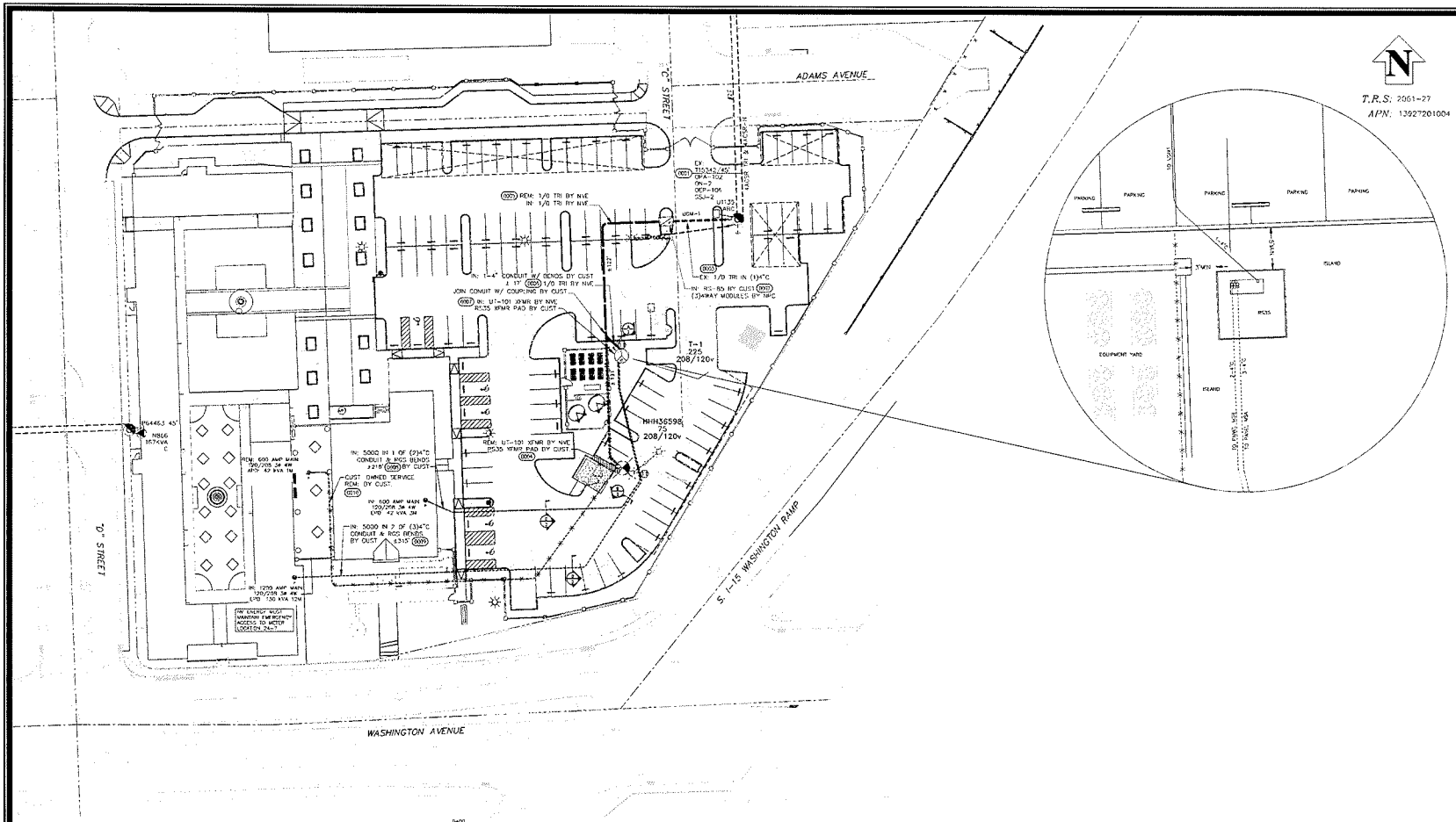
Approved as to form

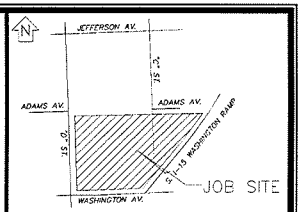
John S. Ridilla 1/12/15
John S. Ridilla Date
Deputy City Attorney

Exhibit A

Design

[Attached]





VICINITY MAP
(NOT TO SCALE)

EVERY EFFORT WAS BEEN MADE TO IDENTIFY ALL NVE FACILITIES. THE CUSTOMER SHALL CONFIRM THE EXISTENCE AND LOCATION OF THESE FACILITIES.

CALL BEFORE YOU DIG OVERHEAD
CALL 1-702-402-2929

Call before you Dig
Call 811
1-800-227-2600
1-702-455-6000

REVISIONS

NO.	DESCRIPTION	DATE	C.A.

NON-STANDARD

TYPE OF EASEMENT:
- AERIAL
- STANDARD
- R/W-31
- UNDERGROUND
- AS BUILT UNDERGROUND
- P.O.C./R/W-5-COM
- 3rd PARTY
- UNDERGROUND by EXHIBIT
- (N-001) PERMIT
- (R/W) PERMIT
- RAILROAD-UPRR-PERMIT
- SO. NEVADA WATER PERMIT
- NOT REQUIRED
- Misc Info

JPA NOTES:
- EMDARQ CONTACT: N/A
- PHONE NUMBER:
- DATE OF CONTACT:
- _____ TO SET NEW POLES
- _____ TO STAKE NEW POLES
- _____ TO PROVIDE _____ POLES
- _____ FT CLASS _____
- _____ FT CLASS _____
- _____ FT CLASS _____
- _____ TO DIG POLE HOLES
- _____ TO REMOVE EX. POLES
- N/A
- JPA#: N/A

EXHIBIT "A"

NVE INFORMATION:
COORDINATOR: JANE KING
PHONE: 402-6806
DESIGNER: JAKE DE GUZMAN D.F. DF-JM
DCA:
INSPECTOR: 402-3008
STAND BY: 402-4117,402-4116,402-4118
DISTRICT: LAS VEGAS NORTH

CUSTOMER INFORMATION:
APPLICANT: CITY OF LAS VEGAS
ENGINEER: PID-CARLOS BERGONIA 366-0634
CONTACT: CLV - SAM TOLMAN 229-2091
APPROVAL DATE: 09/08/2014

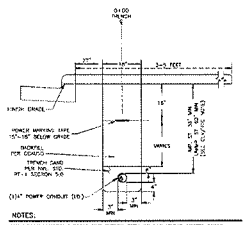
GOVERNMENT INFORMATION:
AGENCY: CITY OF LAS VEGAS
APPROVAL DATE: 09/08/2014

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

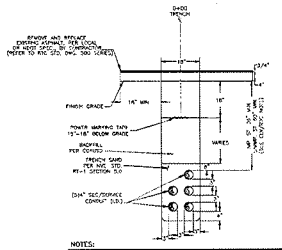
NVEnergy

WESTSIDE SCHOOL HISTORICAL REHAB.
330 W. WASHINGTON AVE.

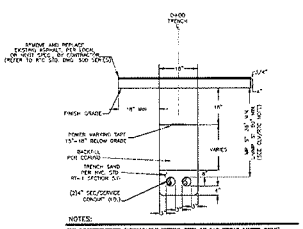
PROJ. ID: 3000646439 | SCALE: 1" = 30'
SHEET #: 2 OF 2 | DATE: 07/15/2014



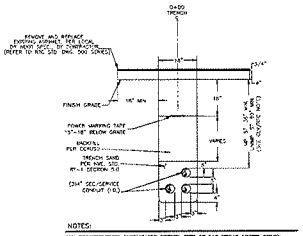
TRENCH DETAIL
DETAIL " A "



TRENCH DETAIL
DETAIL " B "



TRENCH DETAIL
DETAIL " C "



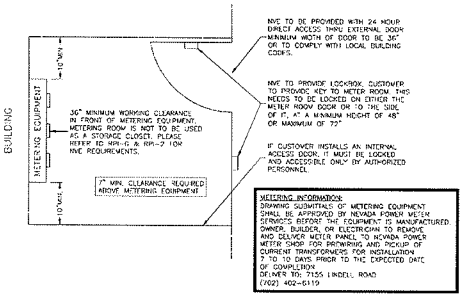
TRENCH DETAIL
DETAIL " D "

CIVIL LINETYPE LEGEND

	PROPOSED	EXISTING
CENTERLINE		
PROPERTY LINE/ROW		
CURB		
EDGE OF PAVEMENT		
EDGE OF SIDEWALK		
SEWER LINE *	8"S	8"S
WATER LINE *	8"W	8"W
GAS LINE *	2"G	3"G
TELEPHONE LINE *	T/L	T/L
CABLE TV LINE *	CATV	CATV
STORM DRAIN LINE *	12"SD	12"SD
FIRE HYDRANT		
STREET LIGHT		
STREET LIGHT SERVICE		

* UNDTYPES UTILIZED WHERE CONFLICT OCCURS WITH NVE FACILITIES.

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. RPI-G & PPI-2
(NOT TO SCALE)

METER LOCATION & ACCESS REQUIREMENTS

(NV ENERGY STANDARDS: RPI-2 & RPI-G)

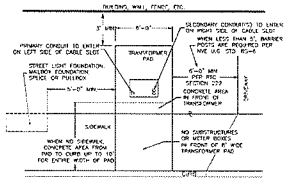
MIN. 3'X3' CLEAR, LEVEL SPACE (CART WORK SPACE) REQUIRED DIRECTLY IN FRONT OF METER. THIS SPACE SHALL NOT BE PART OF A DRIVEWAY OR SUBJECT TO VEHICULAR TRAFFIC.

SERVICE POINT TO BE NO GREATER THAN 100' FROM BACK OF CURB OR PUBLIC EASEMENT (NO GREATER THAN 25' FROM SIDEWALK OR ALLEY)

A SERVICE PEDESTAL MUST BE 5' MIN FROM BACK OF CURB, OR FROM DRIVEWAY OR OTHER TRAFFIC AREA

BOTH SERVICE POINT AND SAFE WORK SPACE TO BE DIRECTLY VISIBLE FROM FACE OF CURB OR PUBLIC EASEMENT, AND MUST BE READILY ACCESSIBLE TO NV 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

VISIBILITY, ACCESSIBILITY, AND SAFE WORK SPACE MUST BE MAINTAINED FOR THE ENTIRE LIFE OF THE SERVICE.



THREE-PHASE TRANSFORMER LOCATION DETAIL

NVE U.G. STD. RS-5 & RS-35 OR RS-37

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

DWG	NEW	
●	○	SOLE USE WOOD POLE
◔	◔	JOINT USE WOOD POLE
■	□	SOLE USE STEEL POLE
◪	◪	JOINT USE STEEL POLE
◎	Ⓟ	GUY POLE
→	→	GUY
•	•	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

T,R,S: 20S1-27
APN: 139272010004

GENERAL NOTES:

ANY NOTES LOCATED IN DRAWING AREA TAKE PRECEDENCE OVER STANDARD 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 AFOREMENTIONED CONSTRUCTION SPECIFICATIONS ON HIS OR HER OWN BEHALF.

REFER TO A CURRENT NV ENERGY ELECTRIC SERVICE REQUIREMENTS HANDBOOK FOR FURTHER CLARIFICATION OF NVE STANDARDS.

THE APPLICANT SHALL INFORM THE INSPECTION AT LEAST 48 HOURS BEFORE COMMENCING ANY ITEM OF CONSTRUCTION OR INSTALLATION OF MATERIAL TO ENABLE PROPER INSPECTION OF MATERIALS AND WORKMANSHIP. WORK TRENCH WIRE PULLS TO BE SCHEDULED 72 HOURS 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 REPRESENT 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 EQUIPMENT 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 CHANNELS.

CALL NV ENERGY UNDERGROUND INSPECTORS 48 HOURS PRIOR TO START OF CONSTRUCTION FOR TRENCH INSPECTION BEFORE CONCRETE TRENCH.

ALL NVE CABLE TO BE INSTALLED BEHIND CURB, UNLESS OTHERWISE STATED.

APPLICANT IS RESPONSIBLE FOR STAKING OF PROPERTY CORNERS & ELEVATIONS.

ALL HANDHOLES AND PULLBOXES SHALL BE INSTALLED TO FINISHED GRADE OR 6" ABOVE IF GRADE IS NOT ESTABLISHED.

WHEN INSTALLING CONDUIT IN FIELD, USE APPROPRIATE BENDS TO COMPLETE THE INSTALLATION.

DEFLECTION OF CONDUIT BENDS AND CONDUIT NOT TO EXCEED NVE STANDARDS.

EXISTING CONDUIT INSTALLED BY PREVIOUS CONTRACTOR / DEVELOPER. NVE DOES NOT GUARANTEE LOCATION, LENGTH, OR ACCESSIBILITY OF STUB OUT. IF UTILIZING ANY PORTION OF EXISTING CONDUIT, IT MUST BE MANDRELLED PRIOR TO FINAL RELEASE.

PREVIOUSLY MANDRELLED CONDUIT WHICH HAS BEEN IN THE GROUND FOR OVER 6 MONTHS MUST BE RE-MANDRELLED PRIOR TO FINAL RELEASE.

NO COVERED PARKING IN FRONT OF EQUIPMENT.

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE "UNIFORM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION OFF-SITE IMPROVEMENTS, CLARK COUNTY AREA NEVADA", LATEST ISSUE; THE "UNIFORM STANDARD DRAWINGS FOR PUBLIC WORKS CONSTRUCTION, CLARK COUNTY AREA NEVADA", LATEST ISSUE; AND OTHER APPLICABLE APPROVED STANDARDS ISSUED BY THE CONTROLLING AGENCY; ALL LOCAL CITY CODES AND ORDINANCES APPLICABLE.

COMMERCIAL

DWG	NEW	NVE WORK AND SERVICES TO CONSIST OF:
		1/0 TRIPLEX, 15 KV AL PRIMARY CABLE IN 4" PLASTIC CONDUIT (CONDUIT BY CONTRACTOR).
		1/0, 15 KV AL PRIMARY CABLE IN 4" PLASTIC CONDUIT (CONDUIT BY CONTRACTOR).
		INSTALL NEW CABLE IN EXISTING VACANT CONDUIT.
		CONDUIT LOCATING DEVICE 18" ABOVE STUBOUT.
		SINGLE PHASE PRIMARY POLE RISER PER NVE U.G. STD. OEP-105.
		THREE PHASE PRIMARY POLE RISER PER NVE U.G. STD. OEP-106.
		SECONDARY RISER PER NVE U.G. STD. SSP-2.
		SINGLE PHASE COMMERCIAL PADMOUNTED TRANSFORMER WITH SIZE AS NOTED, 7200-120/240V. PER NVE U.G. STD. UT-105.
		(2) SINGLE PHASE PADMOUNTED COMMERCIAL TRANSFORMERS WITH SIZE AS NOTED, 7200-120/240V, CONNECT OPEN WYE-OPEN DELTA FOR THREE PHASE 120-240V SERVICE, PER NVE U.G. STD. UT-107, WHERE APPLICABLE.
		(3) SINGLE PHASE PADMOUNTED COMMERCIAL TRANSFORMERS WITH SIZE AS NOTED, 7200-120/240V, CONNECT CLOSED WYE-CLOSED DELTA FOR THREE PHASE 120-240V SERVICE, PER NVE U.G. STD UT-108, WHERE APPLICABLE.
		THREE PHASE COMMERCIAL PADMOUNTED TRANSFORMER WITH SIZE & VOLTAGE AS NOTED, PER NVE U.G. STD. UT-101, WHERE APPLICABLE.
		TERMINATION OF ALL MODULES, MAKES, SPLICES AND FINAL CONNECTIONS.
		NVE TO CORE PRIMARY CABLE IN PULLBOX FOR FUTURE SPLICES, WHERE APPLICABLE.
		NVE TO CUT EXISTING CONDUIT AND TERMINATE PRIMARY CABLES ON THE LOAD BREAK MODULE, WHERE APPLICABLE.
		SERVICE CABLE BY NVE UNLESS NOTED OTHERWISE.
DWG	NEW	APPLICANT TO FURNISH AND INSTALL:
		ALL TRENCHING & BACKFILL MEETING APPLICABLE NVE STANDARD (RT-7 OR RT-12).
		4" PLASTIC CONDUIT, PER NVE U.G. STD. PC-1 AND PC-2.
		4" PLASTIC CONDUIT BENDS (90°, 45°) WITH 36" MIN. RADIUS. (IF CONDUIT LENGTH IS UNDER 100')
		4" RGS BENDS (90°, 45°) WITH 36" MINIMUM RADIUS, TAPED OR PVC COATED. (IF CONDUIT LENGTH IS OVER 100')
		COUPLING FOR 2", 4", OR 6" CONDUITS (AS APPLICABLE).
		ALL SERVICE CONDUIT - 4" MINIMUM SDR0 PVC GRAY (RISER: RGS REQUIRED) WITH 5/32" POLYPROPYLENE PULL LINE WITH A MIN. BREAKING STRENGTH OF 2200 lbs.
		2'-6" X 4' X 4' SPLICE PULLBOX PER NVE U.G. STD. RS-80.
		3' X 3' X 4' PULLBOX PER NVE U.G. STD. RS-82.
		PAD FOR (1) SINGLE PHASE COMMERCIAL TRANSFORMER, PER NVE U.G. STD. RS-19 AND RS-5.
		PAD FOR (2) SINGLE PHASE COMMERCIAL TRANSFORMERS, PER NVE U.G. STD. RS-20 AND RS-5.
		PAD FOR (2) SINGLE PHASE COMMERCIAL TRANSFORMERS, PER NVE U.G. STD. RS-21 AND RS-5.
		PAD FOR (1) THREE PHASE COMMERCIAL TRANSFORMER, PER NVE U.G. STD. RS-35, RS-37, RS-40 OR RS-41, AND RS-5.
		VEHICLE PROTECTIVE BARRIERS PER NVE U.G. STD. RS-6, WHERE APPLICABLE.

SOURCE (X OR WHO)	PROJECT CONNECTED LOAD (10)				SOURCE (X OR WHO)
	PH.	EX. KVA	ADDED KVA	TOTAL KVA	
U1136	A⊘	25	50	75	XXXXX
715342	B⊘	25	50	75	XX
	C⊘	25	50	75	

CONSTRUCTION/INSPECTION REQUIREMENTS

WORK MUST CONFORM TO NVE ELECTRIC SERVICE STANDARDS, AVAILABLE AT: www.nvenergy.com/business/newconstruction/newconstructionfaqs/serviceinstandards.cfm

NVE INSPECTOR MUST BE PRESENT TO INSPECT TRENCHING (SCHEDULE AT LEAST 72 HOURS IN ADVANCE) AT EACH OF THE FOLLOWING STAGES:
1. TRENCH WORK AT CONDUIT INSTALLED
2. TOP SAND INSTALLED
3. BACKFILL INSTALLED

CONDUIT MUST BE MANDRELLED PRIOR TO RELEASE (COORDINATE WITH INSPECTION).

NVE STAND BY CREW IS REQUIRED WHEN WORKING AT AN ENERGIZED VAULT OR TRANSFORMER. CALL STAND BY NUMBER (SEE TITLE BLOCK) TO SCHEDULE.

NVE ELECTRICAL INSTALLATION WILL NOT BE SCHEDULED UNTIL AFTER THE NVE INSPECTOR HAS COMPLETED THE OFFICIAL RELEASE.

METER(S) WILL NOT BE SET UNTIL ALL OF THE FOLLOWING ARE COMPLETE:
- ENCLOSURE/RACEWAY/UNIT METERING EQUIPMENT HAS BEEN SUBMITTED TO NVE METERING ENGINEER AND APPROVED. (nvbmtrinfo_westtrans@nvenergy.com)
- APPLICATION FOR METER SET HAS BEEN SUBMITTED TO NVE'S NEW DEVELOPMENT CENTER. (702) 402-6119.
- THE LOCAL BUILDING AUTHORITY HAS INSPECTED AND APPROVED THE METERING EQUIPMENT.
- METERING EQUIPMENT IS ACCESSIBLE AND CLEARLY IDENTIFIED WITH PERMANENT MARKINGS. ADDRESSES, SUITE NUMBERS, AND STREET SIGNS ARE POSTED IN PERMANENT LOCATIONS (SEE RPI-G).

TRACK PROJECT STATUS ONLINE WITH NVE'S DEVELOPER DASHBOARD: www.nvenergy.com/business/newconstruction/newconstructionfaqs/developerdashboard.cfm

RTC NOTES:

BACKFILL AND RIGHT OF WAY RESTORATION SHALL CONFORM TO CLARK COUNTY UNIFORM STANDARD DRAWINGS

(1)	500.1 0 TO 5 YEARS PAVEMENT RESTORATION LONGITUDINAL CUT
(2)	500.2 0 TO 5 YEARS PAVEMENT RESTORATION TRANSVERSE CUT
(3)	500.3 OVER 5 YRS PAVEMENT RESTORATION LONGITUDINAL CUT, GREATER THAN 60' R.O.W
(4)	500.4 OVER 5 YRS PAVEMENT RESTORATION LONGITUDINAL CUT, 60' R.O.W OR LESS
(5)	500.5 OVER 5 YRS PAVEMENT RESTORATION TRANSVERSE ALL R.O.W WIDTHS
(6)	501 TYPICAL UNDERGROUND UTILITY LOCATIONS IN RESIDENTIAL STREETS 60' OR LESS R.O.W.
(7)	501.1 TYPICAL UTILITY UNDERGROUND LOCATIONS IN STREETS WITH GREATER THAN 60' R.O.W.
(8)	503 METHOD B FOR RIGID AND FLEXIBLE PIPE TRENCH BACKFILL – PAVED AREAS
(9)	503.1 METHOD A FOR FLEXIBLE PIPE TRENCH BACKFILL – PAVED AREAS
(10)	503.2 METHOD A FOR RIGID PIPE TRENCH BACKFILL – PAVED AREAS
(11)	BACKFILL IN UNPAVED AREA AS REQUIRED BY LOCAL CODE OR AS APPROVED BY AGENCY.
(12)	234 SIDEWALK

APPROVED FOR CONSTRUCTION

THIS APPROVAL IS FOR WORK IN CLV R/W & EASEMENT ONLY. OBTAINING PERMISSIONS OR EASEMENTS FOR WORK SHOWN ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE UTILITY.

APPROVAL DATE

CITY OF LAS VEGAS PERMIT REQUIRED*

CONTACT CLV LAND DEVELOPMENT (229-6371)
CLV CONSTRUCTION SERVICES MUST BE NOTIFIED 24 HOURS PRIOR TO COMMENCING CONSTRUCTION (229-6337)

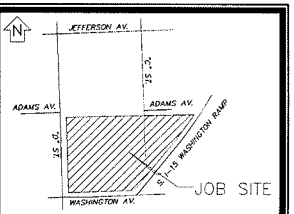
HANSEN_____ DATE_____

*NVE INSPECTOR MUST BE NOTIFIED BY FAX 48 HOURS PRIOR TO COMMENCING CONSTRUCTION & WILL VERIFY CITY PERMIT FOR WORK DONE IN STREETS OR SIDEWALK. FAX PERMIT TO:
LAS VEGAS NORTH (RYAN CENTER): 402-4364
LAS VEGAS SOUTH (BELLWAY CENTER): 402-8864

CIVIL LINETYPE LEGEND

	PROPOSED	EXISTING
CENTERLINE		
PROPERTY LINE/ROW CURB		
LIP OF PAN/GUTTER	TC	TC
EDGE OF SIDEWALK	TW	TW
SEWER LINE *	S"-	S"-
WATER LINE *	W"-	W"-
GAS LINE *	G"-	G"-
TELEPHONE LINE *	TEL	TEL
CABLE TV LINE *	CATV	CATV
STORM DRAIN LINE *	SD"-	SD"-
FIRE HYDRANT		
STREET LIGHT		
STREET LIGHT SERVICE		

* LINETYPES UTILIZED WHERE CONFLICT OCCURS WITH NVE FACILITIES.



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.

REVISIONS

NO.	DESCRIPTION	DATE	C.A.

NON-STANDARD

TYPE OF EASEMENT:
AERIAL
STANDARD
R/W-25
UNDERGROUND
AG. BUILT UNDERGROUND
R.O.E./R/W-5-COM
3rd PARTY
UNDERGROUND BY EXHIBIT
(N-001) PERMIT
(DLM) PERMIT
RAILROAD-UPRR-PERMIT
CO NEVADA WATER PERMIT
NOT REQUIRED
Misc Info

JPA NOTES:
EMSARO CONTACT: N/A
PHONE NUMBER:
DATE OF CONTACT:
TO SET NEW POLES
TO STAKE NEW POLES
TO PROVIDE POLES
FT. CLASS
FT. CLASS
FT. CLASS
TO DIG POLE HOLES
TO REMOVE EX. POLES
N/A
JPA#: N/A

EXHIBIT "A"

NVE INFORMATION:
COORDINATOR: JANE KING
PHONE: 402-6806
DESIGNER: JAKE DE GUZMAN D.F DF-JM
DCA:
INSPECTOR: 402-3008
STAND BY: 402-4117,402-4116,402-4118
DISTRICT: LAS VEGAS NORTH

CUSTOMER INFORMATION:
APPLICANT: CITY OF LAS VEGAS
ENGINEER: PID-CARLOS BERGONIA 366-0634
CONTACT: CLV - SAM TOLMAN 229-2091
APPROVAL DATE: 09/08/2014

GOVERNMENT INFORMATION:
AGENCY: CITY OF LAS VEGAS
APPROVAL DATE 09/08/2014

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: 3000646439	SCALE: 1" = 30'
SHEET #: 1 OF 2	DATE: 07/15/2014

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.

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.: **26.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 2015

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Rule 9 Line Extension Agreement No 25914 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 ($6,809 - Special Revenue Fund - Special Programs - LVCIC Westside School Construction) - Ward 5 (Barlow)

Fiscal Impact

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

Amount: $6,809
Funding Source: Special Revenue Fund Special Programs - LVCIC Westside School Construction
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
This Rule 9 Line Extension Agreement 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. 25914

RULE 9
LINE EXTENSION AGREEMENT

Agreement No.: 25914
PID: 3000646439
Date Prepared: 02/11/2015

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 **$44,278.52**, as summarized on Exhibit B.

1.3 Estimated Advance. The estimated Advance is **$6,809.00**, consisting of:

(A) CIAC. An estimated CIAC in the amount of **$470.00** ("**Estimated CIAC**"). This amount includes a non-taxable, non-refundable cost of **$0.00** and a taxable, non-refundable cost of **$470.00**. 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 **$159.00**. 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 **$6,180.00**. 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 **$6,809.00**. 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 02/11/2015.

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.: 25914
PID: 3000646439
Date Prepared: 02/11/2015

UTILITY:

Nevada Power Company d/b/a NV Energy

By: _____

Printed Name: _____

Title: _____

Date: _____

APPLICANT:

CITY OF LAS VEGAS

By: _____

Printed Name: _____

Title: _____

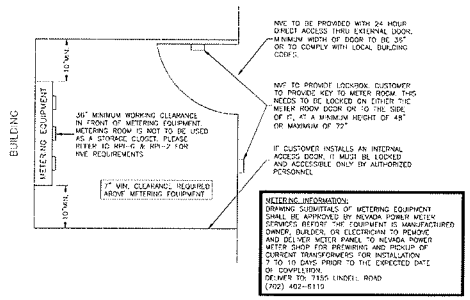
Date: _____

Approved as to form
John S. Ridilla 3/5/15
John S. Ridilla Date
Deputy City Attorney

Exhibit A

Design

[Attached]



METER ROOM DETAIL

NVE U.G. STD. RPI-G & RPI-2
(NOT TO SCALE)

METER LOCATION & ACCESS REQUIREMENTS

(NV ENERGY STANDARDS RPI-7 & RPI-10)

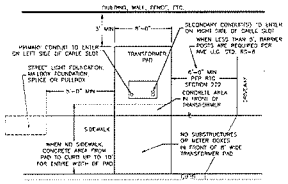
MIN. 5'X5' CLEAR, LEVEL SPACE (SAFE WORK SPACE) REQUIRED DIRECTLY IN FRONT OF METER. THIS SPACE SHALL NOT BE PART OF A DRIVEWAY OR SUBJECT TO VEHICULAR TRAFFIC

SERVICE POINT TO BE NO GREATER THAN 100' FROM BACK OF CURB OF PUBLIC EASEMENT (NO GREATER THAN 25' FROM SIDE STREET OR ALLEY)

A SECURE, PEDESTAL MUST BE 3' MIN FROM BACK OF CURB, OR FROM DRIVEWAY OR OTHER TRAFFIC AREA

BOTH SERVICE POINT AND SAFE WORK SPACE TO BE DIRECTLY VISIBLE FROM BACK OF CURB OR PUBLIC EASEMENT, AND MUST BE READILY ACCESSIBLE TO NV ENERGY AT ALL TIMES WITHOUT REQUIRING PASSAGE THROUGH LOCKED GATES OR CLOSING CUSTOMER CONTACT FENCES. GATES, WALLS, OR OTHER OBSTRUCTIONS IN FRONT OF THE SERVICE POINT ARE PROHIBITED

VISIBILITY, ACCESSIBILITY, AND SAFE WORK SPACE MUST BE MAINTAINED FOR THE ENTIRE LIFE OF THE SERVICE.



THREE-PHASE TRANSFORMER LOCATION DETAIL

NVE U.G. STD. RPI-5 & RPI-20 OR RPI-37

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, CONDUCTOR TO ENSURE ITS INTEGRITY AND REPAIR IF NECESSARY.

NVE OVERHEAD SYMBOLS

DIST.	NOW	
●	○	SOLE USE WOOD POLE
◕	⊘	JOINT USE WOOD POLE
■	□	SOLE USE STEEL POLE
◪	⊠	JOINT USE STEEL POLE
◎	Ⓖ	GUY POLE
⊣	⊣	DUY
-	-	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

N

T.R.S. 20S-61E

A.P.N. 139-27-201-004

GENERAL NOTES:

ANY NOTES LOCATED IN DRAWING AREA TAKE PRECEDENCE OVER STANDARD 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 AFOREMENTIONED CONSTRUCTION SPECIFICATIONS IN HIS OR HER OWN BEHALF.

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. WARM TRENCH WIRE PULLS TO BE SCHEDULED 72 HOURS 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 REPRESENT 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 COMPANY FROM 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 CHANNELS.

CALL NV ENERGY UNDERGROUND INSPECTIONS 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 HANDHOLES AND PULLBOXES SHALL BE INSTALLED TO FINISHED GRADE OR 6" ABOVE IF GRADE IS NOT ESTABLISHED.

WHEN INSTALLING CONDUIT IN FIELD, USE APPROPRIATE BENDS TO COMPLETE THE INSTALLATION.

DEFLECTION OF CONDUIT BENDS AND CONDUIT NOT TO EXCEED NVE STANDARDS.

EXISTING CONDUIT INSTALLED BY PREVIOUS CONTRACTOR / DEVELOPER, NVE DOES NOT GUARANTEE LOCATION, LENGTH, OR ACCESSIBILITY OF STUB OUT. IF UTILIZING ANY PORTION OF EXISTING CONDUIT, IT MUST BE MANDRELLED PRIOR TO FINAL RELEASE.

PREVIOUSLY MANDRELLED CONDUIT WHICH HAS BEEN IN THE GROUND FOR OVER 6 MONTHS MUST BE RE-MANDRELLED PRIOR TO FINAL RELEASE.

NO COVERED PARKING IN FRONT OF EQUIPMENT.

ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE "UNIFORM 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 LOCAL CITY CODES AND ORDINANCES APPLICABLE.

COMMERCIAL

DIST. NOW

NVE WORK AND SERVICES TO CONSIST OF:

- 1/0 TRIPLEX 15 KV AL PRIMARY CABLE IN 4" PLASTIC CONDUIT (CONDUIT BY CONTRACTOR).
- 1/0 15 KV AL PRIMARY CABLE IN 4" PLASTIC CONDUIT (CONDUIT BY CONTRACTOR).
- INSTALL NEW CABLE IN EXISTING VACANT CONDUIT.
- CONDUIT LOCATING DEVICE 18" ABOVE STUBOUT.
- SINGLE PHASE PRIMARY POLE RISER PER NVE U.G. STD. RPI-10B.
- THREE PHASE PRIMARY POLE RISER PER NVE U.G. STD. RPI-10C.
- SECONDARY RISER PER NVE U.G. STD. RPI-2.
- SINGLE PHASE COMMERCIAL PADMOUNTED TRANSFORMER WITH SEC 4S NOTES, 7200V-120/240V, PER NVE U.G. STD. RT-10C.
- (2) SINGLE PHASE PADMOUNTED COMMERCIAL TRANSFORMERS WITH SEC 4S NOTES, 7200V-120/240V, CONNECT OPEN WYE-OPEN DELTA FOR THREE PHASE 208-240V SERVICE, PER NVE U.G. STD. RT-10C, WHERE APPLICABLE.
- (3) SINGLE PHASE PADMOUNTED COMMERCIAL TRANSFORMERS WITH SEC 4S NOTES, 7200V-120/240V, CONNECT CLOSED WYE-CLOSED DELTA FOR THREE PHASE 208-240V SERVICE, PER NVE U.G. STD. RT-10C, WHERE APPLICABLE.
- THREE PHASE COMMERCIAL PADMOUNTED TRANSFORMER WITH SEC 4 COLLING AS NOTED, PER NVE U.G. STD. RT-10D, WHERE APPLICABLE.
- TERMINATION OF ALL MODULES, WAGES, SPLICES AND FINAL CONNECTIONS.
- NVE TO TERM PRIMARY CABLE IN PULLBOX FOR FUTURE SPLICES, WHERE APPLICABLE.
- NVE TO CUT EXISTING CONDUIT AND TERMINATE PRIMARY CABLES ON THE LOAD BREAK MODULE, WHERE APPLICABLE.
- SERVICE CABLE BY NVE UNLESS NOTED OTHERWISE.

DIST. NOW

APPLICANT TO FURNISH AND INSTALL:

- ALL TRENCHING & BACKFILL MEETING APPLICABLE NVE STANDARD (RPI-37 OR RT-10).
- 4" PLASTIC CONDUIT, PER NVE U.G. STD. RT-1 AND RT-2.
- 4" PLASTIC CONDUIT BENDS (90°, 45°) WITH 24" MIN. RADIUS, OF CONDUIT LENGTH, 5 UNDER 180°.
- 4" RGS BENDS (90°, 45°) WITH 24" MINIMUM RADIUS, LIMITED OF TWO SECTIONS OF CONDUIT LENGTH, 5 UNDER 180°.
- COUPLING FOR 2", 3", OR 4" CONDUITS (AS APPLICABLE).
- ALL SERVICE CONDUIT - 4" MINIMUM SCH80 PVC GRAY (FIBER RGS REQUIRED) WITH 2" OUT POLYPROPYLENE PULL LINE WITH A MIN. BREAKING STRENGTH OF 200 lbs.
- 2'-6" X 5'-0" X 2'-6" SPLICE PULLBOX PER NVE U.G. STD. RT-9B.
- 3'-6" X 5'-0" X 4' PULLBOX PER NVE U.G. STD. RT-9C.
- PAD FOR (1) SINGLE PHASE COMMERCIAL TRANSFORMER, PER NVE U.G. STD. RT-19 AND RT-5.
- PAD FOR (2) SINGLE PHASE COMMERCIAL TRANSFORMERS, PER NVE U.G. STD. RT-20 AND RT-5.
- PAD FOR (3) SINGLE PHASE COMMERCIAL TRANSFORMERS, PER NVE U.G. STD. RT-21, RT-21, RT-21 AND RT-5.
- PAD FOR (1) THREE PHASE COMMERCIAL TRANSFORMER, PER NVE U.G. STD. RT-24, RT-24, RT-24 AND RT-5.
- VEHICLE PROTECTIVE BARRIERS PER NVE U.G. STD. RT-5, WHERE APPLICABLE.

SOURCE CIRCUIT	PROJECT CONNECTED LOAD (10)				SOURCE CIRCUIT
	PH	P.F.	KVA	ADDED KVA	TOTAL KVA	
LC123A	A	25	50	75	XXXX
715042	B	25	50	75	XX
	C	25	50	75	

CITY OF LAS VEGAS PERMIT REQUIRED*

CONTACT CLV LAND DEVELOPMENT (229-6297)
CLV CONSTRUCTION SERVICES MUST BE NOTIFIED 24 HOURS PRIOR TO COMMENCING CONSTRUCTION (229-6297)

HANSEN _____ DATE _____

*NVE INSPECTION MUST BE NOTIFIED 24 HOURS PRIOR TO COMMENCING CONSTRUCTION IN ALL NVE EASEMENT AREAS FOR WORK DONE IN STREETS OR SIDEWALK. PULL PERMIT TO:

LAS VEGAS NORTH: NVE CENTER: 402-4000
LAS VEGAS SOUTH: SEE "NVE CENTERS" 402-4000

APPROVED FOR CONSTRUCTION

THIS APPROVAL IS FOR WORK IN CLV R/W & EASEMENT ONLY. OBTAINING PERMISSIONS OR EASEMENTS FOR WORK SHOWN ON PRIVATE PROPERTY IS THE RESPONSIBILITY OF THE UTILITY.

APPROVAL _____ DATE _____

CONSTRUCTION/INSPECTION REQUIREMENTS

WORK MUST CONFORM TO NVE ELECTRIC SERVICE STANDARDS, AVAILABLE AT: www.nvenergy.com/business/newconstruction/newconstructiontools/serviceinstallguide.cfm

NVE INSPECTOR MUST BE PRESENT TO INSPECT TRENCHING (SCHEDULE AT LEAST 72 HOURS IN ADVANCE) AT EACH OF THE FOLLOWING STAGES:
1. BOTTOM SAND AND CONDUIT INSTALLED
2. TOP SAND INSTALLED
3. BACKFILL INSTALLED

CONDUIT MUST BE MANDRELLED PRIOR TO RELEASE (COORDINATE WITH INSPECTOR).

NVE STAND BY CREW IS REQUIRED WHEN WORKING AT AN ENERGIZED VAULT OR TRANSFORMER. CALL STAND BY NUMBER (SEE TITLE BLOCK) TO SCHEDULE.

NVE ELECTRICAL INSTALLATION WILL NOT BE SCHEDULED UNTIL AFTER THE NVE INSPECTOR HAS COMPLETED THE OFFICIAL RELEASE.

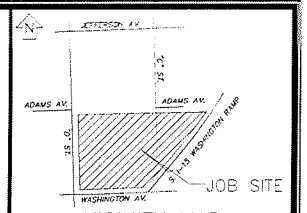
METER(S) WILL NOT BE SET UNTIL ALL OF THE FOLLOWING ARE COMPLETE:
- SHUTTER(S)-RATED SINGLE METERING EQUIPMENT HAS BEEN SUBMITTED TO NVE METERING SERVICES AND APPROVED. (submittals_southern@nvenergy.com)
- APPLICATION FOR METER SET HAS BEEN SUBMITTED TO NVE'S NEW DEVELOPMENT CENTER. FORM AVAILABLE AT: www.nvenergy.com/botatwo_prod/nve_construction/meter_set.pdf
- THE LOCAL BUILDING AUTHORITY HAS INSPECTED AND APPROVED THE METERING EQUIPMENT.
- METERING EQUIPMENT IS ACCESSIBLE AND CLEARLY IDENTIFIED WITH PERMANENT MARKINGS. ADDRESSES, SUITE NUMBERS, AND STREET SIGNS ARE POSTED IN PERMANENT LOCATIONS (SEE RPI-10)

TRACK PROJECT STATUS ONLINE WITH NVE'S DEVELOPER DASHBOARD: www.nvenergy.com/businessnewconstruction/newconstructiontools/developerdashboard.cfm

RTC NOTES:

BACKFILL AND RIGHT OF WAY RESTORATION SHALL CONFORM TO CLARK COUNTY UNIFORM STANDARD DRAWINGS

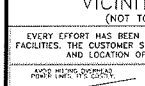
(1)	500.1 0 TO 5 YEARS PAVEMENT RESTORATION LONGITUDINAL CUT
(2)	500.2 0 TO 5 YEARS PAVEMENT RESTORATION TRANSVERSE CUT
(3)	500.3 OVER 5 YEARS PAVEMENT RESTORATION LONGITUDINAL CUT, GREATER THAN 60' R.O.W
(4)	500.4 OVER 5 YRS PAVEMENT RESTORATION LONGITUDINAL CUT, 60' R.O.W OR LESS
(5)	500.5 OVER 5 YRS PAVEMENT RESTORATION TRANSVERSE ALL R.O.W WIDTHS
(6)	501 TYPICAL UNDERGROUND UTILITY LOCATIONS IN RESIDENTIAL STREETS 60' OR LESS R.O.W.
(7)	501.1 TYPICAL UTILITY UNDERGROUND LOCATIONS IN STREETS WITH GREATER THAN 60' R.O.W.
(8)	503 METHOD B FOR RIGID AND FLEXIBLE PIPE TRENCH BACKFILL – PAVED AREAS
(9)	503.1 METHOD A FOR FLEXIBLE PIPE TRENCH BACKFILL – PAVED AREAS
(10)	503.2 METHOD A FOR RIGID PIPE TRENCH BACKFILL – PAVED AREAS
(11)	BACKFILL IN UNPAVED AREA AS REQUIRED BY LOCAL CODE OR AS APPROVED BY AGENCY.
(12)	234 SIDEWALK



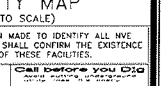
VICINITY MAP

(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 1-702-402-2929



1-800-227-2600
1-702-455-6000

REVISIONS

NO	DESCRIPTION	DATE	C.A.

NON-STANDARD

TYPE OF EASEMENT:

AERIAL		
STANDARD		
BLANKET		
UNDERGROUND		
AS BUILT UNDERGROUND		
R.O.E. (NON-NVE)		
3rd PARTY		
UNDERGROUND IN CONDUIT		
ON-SITE (NVE)		
NEW FRONT		
PAD/SLAB-UPPER MOUNT		
CO NETWORK WATER MOUNT		
NOT REQUIRED		
WIRE ONLY		

JPA NOTES:

ENGAGE CONTACT	N/A
PHONE NUMBER	
JPA #	
1) SET NEW POLES	
2) INSTALL NEW TRANS.	
3) TRANSFER POLES	
4) PRIMARY	
5) CLASS	
6) SECONDARY	
7) CLASS	
8) INSTALL GUY	
9) REMOVE EX. POLES	
N/A	
N/A	

EXHIBIT "A"

NVE INFORMATION:

COORDINATOR: JANE KING
PHONE: 402-5805
DES ENGR: JAKE DE SMEDT D.I. DE-JM
PCA:
INSPECTOR: 402-2005
STAND BY: 402-4117,402-4116,402-4115
DIST/PRT: LAS VEGAS NORTH

CUSTOMER INFORMATION:

APPLICANT: CITY OF LAS VEGAS
ENGINEER: PIC-CARLOS BERRONIA 366-0634
CONTACT: CLV - SAM TOLMAN 229-2091
APPROVAL DATE: 09/08/2014

GOVERNMENT INFORMATION:

AGENCY: CITY OF LAS VEGAS
APPROVAL DATE: 09/08/2014

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.

CIVIL LINETYPE LEGEND

	PROPOSED	EXISTING
CENTERLINE		
PROPERTY LINE/ROW		
CURB		
EDGE OF PAVEMENT		
EDGE OF SIDEWALK		
GAS LINE *	G	G
WATER LINE *	W	W
SEWER LINE *	S	S
TELEPHONE LINE *	T	T
CABLE TV LINE *	TV	TV
STORM DRAIN LINE *	SD	SD
FIRE HYDRANT		
STREET LIGHT		
SIGN		
* UNDERGROUND UTILITIES MARKED WITH ANY SURVEYOR		

NVEnergy.

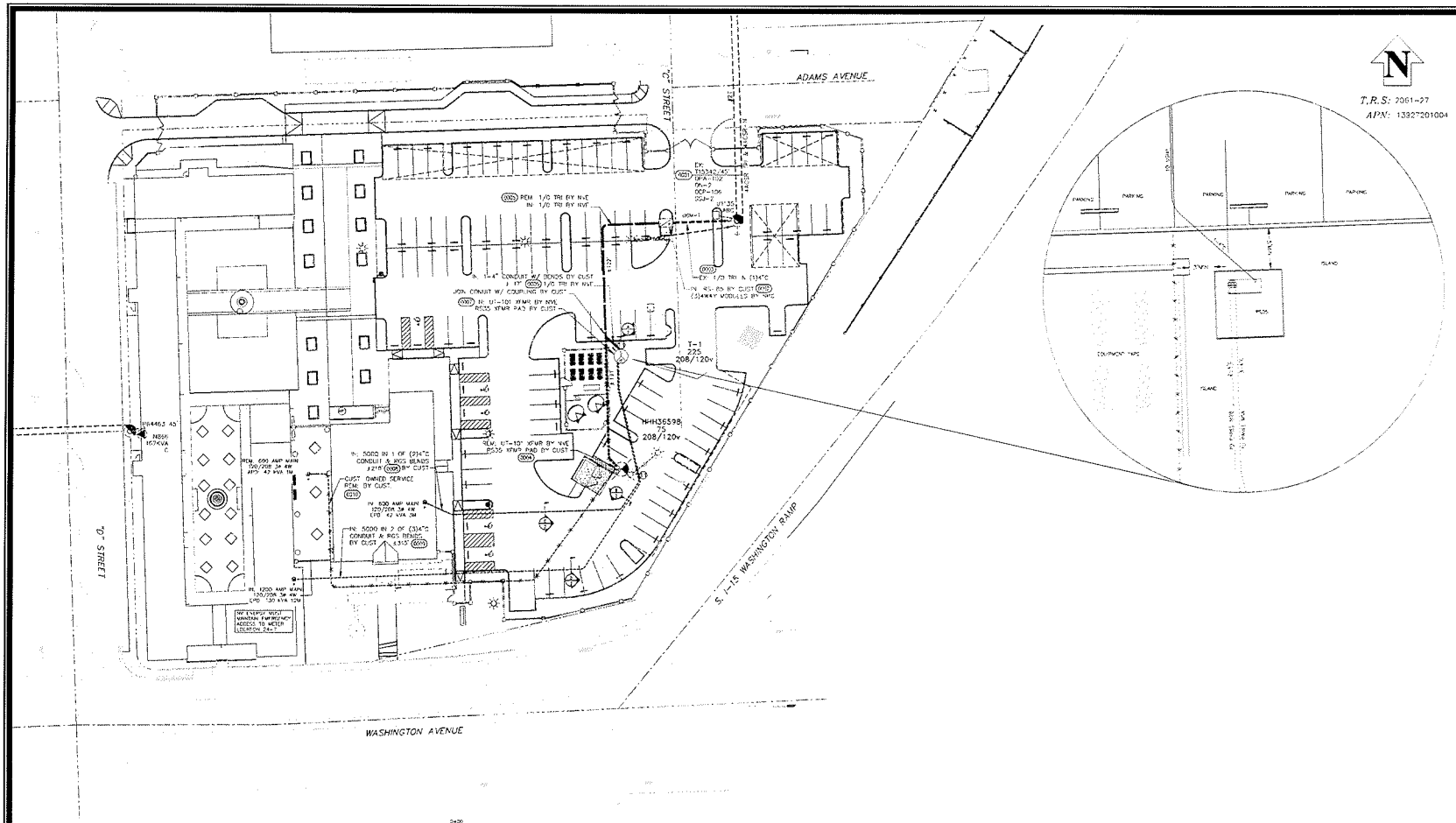
WESTSIDE SCHOOL HISTORICAL REHAB.

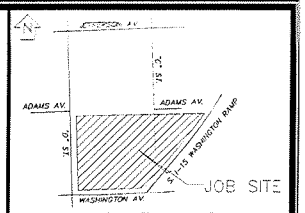
330 W. WASHINGTON AVE.

PROJ. ID: 3000684845 SCALE: 1" = 30'

SHEET # 1 OF 2 DATE: 07/15/2014

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.





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 OVERHEAD
CALL 1-702-402-2929

Call before you dig
Call
811
1-800-227-2600
1-702-455-5000

REVISIONS

NO.	DESCRIPTION	DATE	C.A.

NON-STANDARD

TYPE OF EASEMENT:

- AERIAL
- STANDARD
- 8' SNE
- UNDERGROUND
- UG PULL / INSPECTION
- R.O.W. / PUBLIC UTILITY EASEMENT
- SNE EMPTY
- UNDERGROUND 8" CONDUIT
- 7'6" W. PRIMARY
- 7'6" W. SECONDARY
- RAILROAD / PUBLIC AGENCY
- DE NEVADA WATER PERMIT NOT REQUIRED
- MISC. TYPE

JPA NOTES:

- EMGATIC CONTACT: N/A
- PHONE NUMBER:
- DATE OF JPA:
- SET NEW POLES
- STAKE NEW POLES
- SET POLES
- STAKE
- SET
- SET OUT POLES
- REMOVE EX. P/C, ETC.
- N/A

EXHIBIT "A"

NVE INFORMATION:

COORDINATOR: JANE KING
PHONE: 402-5806
DESIGNER: JAKE DE GUZMAN DF: DE-JK
NCA:
INSPECTOR: 402-2004
STAND BY: 402-4117,402-4116,402-4119
DISTRICT: LAS VEGAS, NORTH

CUSTOMER INFORMATION:

APPLICANT: CITY OF LAS VEGAS
ENGINEER: PE-CARLOS BERGONIA 356-0634
CONTACT: CIVIL-I: SAM TOLMAN 229-2081
APPROVAL DATE: 05/06/2014

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.

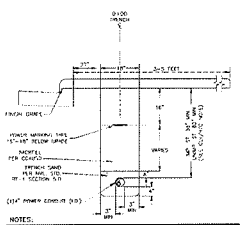
NVEnergy.

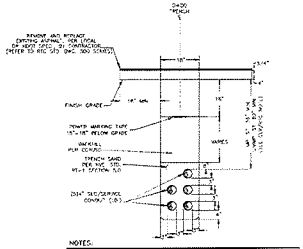
WESTSIDE SCHOOL HISTORICAL REHAB.

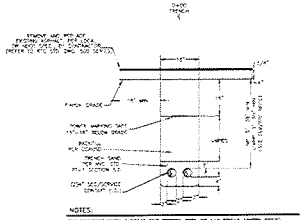
330 W. WASHINGTON AVE.

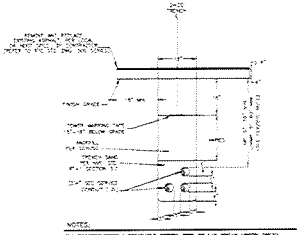
PARCEL #: 13927200443 SCALE: 1" = 30'

SHEET # 2 OF 2 DATE: 07/15/2014









CIVIL LINETYPE LEGEND

	PROPOSED	EXISTING
CONCRETE		
PROPERTY / R.O.W.		
CURB		
CENTER LINE		
EDGE OF PAVEMENT		
EDGE OF SIDEWALK		
POWER LINE *		
WATER LINE *		
GAS LINE *		
TELEPHONE LINE *		
CABLE TV LINE *		
STORM DRAIN LINE *		
FIRE HYDRANT		
STREET LIGHT		
STREET SIGN		

* - UNDERGROUND UTILITIES WHERE CONFLICT OCCURS WITH NVE FACILITIES

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.

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 :	4	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	20,786.83	20,786.83	2,879.63	0.00
Material & Overhead	21,544.43	21,544.43	0.00	0.00
DCA	0.00	0.00	0.00	0.00
Substructure	0.00	0.00	0.00	0.00
Permits & Vouchers	1,947.26	1,947.26	25.86	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	44,279.00	44,279.00	2,905.00	0.00

Advance Calculation

Refundable

Applicant Cost Subject to Refund	41,373.00
Proportionate Share	0.00
Proportionate Share Waived	0.00
Refund Subject to Allowance & Excess Salvage	41,373.00
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	2,905.00

(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	470.00

(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	12,187.00
Applicant Non-Refundable	0.00

(After applying Excess Allowance and Salvage Credit)

Total Non-Refundable	470.00
Removal Cost Without Salvage	1,518.00
Removal of Existing Facilities	0.00
Total Taxable Non-Refundable Cost	470.00
Total Non-Taxable Non-Refundable Cost	0.00

Cost Worksheet ("Exhibit – B")

NVEnergy

Advance Summary

Advance Subject to Refund		Current Tax Rate	33.90
Non-Taxable Advance	0.00	Total Non-Taxable	0.00
Taxable Advance	0.00	Total Taxable (Less Tax)	470.00
Tax	0.00	Total Tax	6,339.00
Total Advance Subject to Refund	0.00	Total Contract Amount (subject to credits)	6,809.00
Non-Refundable Advance			
Non-Taxable Advance	0.00		
Taxable Advance	470.00		
Tax	159.00	Customer Contributed facilities value	18,229.00
Substructures Tax	6,180.00		
Total Non-Refundable Advance	6,809.00		
Total Contract Amount (subject to credits)	6,809.00		
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	6,809.00		

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.

Exhibit D-2

Insurance Coverages

(Applicant)

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must 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) Automobile Liability Insurance. 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 unless Utility is solely negligent.

   (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 10-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 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.: **27.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 1, 2015

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve Supplemental Interlocal Contract No. 4 - 672d between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to revise the scope of the project and extend the project completion date to June 30, 2016 for the City of Las Vegas Bus Turnouts Project - Fiscal Year 2011 - Wards 1, 3 and 5 (Tarkanian, Coffin 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 an interlocal contract and supplemental interlocal contracts with the Regional Transportation Commission of Southern Nevada (RTC) for all improvements associated with the installation of bus turnouts on Decatur Boulevard south of Charleston Boulevard, Pecos Road south of Bonanza Road, Rainbow Boulevard south of Lake Mead Drive and Lamb Boulevard north of Washington Avenue. This Supplemental Interlocal Contract No. 4 will revise the scope of the project to include installation of a bus turnout on Pecos Road north of Bonanza Road, and it will extend the project completion date to June 30, 2016 to complete the project. The RTC approved this contract at their February 12, 2015 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Supplemental Interlocal Contract No. 4 - 672d

DocuSign Envelope ID: 1773984 7-8EAC-433A-987B-F1400D175306

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 4
BUS TURNOUT PROJECT - FISCAL YEAR 2011

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 4 made and entered into this _____ day of _____, 2015, 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 10, 2010 and supplemental interlocal contracts dated July 14, 2011, June 14, 2012 and November 14, 2013 for improvements associated with the Bus Turnout Project – Fiscal Year 2011, hereinafter referred to as "PROJECT;" and

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction and engineering; and,

WHEREAS, the CITY wishes to extend the PROJECT completion date and revise the scope of the PROJECT.

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 I: SCOPE OF PROJECT, shall be revised to read as follows:

This Interlocal Contract applies to improvements associated with the installation of bus turnouts on Decatur Boulevard south of Charleston Boulevard, Pecos Road south of Bonanza Road, Rainbow Boulevard south of Lake Mead Drive, Lamb Boulevard north of Washington Avenue and Pecos Road north of Bonanza Road. The basic improvements will result in the installation of bus turnouts including construction of bus turnout, passenger loading pad, Americians with Disabilities Act (ADA) accessibility, utility relocation, retaining walls, landscaping, sign relocation, driveways relocation, storm drain drop inlets relocation and any other miscellaneous items to complete the PROJECT. The improvements will be designed and constructed in accordance with the appendix called "guidelines for the Provision of Bus Turnouts and Passenger Loading Areas for the Citizens Area Transit (CAT) bus" in the Policies and Procedures Manual of the RTC.

SECTION III: GENERAL, shall be revised to read as follows:

6. The Project must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2016. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

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 10, 2010 and supplemental interlocal contracts dated July 14, 2011, June 14, 2012 and November 14, 2013 shall remain unchanged.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 4 is effective as of the date first set forth above.

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

2/12/2015 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:

LUANN D. HOLMES, MMC
Acting City Clerk

Approved as to Form:

John S. Ridilla
Deputy City Attorney

John S. Ridilla 2/25/15

Deputy City Attorney Date

City of Las Vegas Agenda Item No.: **28.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 1, 2015

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☒ **Consent** ☐ **Discussion**

SUBJECT:

For possible action to approve Supplemental Interlocal Contract No. 1 - 698a between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding in the amount of $3,624,000 and change the scope of the project to include construction of Shaumber Road, Centennial Parkway to Ann Road ($3,624,000 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Ross)

Fiscal Impact

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

Amount: $3,624,000
Funding Source: Road and Flood CPF
Dept./Division: PW/Transportation Engineering

PURPOSE/BACKGROUND:

The Regional Transportation Commission entered into an interlocal contract with the City of Las Vegas on July 12, 2012 for the design of improvements associated with the realignment of Shaumber Road, Centennial Parkway to Ann Road. This Supplemental Interlocal Contract No. 1 will increase project funding in the amount of $3,624,000 and change the scope of the project for City to proceed with the construction of the project. The total funding for the project shall not exceed $4,299,000. The RTC approved this contract at their February 12, 2015 Board Meeting.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Supplemental Interlocal Contract No. 1 - 698a

DocuSign Envelope ID: 1773984 7-8EAC-433A-987B-F1400D175306

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
SHAUMBER ROAD, CENTENNIAL PARKWAY TO ANN ROAD

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 made and entered into this _____ day of _____, 2015, 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 12, 2012 for improvements associated with Shaumber Road, Centennial Parkway to Ann Road, hereinafter referred to as "PROJECT;"and

WHEREAS, the RTC previously granted "Authorization to Proceed" for engineering; and,

WHEREAS, the CITY wishes to increase total funding, revise scope and commence the construction of the PROJECT

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, shall be revised to read as follows:

This Interlocal Contract applies to design and construction of improvements associated with Shaumber Road, Centennial Parkway to Ann Road. The basic improvements include sidewalks, L-curbs, paving, pavement markings and signing, drainage facilities, street lights and traffic signal systems as warranted.

SECTION II: PROJECT COSTS, shall be revised to read as follows:

The RTC agrees to provide funding for PROJECT costs according to its policies, including but not limited to Section 6.1 REIMBURSABLE COSTS of the Policies and Procedures Manual of the RTC, incorporated herein by reference and in accordance with the following:

1. The total PROJECT cost for engineering design, contract administration, surveying, inspection, testing, right-of-way other, utility relocation and construction shall not exceed $4,299,000.

2. The CITY will be issued a revised "Authorization to Proceed" for construction at a cost not to exceed $3,624,000 and for engineering design at a cost not to exceed $675,000.

3. A supplemental interlocal contract and a separate request for an "Authorization to Proceed" will be required for right-of-way acquisition, construction and construction engineering.

DocuSign Envelope ID: 1773984 7-8EAC-433A-987B-F1400D1753C6

4. A written request must be made to the RTC and an additional supplemental interlocal contract approved to allow exceptions to the adopted policies and procedures of the RTC or the amount noted above prior to payment of any additional funds.

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 12, 2012 shall remain unchanged.

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DocuSign Envelope ID: 1773984 7-8EAC-433A-987B-F1400D175306

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 1 is effective as of the date first set forth above.

Date of Commission Action:

REGIONAL TRANSPORTATION COMMISSION

2/12/2015

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:

LUANN D. HOLMES, MMC
Acting City Clerk

Approved as to Form:

John S. Ridilla
Deputy City Attorney

John S. Ridilla 2/24/15

Deputy City Attorney Date

172A Shaumber Rd Centennial Pkwy to Ann Rd 698a

City of Las Vegas Agenda Item No.: **29.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 1, 2015

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☒ **Consent** ☐ **Discussion**

SUBJECT:
For possible action to approve the Longitudinal Pipeline Agreement (pipeline encroachment) between the City of Las Vegas and Union Pacific Railroad Company (UPRR) to construct and maintain two storm water pipelines within the railroad tracks crossing at Wyoming Avenue - ($26,620 - Road and Flood Capital Project Fund [CPF]) - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $26,620
Funding Source: Road and Flood CPF
Dept./Division: PW/Transportation Engineering

PURPOSE/BACKGROUND:
In consideration of the license fee to be paid by the City, the right to construct and maintain and operate two underground 53 inch longitudinal pipelines is granted by the UPRR. These pipelines will be used for transporting and conveying storm water as specified in the agreement, and located within the railroad tracks crossing at Wyoming Avenue. The City will pay license fee in the amount of $26,620.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Longitudinal Pipeline Agreement - UPRR

Pipeline Encroachment 080808
Last Modified: 03/29/10
Form Approved, AVP-Law

Folder No. 02882-91

LONGITUDINAL PIPELINE AGREEMENT

At Mile Post 332.78 Cima Subdivision/Branch
Location: Las Vegas, Clark County, Nevada

THIS AGREEMENT ("Agreement") is made and entered into as of this _____day of _____, 2015, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF LAS VEGAS**, to be addressed at 333 North Rancho Drive, Las Vegas, Nevada 89106 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. **LICENSOR GRANTS RIGHT.**

In consideration of the License Fee to be paid by the Licensee and in further consideration of the covenants and agreements herein contained to be by the Licensee kept, observed and performed, the Licensor hereby grants to the Licensee the right to construct and thereafter, during the term hereof, to maintain and operate

Two underground 53 inch longitudinal pipeline for transporting and conveying storm water only

(hereinafter the "Pipeline") in the location shown and in conformity with the dimensions and specifications indicated on the print dated August 04, 2014 and marked **Exhibit "A",** attached hereto and hereby made a part hereof. Under no circumstances shall Licensee modify the use of the Pipeline for a purpose other than transporting and conveying storm water, and the Pipeline shall not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

For the purposes of Exhibit A, Licensee acknowledges that if it or its contractor provides to Railroad digital imagery depicting the Pipeline encroachment, Licensee authorizes Railroad to use the Digital Imagery in preparing the print attached as an exhibit hereto. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Railroad to use the Digital Imagery in said manner.

Article 2. **LICENSE FEE.**

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Twenty Six Thousand Six Hundred Twenty Dollars ($26,620.00)**.

Article 3. **CONSTRUCTION, MAINTENANCE AND OPERATION.**

The grant of right herein made to the Licensee is subject to each and all of the terms, provisions, conditions, limitations and covenants set forth herein and in **Exhibit B**, attached hereto and hereby made a part hereof.

Article 4. **DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. If a contractor is hired by the Licensee for any work performed on the Pipeline (including initial construction and subsequent relocation or maintenance and repair work), then the Licensee shall provide a copy of this Agreement to its contractor, require its contractor to comply with all the terms and provisions hereof relating to the work to be performed. Any contractor or subcontractor shall be deemed an agent of Licensee for the purpose of this Agreement, and Licensee shall require such contractor or subcontractor to release defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Article 5. **INSURANCE.**

A. During the life of the License, Licensee shall fully comply with the insurance requirements described in **Exhibit C.**

B. Failure to maintain insurance as required shall entitle, but not require, Licensor to terminate this License immediately.

C. If the Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this lease, those statues shall apply.

D. Licensee hereby acknowledges that is has reviewed the requirements of **Exhibit C**, including without limitation the requirement for Railroad Protective Liability Insurance during construction, maintenance, installation, repair or removal of the pipeline which is the subject of this Agreement.

Article 6. **TERM.**

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____
Renay Robison
Director Real Estate

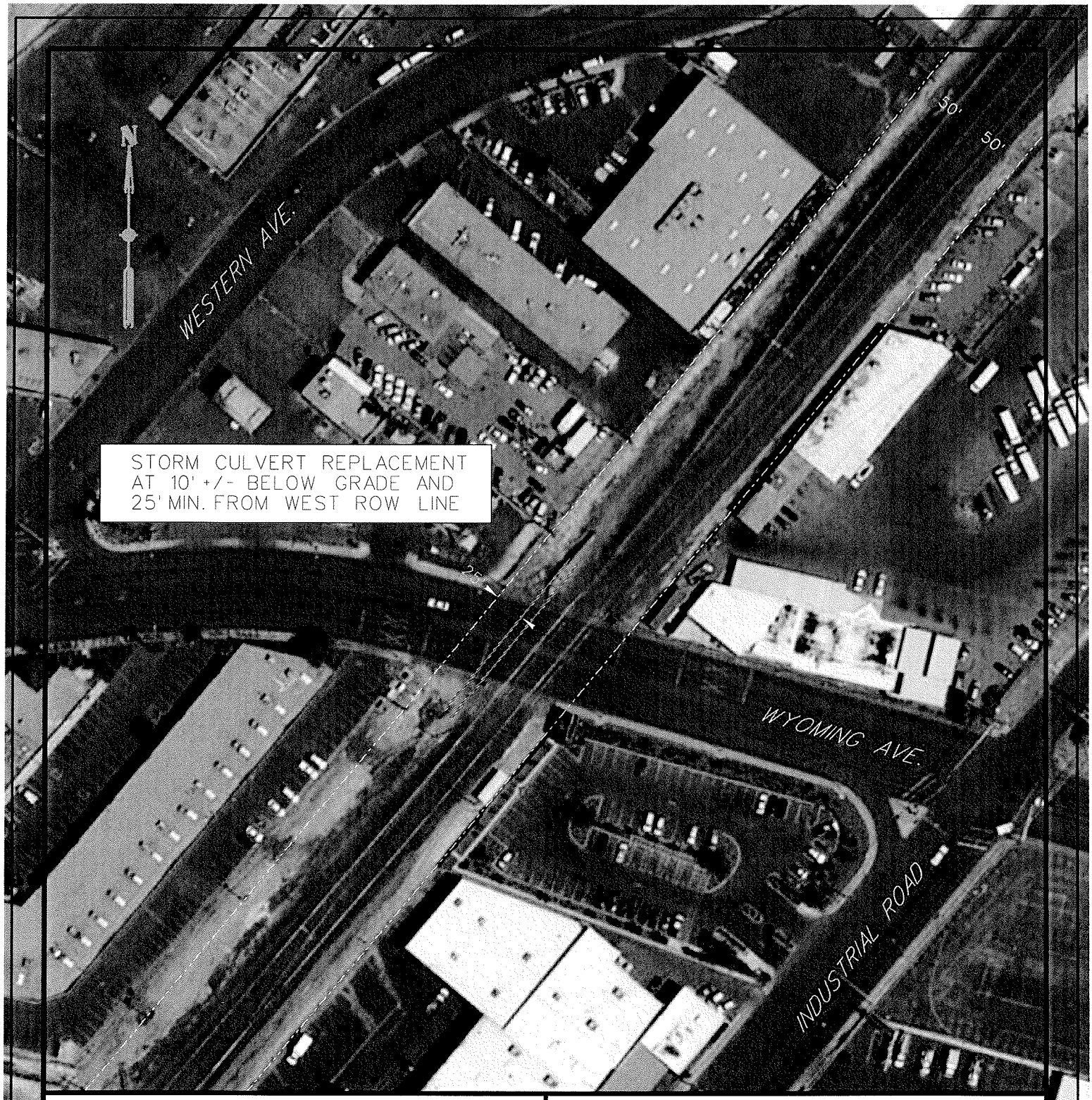
CITY OF LAS VEGAS

By: _____

Name Printed: _____

Title: _____

Approved as to form
John S. Ridilla 3/10/15
John S. Ridilla Date
Deputy City Attorney



LEGEND:

PIPELINE REPLACEMENT ..... ═══

UPRRCO. R/W OUTLINED ..... ─ ─ ─

CADD FILENAME	0288291
SCAN FILENAME	AERIAL PRINT

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

LAS VEGAS, CLARK COUNTY, NV

M.P. 332.78 - CIMA SUB.

TO ACCOMPANY AGREEMENT WITH
CITY OF LAS VEGAS

SCALE: 1" = 100'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 8-4-2014

DSK FILE: 2882-91

EXHIBIT B

Section 1. **LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Licensor to use and maintain its entire property including the right and power of the Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Licensor without liability to the Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Licensor's property, and others) and the right of the Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 2. **CONSTRUCTION, MAINTENANCE AND OPERATION.**

A. The Pipeline shall be designed, constructed, operated, maintained, repaired, renewed, modified and/or reconstructed by the Licensee in strict conformity with (i) Licensor's current standards and specifications ("UP Specifications"), except for variances approved in advance in writing by the Licensor's Assistant Vice President Engineering – Design, or his authorized representative; (ii) such other additional safety standards as the Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"), and (iii) all applicable laws, rules and regulations ("Laws"). If there is any conflict between the requirements of any Law and the UP Specifications or the UP Additional Requirements, the most restrictive will apply.

B. All work performed on property of the Licensor in connection with the design, construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline shall be done to the satisfaction of the Licensor.

C. Prior to the commencement of any work in connection with the design, construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline from Licensor's property, the Licensee shall submit to the Licensor plans setting out the method and manner of handling the work, including the shoring and cribbing, if any, required to protect the Licensor's operations, and shall not proceed with the work until such plans have been approved by the Licensor's Assistant Vice President Engineering Design, or his authorized representative, and then the work shall be done to the satisfaction of the Licensor's Assistant Vice President Engineering Design or his authorized representative. The Licensor shall have the right, if it so elects, to provide such support as it may deem necessary for the safety of its track or tracks during the time of construction, maintenance, repair, renewal, modification, relocation, reconstruction or removal of the Pipeline, and, in the event the Licensor provides such support, the Licensee shall pay to the Licensor, within fifteen (15) days after bills shall have been rendered therefore, all expenses incurred by the Licensor in connection therewith, which expenses shall include all assignable costs.

D. The Licensee shall keep and maintain the soil over the Pipeline thoroughly compacted and the grade even with the adjacent surface of the ground.

E. In the prosecution of any work covered by this Agreement, Licensee shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 3. **NOTICE OF COMMENCEMENT OF WORK / LICENSOR REPRESENTATIVE / SUPERVISION / FLAGGING / SAFETY.**

A. If an emergency should arise requiring immediate attention, the Licensee shall provide as much notice as practicable to Licensor before commencing any work. In all other situations, the Licensee shall notify the Licensor at least ten (10) days (or such other time as the Licensor may allow) in advance of the commencement of any work upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline. All such work shall be prosecuted diligently to completion. The Licensee will coordinate its initial, and any subsequent work with the following employee of Licensor or his or her duly authorized representative (hereinafter "Licensor Representative" or "Railroad Representative"):

JOSEPH L. BURNHAM **MGR TRACK MNTCE** **6557 W. Gary Ave** **Las Vegas, NV 89139** **Cell Phone: 702 539-3273** **jlburnha@up.com**	**JEREMY HALBARDIER** **MGR SIGNAL MNTCE** **1001 IRON HORSE CT** **LAS VEGAS, NV 89106** **Office Phone: 702-388-9207** **Cell Phone: 402 689-1244** **Fax: 402-271-4933** **jhalbardier@up.com**

B. Licensee, at its own expense, shall adequately police and supervise all work to be performed. The responsibility of Licensee for safe conduct and adequate policing and supervision of work shall not be lessened or otherwise affected by Licensor's approval of plans and specifications involving the work, or by Licensor's collaboration in performance of any work, or by the presence at the work site of a Licensor Representative, or by compliance by Licensee with any requests or recommendations made by the Licensor Representative.

C. At the request of Licensor, Licensee shall remove from Licensor's property any employee who fails to conform to the instructions of the Licensor Representative in connection with the work on Licensor's property. Licensee shall indemnify Licensor against any claims arising from the removal of any such employee from Licensor's property.

D. Licensee shall notify the Licensor Representative at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Licensor's track(s) at any time, for any reason, unless and until a railroad flagman is provided to watch for trains. Upon receipt of such ten (10) day notice, the Licensor Representative will determine and inform Licensee whether a flagman need be present and

whether any special protective or safety measures need to be implemented. If flagging or other special protective or safety measures are performed by Licensor, Licensor will bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state or local governmental entity. If Licensor will be sending the bills to Licensee, Licensee shall pay such bills within thirty (30) days of receipt of billing. If Licensor performs any flagging, or other special protective or safety measures are performed by Licensor, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

E. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

F. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Licensor is required to pay the flagman and which could not reasonably be avoided by Licensor by assignment of such flagman to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

G. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Licensee or its contractor. Licensee shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Licensee and its contractor shall at a minimum comply with Licensor's safety standards listed in **Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's safety standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

H. Without limitation of the provisions of paragraph G above, Licensee shall keep the job site free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the job.

I. Licensee shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Prompt notification shall be given to Licensor of any U.S. Occupational Safety and Health Administration reportable injuries. Licensee shall have a non-delegable duty to control its employees while they are on the job site or any other property of Licensor, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.

J. If and when requested by Licensor, Licensee shall deliver to Licensor a copy of its safety plan for conducting the work (the "Safety Plan"). Licensor shall have the right, but not the obligation, to require Licensee to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

Section 4. **LICENSEE TO BEAR ENTIRE EXPENSE.**

The Licensee shall bear the entire cost and expense incurred in connection with the design, construction, maintenance, repair and renewal and any and all modification, revision, relocation, removal or reconstruction of the Pipeline, including any and all expense which may be incurred by the Licensor in connection therewith for supervision, inspection, flagging, or otherwise.

Section 5. **REINFORCEMENT, RELOCATION OR REMOVAL OF PIPELINE.**

A. The license herein granted is subject to the needs and requirements of the Licensor in the safe and efficient operation of its railroad and in the improvement and use of its property. The Licensee shall, at the sole expense of the Licensee, reinforce or otherwise modify the Pipeline, or move all or any portion of the Pipeline to such new location, or remove the Pipeline from the Licensor's property, as the Licensor may designate, whenever, in the furtherance of its needs and requirements, the Licensor, at its sole election, finds such action necessary or desirable.

B. All the terms, conditions and stipulations herein expressed with reference to the Pipeline on property of the Licensor in the location hereinbefore described shall, so far as the Pipeline remains on the property, apply to the Pipeline as modified, changed or relocated within the contemplation of this section.

Section 6. **NO INTERFERENCE WITH LICENSOR'S OPERATION.**

A. The Pipeline and all parts thereof within and outside of the limits of the property of the Licensor shall be designed, constructed and, at all times, maintained, repaired, renewed and operated in such manner as to cause no interference whatsoever with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Licensor and nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof.

B. Explosives or other highly flammable substances shall not be stored on Licensor's property without the prior written approval of Licensor.

C. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Licensor's trackage shall be installed or used by Licensor or its contractors without the prior written permission of Licensor.

D. When not in use, any machinery and materials of Licensee or its contractors shall be kept at least fifty (50) feet from the centerline of Licensor's nearest track.

E. Operations of Licensor and work performed by Licensor's personnel may cause delays in the work to be performed by Licensee. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee shall coordinate its activities with those of Licensor and third parties so as to avoid interference with railroad operations. The safe operation of Licensor's train movements and other activities by Licensor take precedence over any work to be performed by Licensee.

Section 7. **PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

A. Fiber optic cable systems may be buried on the Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Licensee shall telephone the Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Licensor's premises to be used by the Licensee. If it is, Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will commence no work on the Licensor's property until all such protection or relocation has been accomplished. Licensee shall indemnify and hold the Licensor harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of or caused in any way by Licensee's failure to comply with the provisions of this paragraph.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD THE LICENSOR HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) CAUSED BY THE NEGLIGENCE OF THE LICENSEE, ITS CONTRACTORS, AGENTS AND/OR EMPLOYEES, RESULTING IN (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON LICENSOR'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON LICENSOR'S PROPERTY, EXCEPT IF SUCH COSTS, LIABILITY OR EXPENSES ARE CAUSED SOLELY BY THE DIRECT ACTIVE NEGLIGENCE OF THE LICENSOR. LICENSEE FURTHER AGREES THAT IT SHALL NOT HAVE OR SEEK RECOURSE AGAINST LICENSOR FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING LICENSOR'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON LICENSOR'S PROPERTY.

Section 8. CLAIMS AND LIENS FOR LABOR AND MATERIAL; TAXES.

A. The Licensee shall fully pay for all materials joined or affixed to and labor performed upon property of the Licensor in connection with the construction, maintenance, repair, renewal, modification or reconstruction of the Pipeline, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of the Licensee. The Licensee shall indemnify and hold harmless the Licensor 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, labor performed, or materials furnished.

B. The Licensee shall promptly pay or discharge all taxes, charges and assessments levied upon, in respect to, or on account of the Pipeline, to prevent the same from becoming a charge or lien upon property of the Licensor, and so that the taxes, charges and assessments levied upon or in respect to such property shall not be increased because of the location, construction or maintenance of the Pipeline or any improvement, appliance or fixture connected therewith placed upon such property, or on account of the Licensee's interest therein. Where such tax, charge or assessment may not be separately made or assessed to the Licensee but shall be included in the assessment of the property of the Licensor, then the Licensee shall pay to the Licensor an equitable proportion of such taxes determined by the value of the Licensee's property upon property of the Licensor as compared with the entire value of such property.

Section 9. RESTORATION OF LICENSOR'S PROPERTY.

In the event the Licensee in any manner moves or disturbs any of the property of the Licensor in connection with the construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the Pipeline, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such property to the same condition as the same were before such property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Licensor, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from injury to or death of persons whomsoever, or damage to or loss or destruction of property whatsoever, when such injury, death, damage, loss or destruction grows out of or arises from the moving or disturbance of any other property of the Licensor.

Section 10. INDEMNITY.

A. As used in this Section, "Licensor" includes other railroad companies using the Licensor's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Licensor's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and/or (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Licensor, or property in its care or custody).

B. AS A MAJOR INDUCEMENT AND IN CONSIDERATION OF THE LICENSE AND PERMISSION HEREIN GRANTED, TO THE FULLEST EXTENT PERMITTED BY LAW, THE LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS THE LICENSOR FROM

ANY LOSS OF ANY KIND, NATURE OR DESCRIPTION ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

1. THE PROSECUTION OF ANY WORK CONTEMPLATED BY THIS AGREEMENT INCLUDING THE INSTALLATION, CONSTRUCTION, MAINTENANCE, REPAIR, RENEWAL, MODIFICATION, RECONSTRUCTION, RELOCATION, OR REMOVAL OF THE PIPELINE OR ANY PART THEREOF;

2. ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE;

3. THE PRESENCE, OPERATION, OR USE OF THE PIPELINE OR CONTENTS ESCAPING THEREFROM;

4. THE ENVIRONMENTAL STATUS OF THE PROPERTY CAUSED BY OR CONTRIBUTED TO BY LICENSEE;

5. ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER; OR

6. LICENSEE'S BREACH OF THIS AGREEMENT,

EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE DIRECT AND ACTIVE NEGLIGENCE OF THE LICENSOR, AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION, IT BEING THE INTENTION OF THE PARTIES THAT THE ABOVE INDEMNITY WILL OTHERWISE APPLY TO LOSSES CAUSED BY OR ARISING FROM, IN WHOLE OR IN PART, LICENSOR'S NEGLIGENCE.

C. Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit of proceeding brought against any indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, reasonable attorney's fees, investigators' fees, litigation and appeal expenses, settlement payments and amounts paid in satisfaction of judgments.

Section 11. REMOVAL OF PIPELINE UPON TERMINATION OF AGREEMENT.

Prior to the termination of this Agreement howsoever, the Licensee shall, at Licensee's sole expense, remove the Pipeline from those portions of the property not occupied by the roadbed and track or tracks of the Licensor and shall restore, to the satisfaction of the Licensor, such portions of such property to as good a condition as they were in at the time of the construction of the Pipeline. If the Licensee fails to do the foregoing, the Licensor may, but is not obligated, to perform such work of removal and restoration at the cost and expense of the Licensee. In the event of the removal by the Licensor of the property of the Licensee and of the restoration of the roadbed and property as herein provided, the Licensor shall in no manner be liable to the Licensee for any damage sustained by the Licensee for or on account thereof, and such removal and restoration shall in no manner prejudice or impair any right of action for damages, or otherwise, that the Licensor may have against the Licensee.

Section 12. WAIVER OF BREACH.

The waiver by the Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Licensor to avail itself of any remedy for any subsequent breach thereof.

Section 13. TERMINATION.

A. If the Licensee does not use the right herein granted or the Pipeline for one (1) year, or if the Licensee continues in default in the performance of any covenant or agreement herein contained for a period of thirty (30) days after written notice from the Licensor to the Licensee specifying such default, the Licensor may, at its option, forthwith immediately terminate this Agreement by written notice.

B. In addition to the provisions of subparagraph (a) above, this Agreement may be terminated by written notice given by either party hereto to the other on any date in such notice stated, not less, however, than thirty (30) days subsequent to the date upon which such notice shall be given.

C. Notice of default and notice of termination may be served personally upon the Licensee or by mailing to the last known address of the Licensee. Termination of this Agreement for any reason shall not affect any of the rights or obligations of the parties hereto which may have accrued, or liabilities, accrued or otherwise, which may have arisen prior thereto.

Section 14. AGREEMENT NOT TO BE ASSIGNED.

The Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of the Licensor, and it is agreed that any transfer or assignment or attempted transfer or assignment of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without such consent in writing, shall be absolutely void and, at the option of the Licensor, shall terminate this Agreement.

Section 15. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

Section 16. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Approved: Insurance Group
Created: 9/23/05
Last Modified: 03/29/10
Form Approved, AVP-Law

EXHIBIT C
Union Pacific Railroad Company
Contract Insurance Requirements

Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence and an aggregate limit of not less than $4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Contractual Liability Railroads" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less $2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE: "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. **Workers Compensation and Employers** Liability insurance. Coverage must include but not be limited to:

Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.

Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability** insurance. Licensee must maintain "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad only as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this agreement

E. **Umbrella or Excess** insurance. If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Licensee required in this agreement, where permitted by law This waiver must be stated on the certificate of insurance.

I. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

J. The fact that insurance is obtained by Licensee or by Railroad on behalf of Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Licensee or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT D
SAFETY STANDARDS

MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Licensee or its contractors, subcontractors, or agents, as well as any subcontractor or agent of any Licensee.

I. Clothing

A. All employees of Licensee will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Licensee's employees must wear:

(i) Waist-length shirts with sleeves.
(ii) Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
(iii) Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.

B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.

C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

II. Personal Protective Equipment

Licensee shall require its employee to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

(i) Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Licensee's company logo or name.
(ii) Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
(iii) Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:

- 100 feet of a locomotive or roadway/work equipment
- 15 feet of power operated tools
- 150 feet of jet blowers or pile drivers

- 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)

(iv) Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

III. On Track Safety

Licensee and its contractor are responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

(i) Maintain a minimum distance of at least twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.

(ii) Wear an orange, reflectorized work wear approved by the Railroad Representative.

(iii) Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Licensee must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Licensee will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

IV. Equipment

A. It is the responsibility of Licensee to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Licensee's equipment is unsafe for use, Licensee shall remove such equipment from Railroad's property. In addition, Licensee must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:

- Familiar and comply with Railroad's rules on lockout/tagout of equipment.
- Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
- Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other rail bound equipment.

B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.

C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.

D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

V. General Safety Requirements

A. Licensee shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.

B. Licensee shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.

C. All track work performed by Licensee meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.

D. All employees comply with the following safety procedures when working around any railroad track:

(i) Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
(ii) Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
(iii) In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
(iv) Avoid walking or standing on a track unless so authorized by the employee in charge.
(v) Before stepping over or crossing tracks, look in both directions first.
(vi) Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.

E. All employees must comply with all federal and state regulations concerning workplace safety.

City of Las Vegas Agenda Item No.: **30.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 1, 2015

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-14-2015 - 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 Wolfson Medical Center Downtown, LLC, (Owner/QSP Participant) located at 921 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-7-2015)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is related to a Redevelopment item regarding assisting Wolfson Medical Center Downtown, LLC, with the cost of improvements to the property located at 921 South Las Vegas Boulevard (APN 139-34-410-167 to -169). Approval will adopt findings that the QSP Agreement is in compliance with and furtherance of the goals and objectives of the RDA and the Redevelopment Plan. Funding is coming from a contribution from the RDA Visual Improvement Program to the General Fund to fund this grant.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-14-2015
2. Public Purpose Impact Analysis
3. Site Map

RESOLUTION NO. R-14-2015

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 WOLFSON MEDICAL CENTER DOWNTOWN, LLC ("OWNER & QSP PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-34-410-167, 168 AND 169

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, WOLFSON MEDICAL CENTER DOWNTOWN, LLC (the "OWNER & QSP PARTICIPANT") is the owner of real property and improvements located at 921 SOUTH LAS VEGAS BOULVEARD, and which parcel is commonly known as APN 139-34-410-167, 168 AND 169 (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 WOLFSON MEDICAL CENTER DOWNTOWN, 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 1st day of April, 2015.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES
ACTING CITY CLERK

APPROVED AS TO FORM:

J. Pantiello 3/17/15
Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
QUICK START AGREEMENT

THIS QUICK START AGREEMENT (the "Agreement") is entered into this 1 day of April, 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 WOLFSON MEDICAL CENTER DOWNTOWN, 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 921 South Las Vegas Boulevard 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 FIFTY THOUSAND DOLLARS ($50,000) 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 OCTOBER 1, 2014 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:

APRIL 1, 2015.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

ATTEST:

_____
LuAnn D. Holmes
Acting Secretary

WOLSFON MEDICAL CENTER DOWNTOWN, LLC

By: _____
Eric Wolfson
"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 THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN\ (7), EIGHT (8), THE WEST EIGHTY FIVE FEET (85') OF LOT NINE (9), AND LOTS THIRTY (30), THIRTYONE (31) AND THIRTY-TWO (32) IN BLOCK TWENTY-SEVEN (27) OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

ATTACHMENT 2

Inst #: 201311010000972
Fees: $23.00 N/C Fee: $0.00
RPTT: $11424.00 Ex: #
11/01/2013 10:51:22 AM
CONFORMED COPY
Receipt #: 1529616
Requestor:
NEVADA TITLE LAS VEGAS
Recorded By: ECM Pgs: 8
DEBBIE CONWAY
CLARK COUNTY RECORDER

A.P. N.: 139-34-410-167, 139-34-410-168, 139-34-410-169, 139-34-410-200
R.P.T.T.: $11,424.00

Escrow #13-09-0140-KR

Mail tax bill to and
When recorded mail to:
Wolfson Medical Center Downtown, LLC
921 S. Las Vegas Blvd
Las Vegas, NV 89101

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH, That **921 SLVB, LLC, a Nevada limited liability company who acquired title as 921 SLVB, LLC,** for a valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell and Convey to **Wolfson Medical Center Downtown, LLC, a Nevada limited liability company**, all that real property situated in the County of **Clark,** State of Nevada, bounded and described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

COMMONLY KNOWN ADDRESS:
900 S. 6th Street & 903, 905, 921 S. Las Vegas Blvd., Las Vegas, NV 89101

SUBJECT TO:

1. Taxes for the current fiscal year, not delinquent, including personal property taxes of any former owner, if any:
2. Restrictions, conditions, reservations, rights, rights of way and easements now of record, if any, or any that actually exist on the property.

TOGETHER WITH all singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

IN WITNESS WHEREOF, this instrument has been executed this 30 day of Oct, 2013.

921 SLVB, LLC, a Nevada limited liability company

By: The Dorothy Finger Revocable Trust dated December 22, 1992, its Manager

see attached

By: Dorothy Finger, Trustee

SIGNED IN COUNTERPART

By: KABOB, LLC, a Utah limited liability company, its Manager

KABOB, LLC, a Utah limited liability company

By: Robert G. Knox, Managing Member

Robert G. Knox, Managing Member

IN WITNESS WHEREOF, this instrument has been executed this 30 day of Oct, 2013.

921 SLVB, LLC, a Nevada limited liability company

By: The Dorothy Finger Revocable Trust dated December 22, 1992, its Manager

Dorothy Finger TR

By: Dorothy Finger, Trustee

Dorothy Finger

PLS SEE ATTACHED CA ACKNOWLEDGMENT

By: KABOB, LLC, a Utah limited liability company, its Manager

Signed in counterpart

By: Robert G. Knox, Managing Member

State of _____ }
} ss:
County of _____ }

This instrument was acknowledged before me on _____
by Dorothy Finger as Trustee
of The Dorothy Finger Revocable Trust dated December 22, 1992, its Manager of 921 SLVB, LLC, a Nevada limited liability company

see attached

PLS SEE ATTACHED CA ACKNOWLEDGMENT

_____
NOTARY PUBLIC
My Commission Expires: _____

State of _____ }
} ss:
County of _____ }

This instrument was acknowledged before me on _____
by Robert G. Knox as Managing Member
of KABOB, LLC, a Utah limited liability company, its Manager of 921 SLVB, LLC, a Nevada limited liability company

see attached

_____
NOTARY PUBLIC
My Commission Expires: _____

State of _____ }
} ss:
County of _____ }

This instrument was acknowledged before me on _____
by Dorothy Finger as Trustee
of The Dorothy Finger Revocable Trust dated December 22, 1992, its Manager of 921 SLVB, LLC, a Nevada limited liability company

NOTARY PUBLIC
My Commission Expires: _____

State of NV }
} ss:
County of CLARK }

This instrument was acknowledged before me on 10/30/13
by Robert G. Knox as Managing Member
of KABOB, LLC, a Utah limited liability company, its Manager of 921 SLVB, LLC, a Nevada limited liability company

K. Ravelo
NOTARY PUBLIC
My Commission Expires: 2/24/16

K. Ravelo

K. RAVELO
Notary Public State of Nevada
No. 96-2157-1
My appt. exp. Feb. 24, 2016

NO. 96 21571
Exp. 2/24/16

CERTIFICATE OF ACKNOWLEDGMENT
California All-Purpose Acknowledgment

State of California
County of Contra Costa

On 10·30·13 (Date) before me, M. MARCUCCI (Name of Officer), Notary Public,

personally appeared DOROTHY FINGER (Name of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

M. MARCUCCI
COMM. #2020860
NOTARY PUBLIC • CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Expires May. 17, 2017

M. Marcucci
#2020860 Exp 5-17-17
Place Notary Seal Above

M. Marcucci
Signature of Notary Public

Description of Attached Document

Title or Type of Document: GRANT, BARGAIN, SALE DEED

Document Date: _____ Number of Pages: 5

Signers(s) other than named above: _____

EXHIBIT "A"

LOTS THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), THE WEST EIGHTY FIVE FEET (85') OF LOT NINE (9), AND LOTS THIRTY (30), THIRTY-ONE (31) AND THIRTY-TWO (32) IN BLOCK TWENTY-SEVEN (27) OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

State of Nevada
Declaration of Value Form

1. Assessor Parcel Number(s)
   a) 139-34-410-167, 139-34-410-168, 139-34-410-169, 139-34-410-200
   b)
   c)
   d)

2. Type of Property:
   a. ☐ Vacant Land b. ☐ Sgl. Fam. Residence
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg. f. ☒ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   ☐ Other

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page _____
Date of Recording: _____
Notes:

3 a. Total Value/Sales Price of Property $2,240,000.00

b. Deed in Lieu of Foreclosure Only (value of property)

c. Transfer Tax Value: $2,240,000.00

d. Real Property Transfer Tax Due $11,424.00

4. **If Exemption Claimed:**

a. Transfer Tax Exemption, per NRS 375.090, Section:

b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. **Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.**

Signature: _____ Capacity: GRANTOR/SELLER

Signature: _____ Capacity: GRANTEE/BUYER

SELLER (GRANTOR) INFORMATION (REQUIRED)		BUYER (GRANTEE) INFORMATION (REQUIRED)	
Print Name:	921 SLVB, LLC, a Nevada limited liability company	Print Name:	Wolfson Medical Center Downtown, LLC, a Nevada limited liability company
Address:	3734 Ecker Hill Dr	Address:	921 S. Las Vegas Blvd
City:	Park City	City:	Las Vegas
State:	UT Zip: 84098	State:	NV Zip: 89101

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Nevada Title Company Esc. #: 13-09-0140-KR
Address: 3993 Howard Hughes Parkway, Suite 120
City: Las Vegas State: NV Zip: 89169

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

ATTACHMENT 3

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

Electrical	$ 53,900
Plumbing	$ 32,092
HVAC	$ 21,952
Fire Sprinkler	$ 22,750
Elevator Modernization	$ 70,561
Structural Steel Roof Modifications	$ 8,200
Steel Deck / Concrete Floor Repair	$ 6,500
Roofing	$ 9,895
Fire Penetration Caulking	$ 500
Elevator / Stairway Electrical Updates	$ 10,000
Elevator / Stairway Fire Alarm Updates	$ 10,210
Electrical HVAC Unit Conduit	$ 15,800
HVAC Staircases / Lobby	$ 5,413
Plumbing (Gas and Condensate Lines)	$ 9,560
HVAC Units (Alternate)	$ 61,818
Painting (Stairway Interiors, 1st Floor Lobby and Stairs)	$ 19,391
Remove Vault Doors (2)	$ 2,800
Parking Lot (Front) Crack Fill, Seal Coat and Stripe	$ 2,995
Parking Lot (Rear) 1-1/2" Asphalt Overlay	$ 9,850
Replace Damaged / New Bumper Blocks in Both Parking Lots	$ 1,784
Remove and Replace Damaged 'A' Curbing	$ 1,400
Remove and Replace Walkway with Handi-cap access	$ 3,600
Remove Planter	$ 3,596
Landscape	$ 7,500
Security Fence	$ 1,500
Framing	$ 11,417
Insulation	$ 3,510
Drywall & Ceiling	$ 24,508
X-ray Lead Lined Walls	$ 4,676
Finish work	$ 101,857
Misc	$ 4,900
General Contractor	$ 74,646
	$ 619,081

Estimated QSP Grant	$ 50,000

Schedule of Improvemetns

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 Wolfson Medical Center Downtown, LLC

Mailing Address 6803 W. Tropicana Ave Las Vegas NV 89103

Business Phone (702) 452-2525

Tax ID or Social Security Number _____

Ownership Interest

Estate in Severalty ✓ 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
Eric Wolfson - manager	6803 W. Tropicana Ave Las Vegas NV 89103	(702) 452-2525

Additional Ownership/Principals

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

Alternative Disclosure of Ownership/Principals

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

Name of Attached Document _____

Date of Attached Document _____

Number of pages _____

Certificate of Disclosure of Ownership/Principal – Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature _____

Date 8/29/14

State of Nevada }
County of Clark }

This instrument was acknowledged before me on August 29 2014 (date) by Eric Wolfson (name of person).

Notary Public: Alice A. Rohr

ALICE A. ROHR
Notary Public, State of Nevada
Appointment No. 02-78443-1
My Appt. Expires Nov. 10, 2014

Attachment 4 A

Please Print Legibly

Quick Start Disclosure of Ownership/Principals (Business)

Quick Start Contracting Entity Information

Name Wolfson Medical Center Downtown, LLC

Mailing Address 6805 W Tropicana Ave Las Vegas NV 89103

Business Phone (702) 452-2525

Tax ID or Social Security Number _____

Type of Business

Sole Proprietor _____ 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
Eric Wolfson Manager	6805 W. Tropicana Ave Las Vegas, NV 89103	(702) 452-2525

Additional Ownership/Principals

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

Alternative Disclosure of Ownership/Principals

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

Name of Attached Document _____

Date of Attached Document _____

Number of pages _____

Certificate of Disclosure of Ownership/Principal – Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature _____

Date 8/29/14

State of Nevada }
County of Clark }

This instrument was acknowledged before me on August 29, 2014 (date) by Eric Wolfson (name of person).

Notary Public: Alice A. Rohr

ALICE A. ROHR
Notary Public, State of Nevada
Appointment No. 02-73443-1
My Appt. Expires Nov. 10, 2014

ATTACHMENT 5

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF _____ }
} ss:
COUNTY OF _____ }

Please Print Legibly

I, Eric Wolfson, 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 Wolfson Medical 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 921 S Las Vegas Blvd. ("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. EW (initial)

   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past (5) five years. EW (initial)

   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. EW (initial)

   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. EW (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 29th day of August.

Authorized Signature: _____

SIGNED AND SWORN TO before me this 29th day of August 2014, by Eric Wolfson

NOTARY PUBLIC Alice A Rohr

My Commission Expires:

ALICE A. ROHR
Notary Public, State of Nevada
Appointment No. 02-78443-1
My Appt. Expires Nov. 10, 2014

ATTACHMENT 6

Quick Start Real Property Owner Consent

STATE OF _____ }
} ss.
COUNTY OF _____ }

I, Eric Wolfson, owner and/or authorized representative of APN# 139-34-410-167, 168, 169 also commonly known as 921 S. Las Vegas Blvd. (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 Wolfson Medical Center Downtown, 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 29th day of August, 2014.

Property Owner Name: _____

Authorized Representative: Eric Wolfson

SIGNED AND SWORN TO before me this 29th day of August, 2014, by Eric Wolfson.

NOTARY PUBLIC
My Commission Expires: Alice A. Rohr

ALICE A. ROHR
Notary Public, State of Nevada
Appointment No. 02-76443-1
My Appt. Expires Nov. 10, 2014

Public Purpose/Impact Analysis Report
NRS 279.486

City Council/Redevelopment Agency Meeting
April 1, 2015

Title of Project: **Quick Start Program**

Sponsor/Developer: **Wolfson Medical Center Downtown, LLC**

Address Of Project: **921 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.

$619,080

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:

Wolfson Medical Center Downtown, LLC acquired the vacant bank building in 2013 after it sat empty since 2008. The building has been converted to 16,000 square feet of medical office space bringing 165 professional jobs to downtown Las Vegas.

What is the amount of Private Investment and who is providing it?

$2,240,000 building acquisition – Owner equity and bank financing

$619,080 demolition and renovations – Owner equity and bank financing

What is the amount of Public Investment and who is providing it?

$50,000, City of Las Vegas Redevelopment Agency

How many Direct Jobs will be Created? 15

How many Indirect Jobs will be Created? 3

How many Direct Jobs will be Retained? 0

Quantitative Economic Benefits:

$2,240,000 in building acquisition

$619,090 is being fed into the local economy for material and through the employment of subcontractors for the improvements to the interior and exterior of the building along with signage.

$3,264,236 direct, indirect and induced labor income

Total Direct Economic Impact:

$1,950,584 direct labor income

Total Indirect Economic Impact:

$413,688 indirect labor income

Economic Impact Study Performed:	Yes ☐	No ☒
Return on Investment Analysis Performed:	Yes ☐	No ☒

RESOLUTION NO. _____

RESOLUTION FINDING THE PROJECT PROPOSED BY THE QUICK START PROGRAM ("QSP") AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND WOLFSON MEDICAL CENTER DOWNTOWN, LLC AS OWNER AND QSP PARTICIPANT TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE QSP 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 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, WOLFSON MEDICAL CENTER DOWNTOWN , LLC (the "OWNER") is the owner of real property and improvements located at 921 SOUTH LAS VEGAS BOULEVARD, and which parcel is commonly known as APN 139-34-410-167, 168 AND 169 (the "Site"); and

WHEREAS, WOLFSON MEDICAL CENTER DOWNTOWN, LLC (the "QSP PARTICIPANT") is the owner of the real property located at 921 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 Program 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 Chairperson 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 was passed, adopted and approved this 1st day of April, 2015.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, Chairman

ATTEST:

_____
LUANN D. HOLMES
ACTING SECRETARY

APPROVED AS TO FORM:

D. Pantiello 3/17/15
Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
QUICK START AGREEMENT

THIS QUICK START AGREEMENT (the "Agreement") is entered into this 1 day of April, 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 WOLFSON MEDICAL CENTER DOWNTOWN, 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 921 South Las Vegas Boulevard 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 FIFTY THOUSAND DOLLARS ($50,000) 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 OCTOBER 1, 2014 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:

APRIL 1, 2015.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

ATTEST:

_____
LuAnn D. Holmes
Acting Secretary

WOLSFON MEDICAL CENTER DOWNTOWN, LLC

By: _____
Eric Wolfson
"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 THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN\ (7), EIGHT (8), THE WEST EIGHTY FIVE FEET (85') OF LOT NINE (9), AND LOTS THIRTY (30), THIRTYONE (31) AND THIRTY-TWO (32) IN BLOCK TWENTY-SEVEN (27) OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

ATTACHMENT 2

Inst #: 201311010000972
Fees: $23.00 N/C Fee: $0.00
RPTT: $11424.00 Ex: #
11/01/2013 10:51:22 AM
CONFORMED COPY
Receipt #: 1529516
Requestor:
NEVADA TITLE LAS VEGAS
Recorded By: ECM Pgs: 8
DEBBIE CONWAY
CLARK COUNTY RECORDER

A.P. N.: 139-34-410-167, 139-34-410-168, 139-34-410-169, 139-34-410-200
R.P.T.T.: $11,424.00

Escrow #13-09-0140-KR

Mail tax bill to and
When recorded mail to:
Wolfson Medical Center Downtown, LLC
921 S. Las Vegas Blvd
Las Vegas, NV 89101

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH, That **921 SLVB, LLC, a Nevada limited liability company who acquired title as 921 SLVB, LLC,** for a valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell and Convey to **Wolfson Medical Center Downtown, LLC, a Nevada limited liability company**, all that real property situated in the County of **Clark,** State of Nevada, bounded and described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

COMMONLY KNOWN ADDRESS:
900 S. 6th Street & 903, 905, 921 S. Las Vegas Blvd., Las Vegas, NV 89101

SUBJECT TO:

1. Taxes for the current fiscal year, not delinquent, including personal property taxes of any former owner, if any:
2. Restrictions, conditions, reservations, rights, rights of way and easements now of record, if any, or any that actually exist on the property.

TOGETHER WITH all singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

IN WITNESS WHEREOF, this instrument has been executed this 30 day of Oct, 2013.

921 SLVB, LLC, a Nevada limited liability company

By: The Dorothy Finger Revocable Trust dated December 22, 1992, its Manager

see attached — SIGNED IN COUNTERPART

By: Dorothy Finger, Trustee

By: KABOB, LLC, a Utah limited liability company, its Manager — KABOB, LLC, a Utah limited liability company

By: Robert G. Knox, Managing Member

Robert G. Knox, Managing Member

IN WITNESS WHEREOF, this instrument has been executed this 30 day of Oct, 2013.

921 SLVB, LLC, a Nevada limited liability company

By: The Dorothy Finger Revocable Trust dated December 22, 1992, its Manager

Dorothy Finger TR

By: Dorothy Finger, Trustee

Dorothy Finger

PLS SEE ATTACHED CA ACKNOWLEDGMENT

By: KABOB, LLC, a Utah limited liability company, its Manager

Signed in counterpart

By: Robert G. Knox, Managing Member

State of _____ }
} ss:
County of _____ }

This instrument was acknowledged before me on _____
by Dorothy Finger as Trustee
of The Dorothy Finger Revocable Trust dated December 2, 1992, its Manager of 921 SLVB, LLC, a Nevada limited liability company

see attached

PLS SEE ATTACHED CA ACKNOWLEDGMENT

_____
NOTARY PUBLIC
My Commission Expires: _____

State of _____ }
} ss:
County of _____ }

This instrument was acknowledged before me on _____
by Robert G. Knox as Managing Member
of KABOB, LLC, a Utah limited liability company, its Manager of 921 SLVB, LLC, a Nevada limited liability company

see attached

_____
NOTARY PUBLIC
My Commission Expires: _____

State of _____ }
} ss:
County of _____ }

This instrument was acknowledged before me on _____
by Dorothy Finger as Trustee
of The Dorothy Finger Revocable Trust dated December 22, 1992, its Manager of 921 SLVB, LLC, a Nevada limited liability company

NOTARY PUBLIC
My Commission Expires: _____

State of NV }
} ss:
County of CLARK }

This instrument was acknowledged before me on 10/30/13
by Robert G. Knox as Managing Member
of KABOB, LLC, a Utah limited liability company, its Manager of 921 SLVB, LLC, a Nevada limited liability company

K. Ravelo

NOTARY PUBLIC
My Commission Expires: 2/24/16

K. Ravelo

K. RAVELO
Notary Public State of Nevada
No. 96-2157-1
My appt. exp. Feb. 24, 2016

NO. 96215-71
Exp. 2/24/16

CERTIFICATE OF ACKNOWLEDGMENT
California All-Purpose Acknowledgment

State of California
County of Contra Costa

On 10-30-13 (Date) before me, M. MARCUCCI (Name of Officer), Notary Public,

personally appeared DOROTHY FINGER (Name of Signer(s)),

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

M. MARCUCCI
COMM. #2020860
NOTARY PUBLIC • CALIFORNIA
CONTRA COSTA COUNTY
My Comm. Expires May. 17, 2017

M. Marcucci
Signature of Notary Public

M. Marcucci
#2020860 Exp 5-17-17
Place Notary Seal Above

Description of Attached Document

Title or Type of Document: GRANT, BARGAIN, SALE DEED

Document Date: _____ Number of Pages: 5

Signers(s) other than named above: _____

EXHIBIT "A"

LOTS THREE (3), FOUR (4), FIVE (5), SIX (6), SEVEN (7), EIGHT (8), THE WEST EIGHTY FIVE FEET (85') OF LOT NINE (9), AND LOTS THIRTY (30), THIRTY-ONE (31) AND THIRTY-TWO (32) IN BLOCK TWENTY-SEVEN (27) OF SOUTH ADDITION TO THE CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 51, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

State of Nevada
Declaration of Value Form

1. Assessor Parcel Number(s)
   a) 139-34-410-167, 139-34-410-168, 139-34-410-169, 139-34-410-200
   b) _____
   c) _____
   d) _____

2. Type of Property:
   a. ☐ Vacant Land b. ☐ Sgl. Fam. Residence
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg. f. ☒ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   ☐ Other _____

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page _____
Date of Recording: _____
Notes: _____

3 a. Total Value/Sales Price of Property $2,240,000.00

b. Deed in Lieu of Foreclosure Only (value of property) _____

c. Transfer Tax Value: $2,240,000.00

d. Real Property Transfer Tax Due $11,424.00

4. **If Exemption Claimed:**

a. Transfer Tax Exemption, per NRS 375.090, Section: _____

b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. **Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.**

Signature: _____ Capacity: GRANTOR/SELLER

Signature: _____ Capacity: GRANTEE/BUYER

SELLER (GRANTOR) INFORMATION (REQUIRED)		BUYER (GRANTEE) INFORMATION (REQUIRED)	
Print Name:	921 SLVB, LLC, a Nevada limited liability company	Print Name:	Wolfson Medical Center Downtown, LLC, a Nevada limited liability company
Address:	3734 Ecker Hill Dr	Address:	921 S. Las Vegas Blvd
City:	Park City	City:	Las Vegas
State:	UT Zip: 84098	State:	NV Zip: 89101

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name: Nevada Title Company Esc. #: 13-09-0140-KR
Address: 3993 Howard Hughes Parkway, Suite 120
City: Las Vegas State: NV Zip: 89169

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

ATTACHMENT 3

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

Electrical	$ 53,900
Plumbing	$ 32,092
HVAC	$ 21,952
Fire Sprinkler	$ 22,750
Elevator Modernization	$ 70,561
Structural Steel Roof Modifications	$ 8,200
Steel Deck / Concrete Floor Repair	$ 6,500
Roofing	$ 9,895
Fire Penetration Caulking	$ 500
Elevator / Stairway Electrical Updates	$ 10,000
Elevator / Stairway Fire Alarm Updates	$ 10,210
Electrical HVAC Unit Conduit	$ 15,800
HVAC Staircases / Lobby	$ 5,413
Plumbing (Gas and Condensate Lines)	$ 9,560
HVAC Units (Alternate)	$ 61,818
Painting (Stairway Interiors, 1st Floor Lobby and Stairs)	$ 19,391
Remove Vault Doors (2)	$ 2,800
Parking Lot (Front) Crack Fill, Seal Coat and Stripe	$ 2,995
Parking Lot (Rear) 1-1/2" Asphalt Overlay	$ 9,850
Replace Damaged / New Bumper Blocks in Both Parking Lots	$ 1,784
Remove and Replace Damaged 'A' Curbing	$ 1,400
Remove and Replace Walkway with Handi-cap access	$ 3,600
Remove Planter	$ 3,596
Landscape	$ 7,500
Security Fence	$ 1,500
Framing	$ 11,417
Insulation	$ 3,510
Drywall & Ceiling	$ 24,508
X-ray Lead Lined Walls	$ 4,676
Finish work	$ 101,857
Misc	$ 4,900
General Contractor	$ 74,646
	$ 619,081

Estimated QSP Grant	$ 50,000

Schedule of Improvemetns

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 Wolfson Medical Center Downtown, LLC

Mailing Address 6803 W. Tropicana Ave Las Vegas NV 89103

Business Phone (702) 452-2525

Tax ID or Social Security Number _____

Ownership Interest

Estate in Severalty ✓ 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
Eric Wolfson - manager	6803 W. Tropicana Ave Las Vegas NV 89103	(702) 452-2525

Additional Ownership/Principals

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

Alternative Disclosure of Ownership/Principals

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

Name of Attached Document _____

Date of Attached Document _____

Number of pages _____

Certificate of Disclosure of Ownership/Principal – Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature _____

Date 8/29/14

State of Nevada }
County of Clark }

This instrument was acknowledged before me on August 29 2014 (date) by Eric Wolfson (name of person).

Notary Public: Alice A. Rohr

ALICE A. ROHR
Notary Public, State of Nevada
Appointment No. 02-78443-1
My Appt. Expires Nov. 10, 2014

Attachment 4 A *Please Print Legibly*

Quick Start Disclosure of Ownership/Principals (Business)

Quick Start Contracting Entity Information

Name Wolfson Medical Center Downtown, LLC

Mailing Address 6805 W. Tropicana Ave Las Vegas NV 89103

Business Phone (702) 452-2525

Tax ID or Social Security Number _____

Type of Business

Sole Proprietor ____ 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
Eric Wolfson Manager	6805 W. Tropicana Ave Las Vegas, NV 89103	(702) 452-2525

Additional Ownership/Principals

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

Alternative Disclosure of Ownership/Principals

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

Name of Attached Document _____

Date of Attached Document _____

Number of pages ____

Certificate of Disclosure of Ownership/Principal – Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature _____

Date 8/29/14

State of Nevada }
County of Clark }

This instrument was acknowledged before me on August 29, 2014 (date) by Eric Wolfson (name of person).

Notary Public: Alice A. Rohr

ALICE A. ROHR
Notary Public, State of Nevada
Appointment No. 02-73443-1
My Appt. Expires Nov. 10, 2014

ATTACHMENT 5

PARTICIPANT AFFIDAVIT AND EMPLOYMENT PLAN

STATE OF _____}
} ss:
COUNTY OF _____}

Please Print Legibly

I, Eric Wolfson, 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 Wolfson Medical Gr 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 921 S Las Vegas Blvd. ("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. EW (initial)

   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past (5) five years EW (initial)

   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. EW (initial)

   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. EW (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 29th day of August.

Authorized Signature: _____

SIGNED AND SWORN TO before
me this 29th day of August 2014, by Eric Wolfson

NOTARY PUBLIC Alice A Rohr

My Commission Expires:

ALICE A. ROHR
Notary Public, State of Nevada
Appointment No. 02-78443-1
My Appt. Expires Nov. 10, 2014

ATTACHMENT 6

Quick Start Real Property Owner Consent

STATE OF _____ }
} ss.
COUNTY OF _____ }

I, Eric Wolfson, owner and/or authorized representative of APN# 139-34-410-167, 168 also commonly known as 921 S. Las Vegas Blvd. (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 Wolfson Medical Center Downtown 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 29th day of August, 2014.

Property Owner Name: _____

Authorized Representative: Eric Wolfson

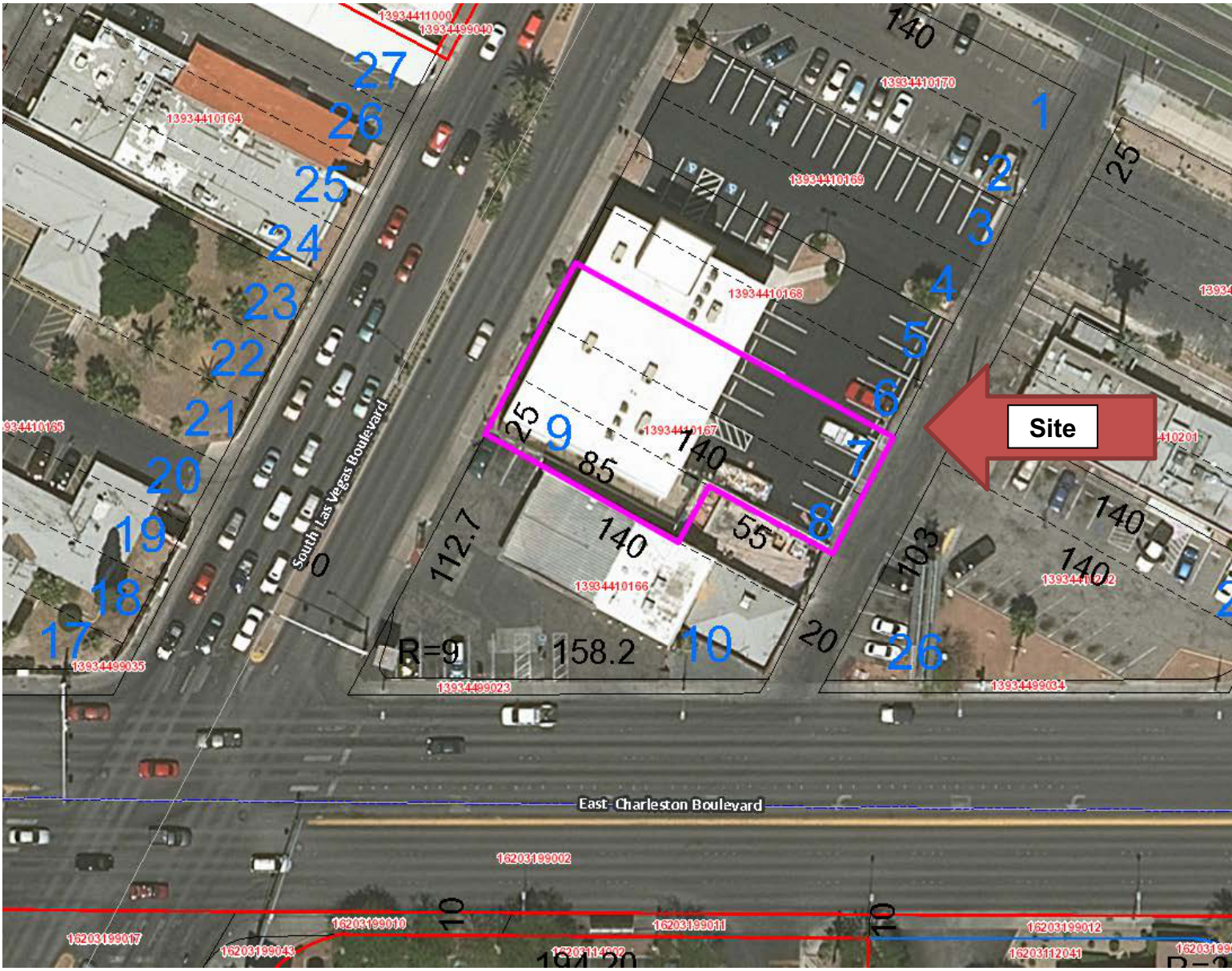
SIGNED AND SWORN TO before me this 29th day of August, 2014, by Eric Wolfson.

NOTARY PUBLIC
My Commission Expires: Alice A. Rohr

ALICE A. ROHR
Notary Public, State of Nevada
Appointment No. 02-76443-1
My Appt. Expires Nov. 10, 2014

SITE MAP

921 South Las Vegas Boulevard



City of Las Vegas Agenda Item No.: **31.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 1, 2015

DEPARTMENT: ECONOMIC AND URBAN DEVELOPMENT
DIRECTOR: WILLIAM ARENT ☒ **Consent** ☐ **Discussion**

SUBJECT:
RESOLUTIONS:

R-15-2015 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and Presario Properties, LLC, (Owner) and General Service Merchandise Corporation, dba Ogden Mart (Tenant and CVIP Participant) located at 203 North 9th Street (APN 139-34-612-047), to be in compliance with and in furtherance of the goals and objectives of the RDA - (Not-to-Exceed $25,000 - RDA Special Revenue Fund) - Redevelopment Area Ward 5 (Barlow) [NOTE: This item is related to Redevelopment Agency Item 5 (RA-8-2015)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is related to a Redevelopment item regarding assisting General Merchandise Service Corporation, dba Ogden Mart, with the cost of improvements to the property located at 203 North 9th Street (APN 139-34-612-047). Approval will adopt findings that the CVIP Agreement is in compliance with and furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-15-2015
2. Public Purpose Impact Analysis
3. Site Map

RESOLUTION NO. R-15-2015

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND PRESARIO PROPERTIES, LLC ("OWNER") AND GENERAL MERCHANDISE SERVICE CORPORATION DBA OGDEN MART ("TENANT" AND "CVIP PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-34-410-004

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and;

WHEREAS, PRESARIO PROPERTIES, LLC (the "OWNER") the owner of real property and improvements located at 203 NORTH 9TH STREET, and which parcel is commonly known as APN 139-34-612-047 (the "Site"); and

WHEREAS, GENERAL MERCHANDISE SERVICE CORPORATION DBA OGDEN MART (the "CVIP PARTICIPANT") is a tenant of the real property located at 203 NORTH 9TH STREET and is undertaking certain exterior improvements to the property or the redevelopment of an underdeveloped property in accordance with the Commercial VIP Program;

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to GENERAL MERCHANDISE SERVICE CORPORATION DBA OGDEN MART for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities,

structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Owner" and "Tenant" 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:

M. Nichols Esq.
Date
2-23-15

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _____ day of _____, 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 Presario Properties, LLC ("Owner") and General Merchandise Service Corporation dba Ogden Mart ("Tenant").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's and Tenant's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Tenant for any Pre-approved Qualified Exterior Improvements to a maximum of Twenty-five Thousand Dollars and 00/100 (**$25,000.00**), and the Tenant has provided a 400% matching cash contribution to the Agency's participation to ensure that the Tenant 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 Tenant desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment " 8 " – VIP Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY, OWNER and TENANT 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. 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, 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 Tenant 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: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to four hundred percent (400%) of the façade improvements, with a not to exceed a maximum of TWENTY-FIVE THOUSAND DOLLARS and 00/100 **($25,000.00)**, for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Tenant has submitted paid invoices from contractor(s) to the Agency.

b. Owner and/or Tenant shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner and/or Tenant the Purchase Price within forty-five (45) days after submission of paid invoices by Owner and/or Tenant for the Project improvements, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner and/or Tenant. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner and/or Tenant, if any, hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement, Attachment " 4 " attached hereto. Owner and/or Tenant agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner and/or Tenant shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S AND/OR TENANT'S REPURCHASE OPTION. The Agency hereby grants the Owner and/or Tenant the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner and/or Tenant shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's and/or Tenant's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Tenant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 30 days of execution of this Agreement by the Agency, Tenant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and/or Tenant and approved by Agency in accordance with the CVIP Guidelines. Tenant shall complete the improvements within one hundred eighty (180) days of execution of this Agreement. The improvements to the site also shall be referred to as the "Project" hereinafter. The

Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner and/or Tenant a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner and/or Tenant in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner and/or Tenant is unable to obtain (3) or more competitive bids, the Owner and/or Tenant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or Tenant to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner and/or Tenant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner and/or Tenant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or Tenant from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Tenant 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 Tenant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner and/or Tenant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Tenant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Tenant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Tenant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner and/or Tenant 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 Tenant in the event of any default or breach by the Agency or for any amount which may become due to the 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/or Tenant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6-A " and Attachment " 6-B " and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner and/or Tenant or any principal member of Owner and/or Tenant. Throughout the term hereof, Owner and/or Tenant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the 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 a Owner and/or Tenant 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 Tenant 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 Tenant agrees to return any and all Agency Funds heretofore paid to the Owner and/or Tenant

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 Tenant shall entitle the Agency to sue the Owner and/or Tenant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and/or Tenant 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:
Presario Properties, LLC
207 9th Street
Las Vegas, NV 89101

If to the Tenant:
General Merchandise Service Corporation
DBA Ogden Mart
823 East Ogden Avenue
Las Vegas, NV 89101

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner

and/or Tenant 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 Tenant.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on this _____ day of _____, 2015 by the 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"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ATTEST:

_____

Secretary

OWNER – PRESARIO PROPERTIES, LLC

By: _____
David E. Lentes

Its: Manager

TENANT – GENERAL MERCHANDISE SERVICE CORPORATION DBA OGDEN MART

By: _____
Basim Shabo

Its: President

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 6-A "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT " 6-B "	DISCLOSURE OF PRINCIPALS – TENANT
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT " 8 "	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

203 NORTH 9TH STREET

The land referred to is situated in County of Clark, city of Las Vegas, State of Nevada and is described as follows:

The East Half (E ½) of Lots Nine (9) and Ten (10) and the North Ten (10) Feet of the West Half (W ½) of Lot Ten (10) all in Block Sixteen (16) of Buck's Subdivision of Las Vegas, as shown by Map thereof on file in Book 1 of Plats, Page 15 in the Office of the County Recorder, Clark County, Nevada.

Commonly known as 207 N. Ninth Street (aka 823 E. Ogden Avenue, Las Vegas, Nevada 89101, consisting of approximately .17 acres.

APN 139-34-612-047

ATTACHMENT 2

Copy of Lease By and Between

PRESARIO PROPERTIES, LLC (Lessor)

And

GENERAL MERCHANDISE SERVICE CORPORATION DBA OGDEN MART (Lessee)

Is on file with the City of Las Vegas – Economic and Urban Development Department

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the east building face adjoining the North 9th Street right-of-way, the south building face adjoining Ogden Avenue right-of-way, and the west boundary and the north boundary as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 139-34-612-047

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, PRESARIO PROPERTIES, LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Façade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...

...

...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this ____ day of _____, _____.

OWNER

PRESARIO PROPERTIES, LLC

By:_____
David E. Lentes

Its: Manager_____
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:_____
CAROLYN G. GOODMAN

Its: CHAIR_____
"GRANTEE"

ATTEST:

_____

Secretary

APPROVED AS TO FORM

_____

Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2015 by DAVID E LENTES as Manager.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2015 by Carolyn G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

203 NORTH 9TH STREET

The land referred to is situated in County of Clark, city of Las Vegas, State of Nevada and is described as follows:

The East Half (E ½) of Lots Nine (9) and Ten (10) and the North Ten (10) Feet of the West Half (W ½) of Lot Ten (10) all in Block Sixteen (16) of Buck's Subdivision of Las Vegas, as shown by Map thereof on file in Book 1 of Plats, Page 15 in the Office of the County Recorder, Clark County, Nevada.

Commonly known as 207 N. Ninth Street (aka 823 E. Ogden Avenue, Las Vegas, Nevada 89101, consisting of approximately .17 acres.

APN 139-34-612-047

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the east building face adjoining the North 9th Street right-of-way, the south building face adjoining Ogden Avenue right-of-way, and the west boundary and the north boundary as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $25,000.00 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$25,000.00
Anytime during second year:	$20,000.00
Anytime during third year:	$15,000.00
Anytime during fourth year:	$10,000.00
Anytime during fifth year:	$ 5,000.00
After five full years from recordation of the Façade Easement Deed:	$ 0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 139-34-612-047

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2015, between PRESARIO PROPERTIES, LLC hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 203 NORTH 9TH STREET, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos. 139-34-612-047; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the property facing the Facade Easement Area: Facade Easement Area: Facade Easement Area: The area consisting of the north building face adjoining the West Owens Avenue right-of-way and the west building face on the "J" Street right-of-way and southern and eastern boundaries as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Office of Business Development, 495 South Main Street, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

    d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, it's employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY:	CITY OF LAS VEGAS REDEVELOPMENT AGENCY 495 SOUTH MAIN STREET, 6TH FLOOR LAS VEGAS, NV 89101 ATTN: OPERATIONS OFFICER
OWNER:	PRESARIO PROPERTIES, LLC 207 9TH STREET LAS VEGAS, NV 89101
TENANT:	GENERAL MERCHANDISE SERVICE CORPORATION DBA OGDEN MART 823 EAST OGDEN AVENUE LAS VEGAS, NV 89101

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this

agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

    This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

By: _____ Date: _____
Name: DAVID E. LENTES
Title: MANAGER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____

Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2015 by DAVID E. LENTES as Manager

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2015 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

203 NORTH 9TH STREET

The land referred to is situated in County of Clark, city of Las Vegas, State of Nevada and is described as follows:

The East Half (E ½) of Lots Nine (9) and Ten (10) and the North Ten (10) Feet of the West Half (W ½) of Lot Ten (10) all in Block Sixteen (16) of Buck's Subdivision of Las Vegas, as shown by Map thereof on file in Book 1 of Plats, Page 15 in the Office of the County Recorder, Clark County, Nevada.

Commonly known as 207 N. Ninth Street (aka 823 E. Ogden Avenue, Las Vegas, Nevada 89101, consisting of approximately .17 acres.

APN 139-34-612-047

EXHIBIT B

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the east building face adjoining the North 9th Street right-of-way, the south building face adjoining Ogden Avenue right-of-way, and the west boundary and the north boundary as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1.	Installation of decorative iron work	$28,300
2.	Replacement of the doors and windows	$ 4,532
3.	Stone work	$19,540
4.	Sand blasting	$ 4,300
5.	Gate and railing	$ 9,660
6.	Exterior Paint	$ 5,680
7.	Replacement of exterior lights	$ 1,322
8.	Exterior stucco work	$13,420
9.	Structural repair	$24,400
10.	Concrete work	$11,650
	TOTAL ESTIMATED PROJECT COSTS	$122,804

Estimated CVIP Grant **$25,000**

Schedule of Improvements

Work will be completed within 180 days of execution of the Agreement.

ATTACHMENT "6-A "

DISCLOSURE OF PRINCIPALS – REAL PROPERTY

See Attached

Please Print Legibly

VIP Disclosure of Ownership/Principals

Real Property - Page 1 of 2

VIP Contracting Entity Information

Name Basim Shabo

Mailing Address 823 E. Ogden Ave, Las Vegas NV 89101

Business Phone (702) 387-1100

Tax ID or Social Security Number 43-1658847

Ownership Interest

Estate in Severalty_____ 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
David D. Lentes	2559 Beechwood Village CT Henderson NV 89052	(702) 498-1170
Basim Shabo	823 E. Ogden Ave. Las Vegas, NV 89101	(702) 387-1100

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*:_____

Please Print Legibly

VIP Disclosure of Ownership/Principals

Alternative Disclosure of Ownership/Principal

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 N/A

Number of Pages N/A

Certification 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 12/18/14

State of Nevada
County of Clark

This instrument was acknowledged before me on

12/18/14 (date) by

BASIM SHABO (name of person)

_____
Notary Public

LARRY P. POWELL JR.
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 11-4242-1
My Appt. Expires Jan. 13, 2015

ATTACHMENT "6-B"

DISCLOSURE OF PRINCIPALS – BUSINESS

See Attached

Please Print Legibly

VIP Disclosure of Ownership/Principals

VIP Contracting Entity Information

Name BASIM SHABO - GMSC

Mailing Address 823 E OGDEN AVE, LAS VEGAS, NV 89101

Business Phone 702 - 387 - 1100

Tax ID or Social Security Number 04 - 3658847

Type of Business

Sole Proprietor_____ 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 business.

Full Name & Title	Business Address	Business Phone
BASIM SHABO	823 E OGDEN AVE	702-387-1100
	LAS VEGAS, NV 89101	

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*:_____

VIP Disclosure of Ownership/Principals

Alternative Disclosure of Ownership/Principal

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 N/A

Number of Pages N/A

Certification 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

December 5, 2014 (date) by

Basim Shabo (name of person)

_____
Notary Public

JEFFERSON LO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-26-16
Certificate No: 12-7429-1

ATTACHMENT " 7 "

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

See Attached

Please Print Legibly

VIP Participant Affidavit and Employment Plan

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, BASIM SHABO, 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 GMSC, a company duly organized in the State of Nevada as a CORPORATION, (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 207 9TH ST ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☒
   b. Create jobs or other business opportunities for nearby residents; ☒
   c. Increase local revenues from desirable sources; ☒
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☒
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☒ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☒

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate or existing businesses to remain within the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner.; ☐ or
   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance. ☐ or
   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 and blight. ☐ or
   d. The exterior improvements to the property or business do not have a direct affect on revenues therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or

e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. BN (initial)

b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. BN (initial)

c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. BN (initial)

d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. BN (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 5TH day of DECEMBER, 2014.

Authorized Signature: [signature]

SIGNED AND SWORN TO before

me this 5 day of December, 2014, by Basim Shuba.

[signature]

NOTARY PUBLIC

My Commission Expires: 03/26/2016

JEFFERSON LO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-26-16
Certificate No: 12-7429-1

ATTACHMENT "8"

VIP REAL PROPERTY OWNER CONSENT

See Attached

VIP Real Property Owner Consent

Please Print Legibly

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, PRESARIO PROPERTIES, LLC DAVID E LENTES, owner and/or authorized representative of APN# 139-34-612-047 also commonly known as 207 9TH ST hereby consent to the proposed exterior improvements on the above listed property **and** consent to the participation in the Visual Improvement Program which are to be undertaken by 207 9TH ST, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement deed and building maintenance agreement to the above listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five year period.

DATED this 5TH day of DECEMBER 2014.

Authorized Representative: David E Lentes

SIGNED AND SWORN TO before

me this 5 day of December 2014, by David E Lentes

NOTARY PUBLIC
My Commission Expires: 03/26/2016

JEFFERSON LO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-26-16
Certificate No: 12-7429-1

Public Purpose/Impact Analysis Report
NRS 279.486

City Council/Redevelopment Agency Meeting
April 1, 2015

Title of Project: **Commercial Visual Improvement Program Grant**

Sponsor/Developer: **General Merchandise Service Corporation, dba Ogden Mart**

Address Of Project: **203 North 9th Street**

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 RDA Resolution as Exhibit A for copy of agreement: CITY OF LAS VEGAS – COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT

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:

General Merchandise Service Corporation, dba Ogden Mart will be renovating the Ogden Mart as well as a second building on the property. The Ogden Mart provides a grocery and sundry retail service which is highly desired by residents as well as downtown workers and visitors in the area. The rehabilitation of the second building will provide space for 2-3 additional small businesses.

Exterior walls of both buildings will receive fresh paint and decorative iron work that will dramatically improve the visual appearance. Fencing, concrete, stucco and lighting will be upgraded to further enhance the property's appearance. Doors and windows will be replaced.

What is the amount of Private Investment and who is providing it?

Approximately $122,804 – General Merchandise Service Corporation, dba Ogden Mart

What is the amount of Public Investment and who is providing it?

Not to Exceed $25,000 by the City of Las Vegas Redevelopment Agency

How many Direct Jobs will be Created? 9 Full-Time Equivalent

How many Indirect Jobs will be Created? 3 indirect and induced jobs

How many Direct Jobs will be Retained? 3

Quantitative Economic Benefits:

$122,804 of labor and material expended in the Redevelopment Area during renovations. $512,447 in direct and indirect annual payroll will be generated by the renovation of Ogden Mart. An additional $130,874 in annual state and local taxes will be generated by the project

Total Direct Economic Impact:

$122,804 in renovations. $371,241 in direct payroll annually. $130,874 in new taxes annually.

Renovating Total Indirect Economic Impact:

$47,014 indirect labor dollars annually

Economic Impact Study Performed:	Yes ☐	No ☒
Return on Investment Analysis Performed:	Yes ☐	No ☒

RESOLUTION NO. _____

RESOLUTION FINDING THE PROJECT PROPOSED BY THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND PRESARIO PROPERTIES, LLC (AS OWNER) AND GENERAL MERCHANDISE SERVICE CORPORATION DBA OGDEN MART (AS TENANT AND CVIP PARTICIPANT) TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE CVIP 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 October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Program Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and

WHEREAS, PRESARIO PROPERTIES, LLC (the "OWNER") is the owner of real property and improvements located at 203 NORTH 9TH STREET, and which parcel is commonly known as APN 139-34-612-047 (the "Site"); and

WHEREAS, GENERAL MERCHANDISE SERVICE CORPORATION DBA OGDEN MART (the "CVIP PARTICIPANT") is a tenant on the real property located at 203 NORTH 9TH STREET and is undertaking certain exterior improvements to the property in accordance with the Commercial VIP 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 Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to Participant for making physical, visual 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 Chairperson 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 CVIP 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:

M. Andros Esq.
Date
2-23-15

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT
AND GRANT OF FACADE EASEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF FAÇADE EASEMENT (the "Agreement") is entered into this _____ day of _____, 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 Presario Properties, LLC ("Owner") and General Merchandise Service Corporation dba Ogden Mart ("Tenant").

Recitals

WHEREAS, the City of Las Vegas Redevelopment Agency ("Agency") administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Façade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's and Tenant's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the Property in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Façade Easement, the Agency shall reimburse the Tenant for any Pre-approved Qualified Exterior Improvements to a maximum of Twenty-five Thousand Dollars and 00/100 (**$25,000.00**), and the Tenant has provided a 400% matching cash contribution to the Agency's participation to ensure that the Tenant 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 Tenant desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment " 8 " – VIP Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY, OWNER and TENANT 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. 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, 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 Tenant 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: GRANT OF FAÇADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to four hundred percent (400%) of the façade improvements, with a not to exceed a maximum of TWENTY-FIVE THOUSAND DOLLARS and 00/100 **($25,000.00)**, for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, façade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Tenant has submitted paid invoices from contractor(s) to the Agency.

b. Owner and/or Tenant shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Façade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner and/or Tenant the Purchase Price within forty-five (45) days after submission of paid invoices by Owner and/or Tenant for the Project improvements, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement Deed and the Building Façade Maintenance Agreement to be recorded against the Property promptly after completion of the Project improvements and upon payment of the Purchase Price by the Agency to the Owner and/or Tenant. The Facade Easement and the Building Façade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner and/or Tenant, if any, hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Façade Maintenance Agreement, Attachment " 4 " attached hereto. Owner and/or Tenant agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner and/or Tenant shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S AND/OR TENANT'S REPURCHASE OPTION. The Agency hereby grants the Owner and/or Tenant the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement Deed and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner and/or Tenant must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner and/or Tenant shall each all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's and/or Tenant's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Tenant shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within 30 days of execution of this Agreement by the Agency, Tenant agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Façade Easement Area, pursuant to the plans and other documents submitted by Owner and/or Tenant and approved by Agency in accordance with the CVIP Guidelines. Tenant shall complete the improvements within one hundred eighty (180) days of execution of this Agreement. The improvements to the site also shall be referred to as the "Project" hereinafter. The

Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner and/or Tenant a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner and/or Tenant in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner and/or Tenant is unable to obtain (3) or more competitive bids, the Owner and/or Tenant shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Office of Business Development; Planning and Development Department; Land Development, Public Works; Development Coordination, Public Works; and City of Las Vegas Department of Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner and/or Tenant to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner and/or Tenant must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner and/or Tenant fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner and/or Tenant from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Tenant 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 Tenant would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner and/or Tenant pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Tenant has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Tenant, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Tenant shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner and/or Tenant 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 Tenant in the event of any default or breach by the Agency or for any amount which may become due to the 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/or Tenant warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6-A " and Attachment " 6-B " and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner and/or Tenant or any principal member of Owner and/or Tenant. Throughout the term hereof, Owner and/or Tenant shall notify City in writing of any material change in the above disclosure within 15 (fifteen) days of any such change.

SECTION 13: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The nondefaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The nondefaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the nondefaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the 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 a Owner and/or Tenant 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 Tenant 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 Tenant agrees to return any and all Agency Funds heretofore paid to the Owner and/or Tenant

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 Tenant shall entitle the Agency to sue the Owner and/or Tenant for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and/or Tenant 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:	Presario Properties, LLC 207 9th Street Las Vegas, NV 89101
If to the Tenant:	General Merchandise Service Corporation DBA Ogden Mart 823 East Ogden Avenue Las Vegas, NV 89101

SECTION 19: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 20: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment " 1 " through Attachment " 7 " inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner

and/or Tenant 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 Tenant.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on this _____ day of _____, 2015 by the 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"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ATTEST:

_____

Secretary

OWNER – PRESARIO PROPERTIES, LLC

By: _____
David E. Lentes

Its: Manager

TENANT – GENERAL MERCHANDISE SERVICE CORPORATION DBA OGDEN MART

By: _____
Basim Shabo

Its: President

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT DEED
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT " 6-A "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT " 6-B "	DISCLOSURE OF PRINCIPALS – TENANT
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT " 8 "	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

203 NORTH 9TH STREET

The land referred to is situated in County of Clark, city of Las Vegas, State of Nevada and is described as follows:

The East Half (E ½) of Lots Nine (9) and Ten (10) and the North Ten (10) Feet of the West Half (W ½) of Lot Ten (10) all in Block Sixteen (16) of Buck's Subdivision of Las Vegas, as shown by Map thereof on file in Book 1 of Plats, Page 15 in the Office of the County Recorder, Clark County, Nevada.

Commonly known as 207 N. Ninth Street (aka 823 E. Ogden Avenue, Las Vegas, Nevada 89101, consisting of approximately .17 acres.

APN 139-34-612-047

ATTACHMENT 2

Copy of Lease By and Between

PRESARIO PROPERTIES, LLC (Lessor)

And

GENERAL MERCHANDISE SERVICE CORPORATION DBA OGDEN MART (Lessee)

Is on file with the City of Las Vegas – Economic and Urban Development Department

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the east building face adjoining the North 9th Street right-of-way, the south building face adjoining Ogden Avenue right-of-way, and the west boundary and the north boundary as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APN: 139-34-612-047

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, PRESARIO PROPERTIES, LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Façade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that has been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement Deed is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement Deed.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement Deed and shall continue until five (5) years from the date of the recordation of this Façade Easement Deed. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner and Agency shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement Deed shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement Deed may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement Deed shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement Deed that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement Deed.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

...

...

...

IN WITNESS WHEREOF, Grantor has executed this Facade Easement Deed as of this ____ day of _____, _____.

OWNER

PRESARIO PROPERTIES, LLC

By:_____
David E. Lentes

Its: Manager
"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By:_____
CAROLYN G. GOODMAN

Its: CHAIR
"GRANTEE"

ATTEST:

_____

Secretary

APPROVED AS TO FORM

_____

Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2015 by DAVID E LENTES as Manager.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2015 by Carolyn G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

203 NORTH 9TH STREET

The land referred to is situated in County of Clark, city of Las Vegas, State of Nevada and is described as follows:

The East Half (E ½) of Lots Nine (9) and Ten (10) and the North Ten (10) Feet of the West Half (W ½) of Lot Ten (10) all in Block Sixteen (16) of Buck's Subdivision of Las Vegas, as shown by Map thereof on file in Book 1 of Plats, Page 15 in the Office of the County Recorder, Clark County, Nevada.

Commonly known as 207 N. Ninth Street (aka 823 E. Ogden Avenue, Las Vegas, Nevada 89101, consisting of approximately .17 acres.

APN 139-34-612-047

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the east building face adjoining the North 9th Street right-of-way, the south building face adjoining Ogden Avenue right-of-way, and the west boundary and the north boundary as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

EXHIBIT C

FORM OF FAÇADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $25,000.00 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$25,000.00
Anytime during second year:	$20,000.00
Anytime during third year:	$15,000.00
Anytime during fourth year:	$10,000.00
Anytime during fifth year:	$ 5,000.00
After five full years from recordation of the Façade Easement Deed:	$ 0.00

ATTACHMENT 4

FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT

APN: 139-34-612-047

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2015, between PRESARIO PROPERTIES, LLC hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 203 NORTH 9TH STREET, Las Vegas, Nevada and currently designated as Assessor's Parcel Nos. 139-34-612-047; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the property facing the Facade Easement Area: Facade Easement Area: Facade Easement Area: The area consisting of the north building face adjoining the West Owens Avenue right-of-way and the west building face on the "J" Street right-of-way and southern and eastern boundaries as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Façade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the façade(s) covered by the Façade Easement, legally described in Exhibit " B " attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Façade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Façade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this agreement, or as may be otherwise approved by City during the term of this agreement. Copies of the plans for the Façade Easement Area required to be maintained under this agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Office of Business Development, 495 South Main Street, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this agreement to diligently maintain and care for the Façade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this agreement, or as may be otherwise approved by Agency during the term of this agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchsets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

    d) All windows shall be secure, well sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, it's employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY:	CITY OF LAS VEGAS REDEVELOPMENT AGENCY 495 SOUTH MAIN STREET, 6TH FLOOR LAS VEGAS, NV 89101 ATTN: OPERATIONS OFFICER
OWNER:	PRESARIO PROPERTIES, LLC 207 9TH STREET LAS VEGAS, NV 89101
TENANT:	GENERAL MERCHANDISE SERVICE CORPORATION DBA OGDEN MART 823 EAST OGDEN AVENUE LAS VEGAS, NV 89101

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with 48 hours advance notice to enter upon the Property subject to this agreement to perform inspections of the façade improvements or to perform any work authorized by this

agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Façade Easement Deed and execution of this agreement by both parties, the Agency shall record this agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the agreement showing the Recorder's stamp.

    This agreement pertains to that area of the Property covered by the Façade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Façade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this agreement resorts to a legal action to enforce any provision of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this agreement, or not, and stating the amount of any outstanding fees or charges.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year set forth above.

By: _____ Date: _____
Name: DAVID E. LENTES
Title: MANAGER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____

Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
)ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2015 by DAVID E. LENTES as Manager

_____
Notary Public in and for said County and State

STATE OF NEVADA)
)ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2015 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

203 NORTH 9TH STREET

The land referred to is situated in County of Clark, city of Las Vegas, State of Nevada and is described as follows:

The East Half (E ½) of Lots Nine (9) and Ten (10) and the North Ten (10) Feet of the West Half (W ½) of Lot Ten (10) all in Block Sixteen (16) of Buck's Subdivision of Las Vegas, as shown by Map thereof on file in Book 1 of Plats, Page 15 in the Office of the County Recorder, Clark County, Nevada.

Commonly known as 207 N. Ninth Street (aka 823 E. Ogden Avenue, Las Vegas, Nevada 89101, consisting of approximately .17 acres.

APN 139-34-612-047

EXHIBIT B

DESCRIPTION OF THE FAÇADE EASEMENT AREA

Facade Easement Area: The area consisting of the east building face adjoining the North 9th Street right-of-way, the south building face adjoining Ogden Avenue right-of-way, and the west boundary and the north boundary as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1.	Installation of decorative iron work	$28,300
2.	Replacement of the doors and windows	$ 4,532
3.	Stone work	$19,540
4.	Sand blasting	$ 4,300
5.	Gate and railing	$ 9,660
6.	Exterior Paint	$ 5,680
7.	Replacement of exterior lights	$ 1,322
8.	Exterior stucco work	$13,420
9.	Structural repair	$24,400
10.	Concrete work	$11,650
	TOTAL ESTIMATED PROJECT COSTS	$122,804

Estimated CVIP Grant **$25,000**

Schedule of Improvements

Work will be completed within 180 days of execution of the Agreement.

ATTACHMENT "6-A "

DISCLOSURE OF PRINCIPALS – REAL PROPERTY

See Attached

Please Print Legibly

VIP Disclosure of Ownership/Principals

Real Property - Page 1 of 2

VIP Contracting Entity Information

Name Basim Shabo

Mailing Address 823 E. Ogden Ave, Las Vegas NV 89101

Business Phone (702) 387-1100

Tax ID or Social Security Number 43-1658847

Ownership Interest

Estate in Severalty_____ 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
David D. Lertes	2559 Beechwood Village CT	(702) 498-1170
	Henderson NV 89052	
Basim Shabo	823 E. Ogden Ave.	(702) 387-1100
	Las Vegas, NV 89101	

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*:_____

VIP Disclosure of Ownership/Principals

Please Print Legibly

Alternative Disclosure of Ownership/Principal

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 N/A

Number of Pages N/A

Certification 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 12/18/14

State of Nevada
County of Clark

This instrument was acknowledged before me on

12/18/14 (date) by

BASIM SHABO (name of person)

_____
Notary Public

LARRY P. POWELL JR.
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 11-4242-1
My Appt. Expires Jan. 13, 2015

ATTACHMENT "6-B"

DISCLOSURE OF PRINCIPALS – BUSINESS

See Attached

Please Print Legibly

VIP Disclosure of Ownership/Principals

VIP Contracting Entity Information

Name BASIM SHABO - GMSC

Mailing Address 823 E OGDEN AVE, LAS VEGAS, NV 89101

Business Phone 702-387-1100

Tax ID or Social Security Number 04-3658847

Type of Business

Sole Proprietor_____ 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 business.

Full Name & Title	Business Address	Business Phone
BASIM SHABO	823 E OGDEN AVE	702-387-1100
	LAS VEGAS, NV 89101	

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*:_____

VIP Disclosure of Ownership/Principals

Please Print Legibly

Alternative Disclosure of Ownership/Principal

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 N/A

Number of Pages N/A

Certification 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

December 5, 2014 (date) by

Basim Shaba (name of person)

_____
Notary Public

JEFFERSON LO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-26-16
Certificate No: 12-7429-1

ATTACHMENT " 7 "

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

See Attached

VIP Participant Affidavit and Employment Plan

Please Print Legibly

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, BASIM SHABO, 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 GMSC, a company duly organized in the State of Nevada as a CORPORATION, (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 207 9TH ST ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency at its public hearing to be held on _____.

2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site which I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☒
   b. Create jobs or other business opportunities for nearby residents; ☒
   c. Increase local revenues from desirable sources; ☒
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☒
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☒ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☒

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate or existing businesses to remain within the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner.; ☐ or
   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance. ☐ or
   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 and blight. ☐ or
   d. The exterior improvements to the property or business do not have a direct affect on revenues therefore making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐ or

e. The visual improvement of the property or addition of the business to the area is so dramatic that it is a catalyst for economic development in the area. Evidenced by a positive economic impact analysis. ☐

Participant agrees to submit to the Agency its documentation which evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:

a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. BN (initial)

b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. BN (initial)

c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. BN (initial)

d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. BN (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 5TH day of DECEMBER, 2014.

Authorized Signature: [signature]

SIGNED AND SWORN TO before

me this 5 day of December, 2014, by Basim Shuba.

[signature]

NOTARY PUBLIC

My Commission Expires: 03/26/2016

JEFFERSON LO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-26-16
Certificate No: 12-7429-1

ATTACHMENT "8"

VIP REAL PROPERTY OWNER CONSENT

See Attached

VIP Real Property Owner Consent

Please Print Legibly

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, PRESARIO PROPERTIES, LLC/ DAVID E LENTES, owner and/or authorized representative of APN# 139-34-612-047 also commonly known as 207 9TH ST hereby consent to the proposed exterior improvements on the above listed property **and** consent to the participation in the Visual Improvement Program which are to be undertaken by 207 9TH ST, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement deed and building maintenance agreement to the above listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five year period.

DATED this 5TH day of DECEMBER 2014.

Authorized Representative: David E Lentes

SIGNED AND SWORN TO before

me this 5 day of December 2014, by David E Lentes

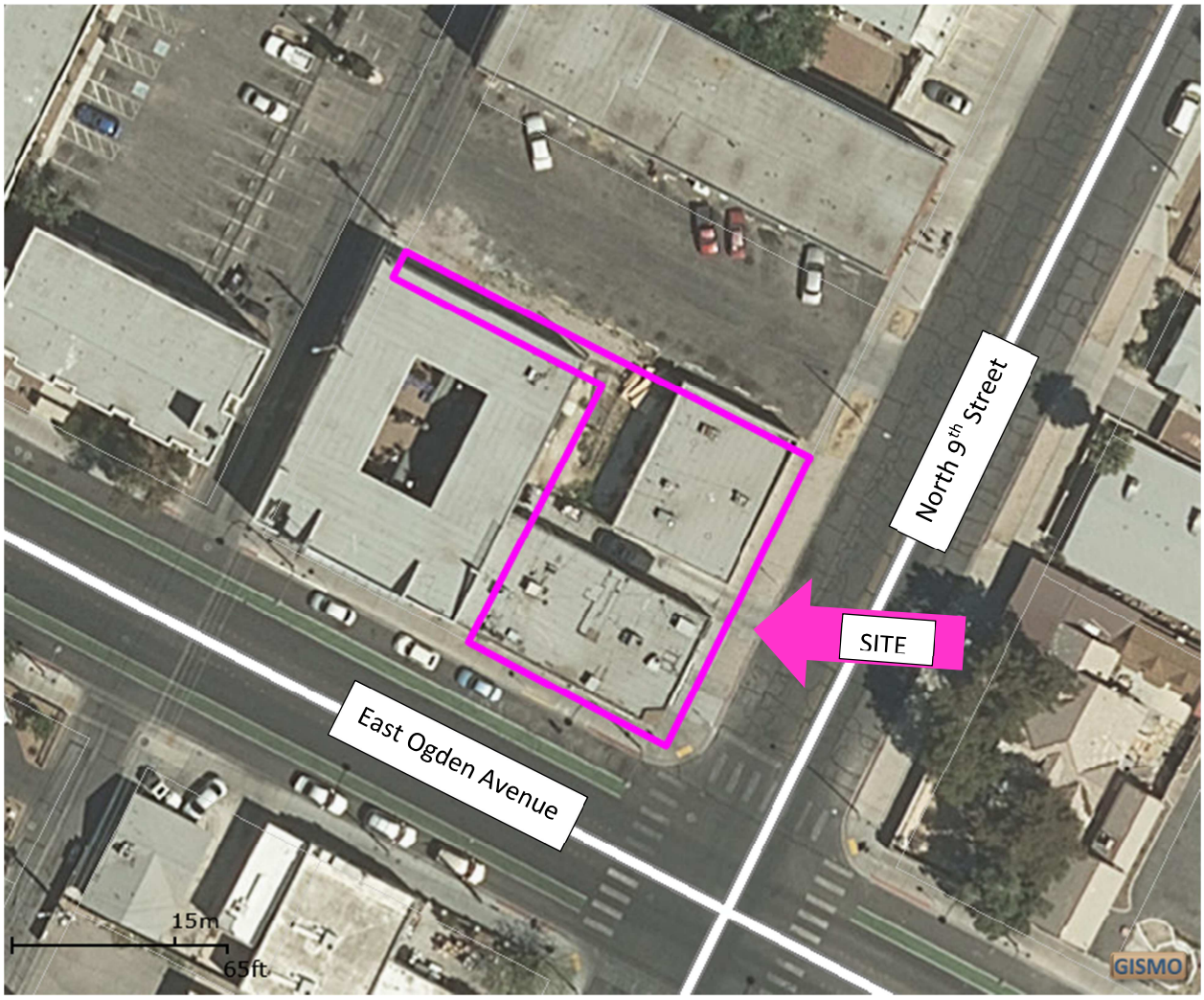
NOTARY PUBLIC
My Commission Expires: 03/26/2016

JEFFERSON LO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-26-16
Certificate No: 12-7429-1

SITE MAP

203 North 9th Street

General Merchandise Service Corporation, dba Ogden Mart



City of Las Vegas Agenda Item No.: **32.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 1, 2015

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

SUBJECT:
RESOLUTIONS:

R-16-2015 - For possible action to approve a Resolution authorizing the City Manager, or the City Manager's designee, to expend City funds for the purpose of making donations or grants that shall not exceed $5,000 from any one Council office, to one or more nonprofit organizations that qualify under NRS 268.028 and enjoy tax-exempt status under Section 501(c) (3) of the Internal Revenue Code - ($35,000 - General Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: Not-to-Exceed $35,000 Annually
Funding Source: General Fund
Dept./Division: City Manager

PURPOSE/BACKGROUND:
This Resolution will authorize City Manager or the City Manager's designee, to expend City funds for the purpose of making donations or grants to one or more nonprofit organizations that both qualify under NRS 268.028 and enjoy tax-exempt status under Section 501(c) (3) of the Internal Revenue Code (Not-to-Exceed $35,000 annually). Such donations or grants shall not exceed the amount of $5,000 for any one Council office. The source of the funds must be a discretionary fund allocated to an office of the member of the City Council.

RECOMMENDATION:
It is recommended that the City Council consider adoption of this Resolution

BACKUP DOCUMENTATION:
Resolution No. R-16-2015

R-16-201

RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO DONATE CITY FUNDS TO QUALIFYING NONPROFIT ORGANIZATIONS UNDER CERTAIN CIRCUMSTANCES

WHEREAS, certain nonprofit organizations that are organized for charitable or educational purposes provide vital services to the inhabitants of the City; and

WHEREAS, in many cases the availability of those services to inhabitants of the City betters the community as a whole; and

WHEREAS, the City Council recognizes the important role that such nonprofit organizations provide to the City and its inhabitants; and

WHEREAS, NRS 268.028 authorizes the governing body of a city to expend money for any purpose that will provide a substantial benefit to the inhabitants of the city, including the donation of funds to certain types of nonprofit organizations; and

WHEREAS, the City Council finds that, on occasion, it may be appropriate for the City to donate funds to a nonprofit organization that provides such a public benefit; and

WHEREAS, the City Council believes that any such donations should be limited to nonprofit organizations that both qualify under NRS 268.028 and enjoy tax-exempt status under Section 501(c)(3) of the Internal Revenue Code ("qualifying organizations"); and

WHEREAS, NRS 268.028 provides that any grant or donation made pursuant to that Section must be made by means of a resolution that specifies the purpose of the grant or donation and any limitations on its use.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL to authorize the City Manager, or the City Manager's designee, to expend City funds for the purpose of making donations or grants to one or more qualifying organizations. Any such expenditure may be made in the nature of a direct donation or grant. The limitations upon donations or grants under the authority of this Resolution are as follows:

1. The source of funds must be a discretionary fund allocated to an office of a member of the City Council.

2. The sum of donations or grants funded by the allocation to any one Council office shall not exceed the amount of $5,000 within any calendar year.

3. Any donation or grant must be designated for and used in connection with the provision of services that provide a substantial benefit to inhabitants of the City.

PASSED, ADOPTED AND APPROVED this _____day of _____, 2015.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
Acting City Clerk

APPROVED AS TO FORM

Val Steed 3-17-15
Val Steed, Date
Deputy City Attorney

City of Las Vegas Agenda Item No.: **33.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 2015

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public hearing on local improvement district for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance - FY2016) - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Public hearing on the Final Assessment Roll for the annual maintenance costs of street beautification improvements from July 1, 2015 through June 30, 2016 along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane.

RECOMMENDATION:
Public Hearing only; no action required.

BACKUP DOCUMENTATION:
Public Hearing Notice

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2016)

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2015-1 for City of Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2016) (hereinafter the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the Director of Public Works, has been filed on March 4, 2015, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Thursday 7:00 a.m. until 5:30 p.m. The boundaries of the District are described in the Special Improvement District No. 1485 Creation Ordinance heretofore adopted (hereinafter the "Creation Ordinance") to defray the annual maintenance costs of a street beautification project (hereinafter the "Maintenance Project"). The boundaries of the District, which include the location of the Maintenance Project and the lots, tracts and parcels of land to be assessed, shall be the exterior boundary of each parcel of property abutting the street as described below. The streets along which the improvements are to be maintained include:

Alta Drive (BOTH SIDES) from western right-of-way of Rancho Drive to approximately 275 feet west of Lacy Lane.

The amounts to be assessed for the Maintenance of the Improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases), provided, however, that an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the Improvements so that assessments according to benefits are equal and uniform.

The amount to be assessed will be levied on an area basis, i.e., the amount of the assessment against each parcel will be in proportion to the area of that parcel as compared to the area of all parcels to be assessed. Each property owner will be assessed for the annual cost of the Maintenance Project. The landscape maintenance shall include maintenance of all landscape improvements including trees, shrubs, and other plantings, irrigation system and controls, fertilization, electrical and water services. The maintenance shall also include the supply of all required water and electrical power.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The portion of the costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the maintenance of improvements in the Maintenance Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Maintenance Project. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, April 1, 2015, at 9:00 a.m. at the City of Las Vegas Council Chambers, 495 South Main Street, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Thursday, March 26, 2015, i.e., at least three working days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from

time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

(1) He is entitled to be represented by counsel at the hearing;

(2) Any evidence he desires to present on these issues must be presented at the hearing; and,

(3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal without interest.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the amount of the assessment postponed. A person desiring to apply for a hardship determination shall file an application no later than March 26, 2015, with the Clark County Department of Social Service (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-4270 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this March 4, 2015.

LUANN D. HOLMES, MMC
Acting City Clerk

City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 2015

DEPARTMENT: PUBLIC WORKS
DIRECTOR: DAVID N. BOWERS ☐ **Consent** ☒ **Discussion**

SUBJECT:
Public hearing on local improvement district for Special Improvement District No. 1516 - Fremont Street Maintenance District FY2016 (Las Vegas Boulevard to 8th Street) - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Public hearing on the Final Assessment Roll for annual funding of the maintenance of the Fremont Street Commercial Area Vitalization Project from July 1, 2015 through June 30, 2016. The property owners will be billed in four (4) quarterly installments without interest. The maintenance of the Commercial Area Vitalization Project is funded 100% by the property owners through this SID.

RECOMMENDATION:
Public Hearing only; no action required.

BACKUP DOCUMENTATION:
Public Hearing Notice

NOTICE OF THE FILING OF FINAL ASSESSMENT ROLL, OF THE OPPORTUNITY TO FILE WRITTEN COMPLAINTS, PROTESTS, OR OBJECTIONS, AND OF THE ASSESSMENT HEARING, ALL CONCERNING THAT CERTAIN AREA TO BE ASSESSED FOR IMPROVEMENTS WITHIN THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2016 (LAS VEGAS BOULEVARD TO 8TH STREET).

NOTICE IS HEREBY GIVEN, that the Final Assessment Roll No. 2015-2 for City of Las Vegas, Nevada, Special Improvement District No. 1516 – Fremont Street Maintenance District FY2016 (Las Vegas Boulevard to 8th Street) (the "District") in and for the City of Las Vegas in the County of Clark, State of Nevada, which has been made out by the City Council of City of Las Vegas, together with the Director of Public Works, has been filed on March 4, 2015, in the office of the City Clerk and since such date, the final assessment roll has been, and now is available for examination by any interested person during regular office hours, Monday through Thursday 7:00 a.m. until 5:30 p.m. The boundaries of the District are described in the Special Improvement District No. 1516 Creation Ordinance heretofore adopted (the "Creation Ordinance"). The street to be improved by the improvements is:

Fremont Street (BOTH SIDES) from the center line of Las Vegas Boulevard to the center line of 8th Street.

The amounts to be assessed for the improvements in the District will be levied upon all tracts in the District, i.e., upon all abutting tracts in proportion to the special benefits derived (as shown by the estimated benefits and corresponding market value increases). However, an equitable adjustment will be made for assessments to be levied against wedge or "V" or other irregularly shaped lots or lands, if any, and for any lot, tract or parcel not specially benefited by the improvements so that assessments according to benefits are to be equal and uniform. The costs to be assessed against and the maximum amount of benefits estimated (and corresponding market value increases) to be conferred upon each piece or parcel of property in the District is stated in the assessment plat and addendum thereto designated "Tabulation of Parcels" or Final assessment roll. In cases of wedge or "V" or any other irregularly shaped tracts, the amount apportioned thereto shall be in proportion to the special benefits thereby derived.

The following methodology will determine the assessments against parcels in the District. The acreage of a parcel in the District will be multiplied by a weighting factor, depending upon the street or streets which the parcel fronts. The categories of streets shall be weighted as follows: a) Fremont Street frontage will be weighted at 1.5; b) side street frontage (Las Vegas Boulevard, Sixth Street, Seventh Street, and Eighth Street) will be weighted at 1.0; and c) back street frontage (Ogden Avenue and Carson Avenue) will be weighted at 0.75. The assessments will equal the weighting factor times the acreage of the parcel, divided by the total weighted acreage in the District, times the total amount assessed for the Project.

Such basis of assessments has been designated by the City Council in the Creation Ordinance heretofore adopted. The costs to be assessed against, and the maximum amount of benefits estimated to be conferred upon each lot, tract or parcel of land or property in the District is stated in the final assessment roll. The City Council has determined that each of these tracts will receive special benefits (and corresponding market value increases) from the Project.

The City Council will meet to hear and consider all complaints, protests, and objections to said final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Project. Any person interested and any parties aggrieved by such assessments may be heard on Wednesday, April 1, 2015, at 9:00 a.m. at the City of Las Vegas Council Chambers, 495 South Main Street, in Las Vegas, Nevada. Any complaint, protest, or objection to the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount thereof levied on each lot, tract or parcel of land, shall be deemed waived unless filed in writing with the City Clerk, on or before Thursday, March 26, 2015, i.e., at least three working days prior to the date set for the assessment hearing.

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the

At the time and place so designated for the hearing, the City Council shall hear and determine all complaints, protests, and objections to the regularity of the proceedings in making such assessments, the correctness of such assessments, the amount levied on any particular lot, tract or parcel of land to be assessed, the amount of the benefits and corresponding market value increases, which have been so made in writing or verbally. The City Council shall further have the power to adjourn such hearing from time to time, and by resolution shall have power, in its discretion, to revise, correct, confirm, or set aside any assessment and to order that such assessment may be made de novo. The owners of the property to be assessed are advised that this is the final chance to present any evidence as to the amount of the assessments (or other matters to be considered at the hearing) to the City Council. If a person objects to the final assessment roll or to the proposed assessments:

(1) He is entitled to be represented by counsel at the hearing;

(2) Any evidence he desires to present on these issues must be presented at the hearing; and

(3) Evidence on these issues that is not presented at the hearing may not thereafter be presented in an action brought pursuant to NRS 271.395.

Assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal without interest.

Pursuant to NRS 271.357, the City has established a procedure to allow any person whose principal residence will be included in the District to apply for a hardship determination. A person whose application for a hardship determination has been approved by the City Council is entitled to have the principal amount of the assessment postponed, but is required to pay the interest on the unpaid balance of the assessment at the same rate and upon the same terms as established by the City Council for the assessments. A person desiring to apply for a hardship determination shall file an application no later than March 26, 2015, with the Clark County Department of Social Service (CCSS), 1600 Pinto Lane, Las Vegas, Nevada 89106. Please contact CCSS at (702) 455-4270 for a pre-qualification screening.

Pursuant to NRS 271.395, within 15 days immediately succeeding the effective date of the assessment ordinance to be adopted following the hearing, any person who has filed a complaint, protest, or objection in writing shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity, and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, and of the amount of the assessment levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation, shall be perpetually barred.

Dated this March 4, 2015.

LUANN D. HOLMES, MMC, Acting City Clerk

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 1, 2015

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

SUBJECT:
ADMINISTRATIVE:

ABEYANCE ITEM - Report from the ETC Institute regarding the 2014 Community Survey findings - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The city of Las Vegas has conducted an annual citizen survey since 2010. In 2013 and 2014, the survey has been conducted by ETC Institute and has enabled the city to measure improvements by tracking performance over time as well as benchmark performance against large cities in the nation. The survey identifies which aspects of the community provide the greatest leverage on citizens' overall satisfaction - and how satisfaction, in turn, influences the community's image and citizen behaviors such as volunteering, remaining in the community, recommending it to others and encouraging start-up businesses in the community. The survey also focuses on respondents' satisfaction with city services and which services should be given the highest priority.

RECOMMENDATION:
Report only

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 2015

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

SUBJECT:
ADMINISTRATIVE:

Report from Steve Wyszomirski, Project Manager with C-A Group, regarding the proposed design concept for Las Vegas Boulevard from Stewart Avenue to Sahara Boulevard - Wards 3 and 5 (Coffin and Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Las Vegas Boulevard serves as one of the principal entry ways into the City of Las Vegas and in its current condition, the roadway is no longer inviting for tourist or residents. This project will upgrade the environment with iconic gateway features, provide wider sidewalks, shade trees and better lighting that will benefit both the pedestrian and vehicular traffic.

RECOMMENDATION:
Receive report

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 2015

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

SUBJECT:
ADMINISTRATIVE:

Report for possible action regarding a financial overview of the Redevelopment Recovery Plan - Wards 1, 3, 5 (Tarkanian, Coffin, Barlow) [NOTE: This item will be trailed to be heard in conjunction with Item 38 and will not be heard before 1:00 P.M.]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This report will provide a financial overview of the Redevelopment Agency Recovery Plan.

RECOMMENDATION:
Accept report and direct staff as appropriate.

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 2015

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

SUBJECT:
Discussion for possible action regarding the Fiscal Year 2016 Tentative Budget for the City of Las Vegas and the City of Las Vegas Redevelopment Agency - All Wards [NOTE: This item will be heard in conjunction with Item 37 and will not be heard before 1:00 P.M.]

Fiscal Impact

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

PURPOSE/BACKGROUND:
Discussion and review of the Fiscal Year 2016 Tentative Budget for the City of Las Vegas and the City of Las Vegas Redevelopment Agency with a focus on projected revenues and allow Council the opportunity to provide guidance relative to appropriation levels and resource priorities.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 2015

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

SUBJECT:
RESOLUTIONS:

R-17-2015 - Discussion for possible action to approve a Resolution ratifying the adoption of the Southern Nevada Strong Regional Plan - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
This Resolution will ratify the adoption of the Southern Nevada Strong Regional Plan, as adopted by the Southern Nevada Regional Planning Coalition. This plan replaces the Regional Policy Plan adopted in 2012 as the regional planning document for Southern Nevada. The Southern Nevada Strong Regional Plan represents the efforts of an unprecedented planning process, a process which reached tens of thousands of people who shared their vision of the future. The plan ratified by this resolution satisfies the requirements of NRS 278.02528.

RECOMMENDATION:
It is recommended that the City Council adopt this Resolution and authorize its execution on behalf of the City.

BACKUP DOCUMENTATION:
1. Resolution No. R-17-2015
2. Southern Nevada Strong Regional Plan

R-17-2015

RESOLUTION RATIFYING THE ADOPTION OF THE SOUTHERN NEVADA STRONG REGIONAL PLAN

WHEREAS, the Southern Nevada Regional Planning Coalition is required under NRS 278.02528 to develop a comprehensive regional policy plan for the balanced economic, social, physical, environmental and fiscal development and orderly management of the growth of the region for a period of at least 20 years and must include recommendations of policy relating to 1) conservation, including, without limitation, policies relating to the use and protection of natural resources; 2) population; 3) land use and development; 4) transportation; 5) the efficient provision of public facilities and services; 6) air quality; and 7) strategies to promote and encourage the interspersion of new housing and businesses in established neighborhoods; the preservation of historic neighborhoods; and development in areas in which public services are available; and

WHEREAS, the Southern Nevada region was particularly hard-hit by the economic downturn and slow economic recovery, facing challenges related to employment, education, health, a decline in property values and increasing transportation costs; and

WHEREAS, in response to the economic downturn, the City of Henderson, on behalf of the Southern Nevada Regional Planning Coalition, sought and was awarded a Sustainable Communities Initiative Regional Planning grant to develop the region's first, federally-recognized regional plan for sustainable development; and the Southern Nevada Strong Consortium Committee and SNRPC voted to brand the project *Southern Nevada Strong*; and

WHEREAS, the grant resources provided a unique opportunity to develop a regional plan supported by extensive research and public outreach to address complex regional issues including traffic congestion and economic competitiveness, requiring input and participation from multiple stakeholders to identify goals, objectives and strategies to connect good jobs with housing, quality schools and transportation options; and

WHEREAS, the result is the Southern Nevada Strong Regional Plan which identifies and builds on the region's strengths and creates a foundation for a strong and stable regional economy and

allows the region and Southern Nevada Strong Consortium partners to compete for additional public and private resources; and

WHEREAS, the Southern Nevada Strong Regional Plan and supporting activities were overseen by the Southern Nevada Strong Consortium Committee, appointed by the SNRPC Board, developed by six Task Groups with representatives from local governments and agencies, based on public input and subject to public comment on the SNS website for a three month period; and

WHEREAS, the Southern Nevada Strong Regional Plan is visionary in nature and is a resource rich with data, analysis, research, and input from stakeholders and residents for member agencies and Southern Nevada Strong Consortium partners to better understand and address regional priorities; and

WHEREAS, the Southern Nevada Strong Regional Plan contains the content required by NRS 278.02528, as well as a wider range of research, data, analysis and community input; and

WHEREAS, the Southern Nevada Strong Regional Plan was adopted via resolution by the Southern Nevada Regional Planning Coalition on January 28th, 2015, as a replacement for the previous Regional Policy Plan (2012); and

WHEREAS, the Southern Nevada Strong Regional Plan does not replace the following separately adopted policy documents:

- Regional Open Space Plan (2006)
- Policies for Projects of Regional Significance (2010)
- Aboveground Utility Plan (2014)
- Any other stand-alone plans, reports or policies accepted by the SNRPC Board; and

WHEREAS, NRS 278.02528(3)(b) requires that the County Commission and city councils represented on the Southern Nevada Regional Planning Coalition, including the City Council of the City of Las Vegas, ratify the Regional Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS to ratify the Southern Nevada Strong Regional Plan, a copy of which is attached. The Southern Nevada Strong Regional Plan does not have regulatory authority and does not bind the SNRPC or member agencies to any funding obligation.

NOW, THEREFORE, BE IT FURTHER RESOLVED, consistent with the SNRPC's vote at the SNRPC Board meeting of August 26, 2014, that the Regional Transportation Commission of Southern Nevada will administer and update the Southern Nevada Strong Regional Plan effective April 1st, 2015.

PASSED, ADOPTED AND APPROVED this _____day of _____, 2015.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

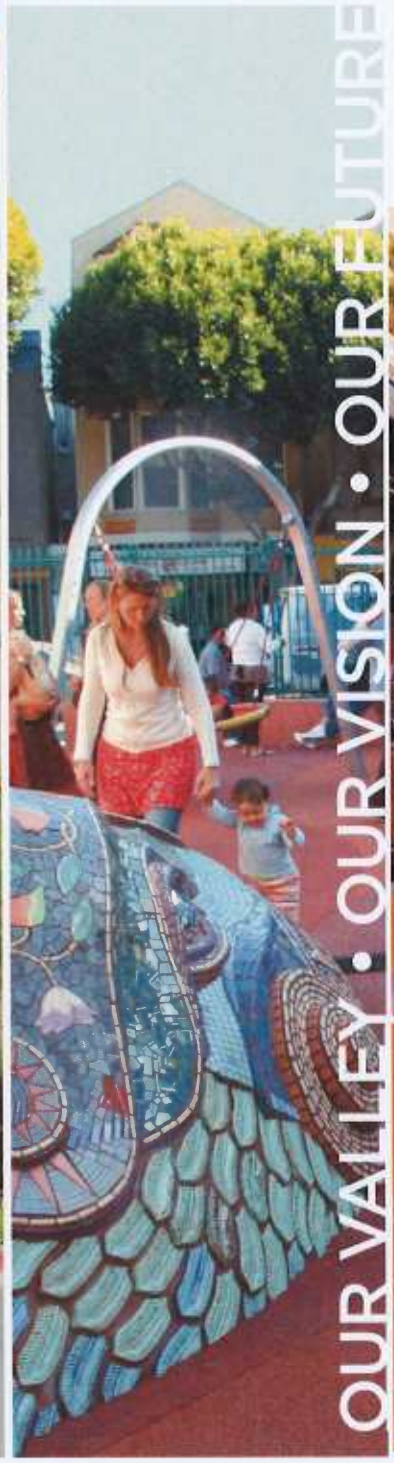
ATTEST:

_____
LUANN D. HOLMES, MMC
Acting City Clerk

APPROVED AS TO FORM

Val Steed 3-17-15
Val Steed, Date
Deputy City Attorney

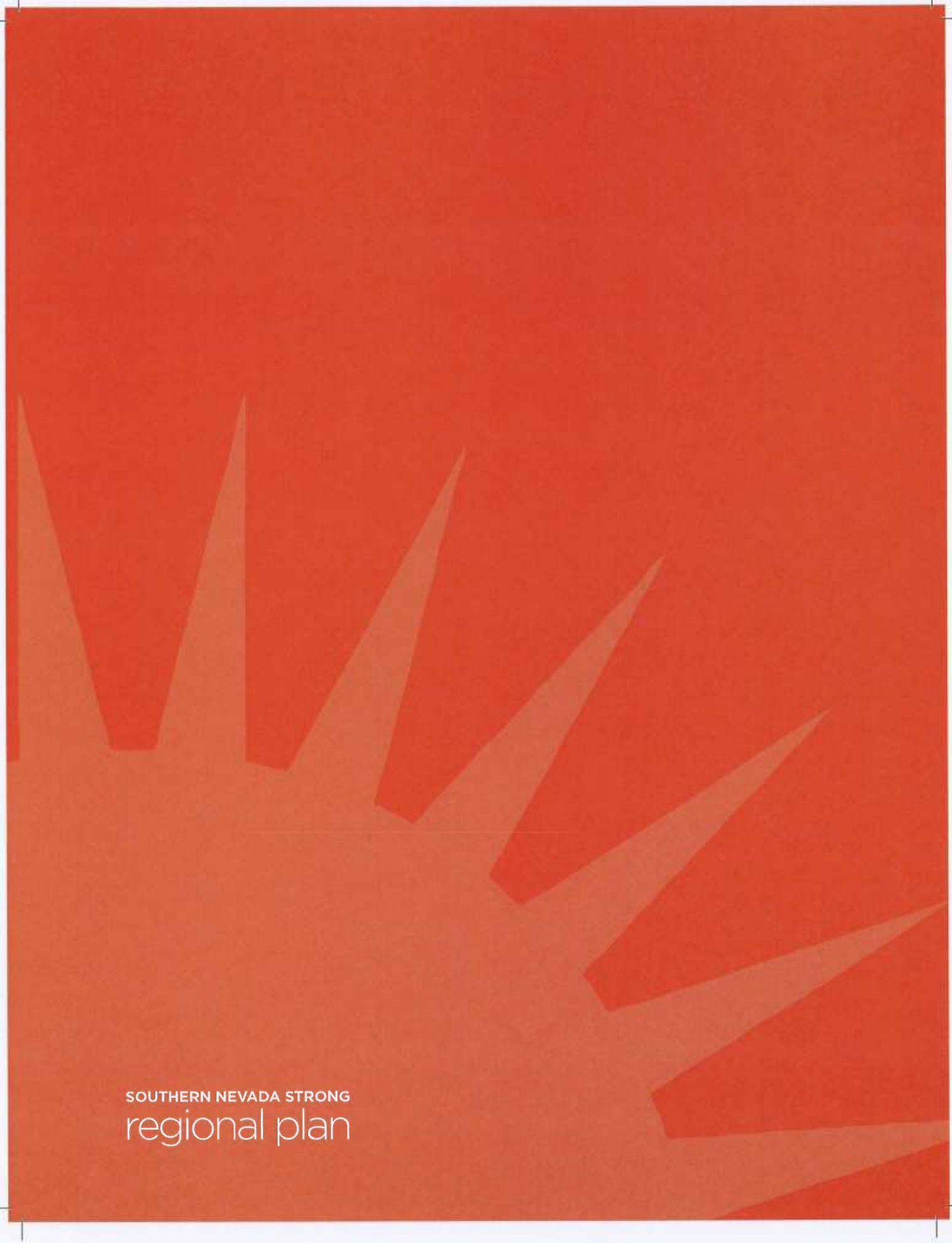
SOUTHERN NEVADA STRONG



JANUARY 2015

SOUTHERN NEVADA STRONG regional plan

SOUTHERNNEVADASTRONG.ORG


SOUTHERN NEVADA STRONG
regional plan

Acknowledgements

The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development (HUD). The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government.

Our region competed nationally and was chosen to receive funding through the Partnership for Sustainable Communities Initiative, an interagency partnership of HUD, Department of Transportation and the U.S. Environmental Protection Agency (EPA). This collaborative initiative works to integrate housing, land use, economic and workforce development, transportation options, and infrastructure to support and empower local communities. Southern Nevada was afforded this opportunity as a region that not only demonstrated need but, moreover, the desire and ability to implement change.

The City of Henderson led and managed this project on behalf of the Southern Nevada Regional Planning Coalition (SNRPC). The project team represented the interests of the entire region, and worked with representatives from local governments and agencies throughout the valley. The final Plan will be subject to adoption by the SNRPC and all member agencies in early 2015.

The Consortium Committee advised the development of the Southern Nevada Strong Regional Plan and supporting activities. They are supported by six Task Groups focusing on particular areas (including housing, environment, economic development and education, transportation, healthy communities, and public engagement and equity) and ensured public input was incorporated into the process.

The project is leveraged by resources and in-kind matching funds from 13 regional partners to the Consortium. Consortium partners include:

THANK YOU!

WIN an iPAD mini
GANAR un iPAD mini

Panelists
Robert Lang, Environment Chair
Shawn Gerstenberger, Healthy Communities Chair
Erin Breen, Transportation Chair
Louise Helton, Consortium Committee Member
Sam Cherry, Housing Chair
Cass Palmer, Public Engagement & Equity Chair

NEVADA STRONG
ORG
SOUTHERN NEVADA STRONG

SNRPC BOARD

Councilman Bob Coffin
City of Las Vegas

Councilman Bob Beers
City of Las Vegas

Councilman Wade Wagner
City of North Las Vegas

Councilman Isaac Barron
City of North Las Vegas

Councilman Cam Walker
City of Boulder City

Commissioner Chris Giunchigliani
Clark County

Commissioner Steve Sisolak
Clark County

Trustee Linda Young
Clark County School District

Councilman Sam Bateman
City of Henderson

Councilwoman Gerri Schroder
City of Henderson

CONSORTIUM COMMITTEE

Debra March, Councilwoman
City of Henderson (Chair)

Orlando Sanchez, Deputy City Manager
City of Las Vegas (Vice Chair)

Asha Jones, Representative
Office of U.S. Senator Harry Reid

Carolyn Edwards, Member District F
Clark County School Board

Cass Palmer, President and CEO
United Way

David Fraser, City Manager
City of Boulder City

Dulcinea Rongavilla, Account Executive
Cragin & Pike

Eddie Escobedo, Jr., Publisher
El Mundo

Erin Breen, Program Director
Safe Community Partnership

Jacob Snow, City Manager
City of Henderson

Gregory Blackburn, Director of Community Development & Compliance
City of North Las Vegas

John Marz, Councilman
City of Henderson

Jonas Peterson, COO
LVGEA

Ken MacDonald, Board Member
Conservation District of Southern Nevada

Larry Brown, Commissioner
Clark County

Louise Helton, Vice President
1 Sun Solar Companies

David Saltman, President
The Vista Group

Pamela Goynes-Brown, Councilwoman
City of North Las Vegas

Peggy Leavitt, Councilwoman
City of Boulder City

Phil Speight, Deputy General Manager of Administration
SNWA and LVVWD

Ric Jimenez, Director of National Operation
Rouse Properties

Ricki Barlow, Councilman
City of Las Vegas

Dr. Robert Lang, Director
Brookings Mountain West

Sabra Smith Newby, Chief Administrative Officer
Clark County

Sam Cherry, Owner and CEO
Cherry Development

Shawn Gerstenberger, Dean
School of Community Health Sciences

Tina Quigley, General Manager
RTC

CONSORTIUM STAFF WORKING GROUP

Alexandra Nikolich
UNLV

Alyssa Averett
Project Team

Andrew Kjellman
RTC

Andrew Roether
Project Team

Andrew Powell
Project Team

Brittany Markarian
Project Team

Brok Armantrout
City of Boulder City

Courtney Coughenour
UNLV

Dan Kezar
Clark County

Daniel Fazekas
Project Team

Denise Tanata Ashby
Children's Advocacy Alliance

Doug Rankin
City of Las Vegas

Fred Solis
City of Las Vegas

Jeff Jacquart
McCarran International Airport

Jenny Pharr
UNLV

Johanna Murphy
City of North Las Vegas

John Hill
SNRHA

Jon Wardlaw
Clark County

LaTrece Coleman-Stone
SNRHA

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SOUTHERN NEVADA STRONG

regional plan

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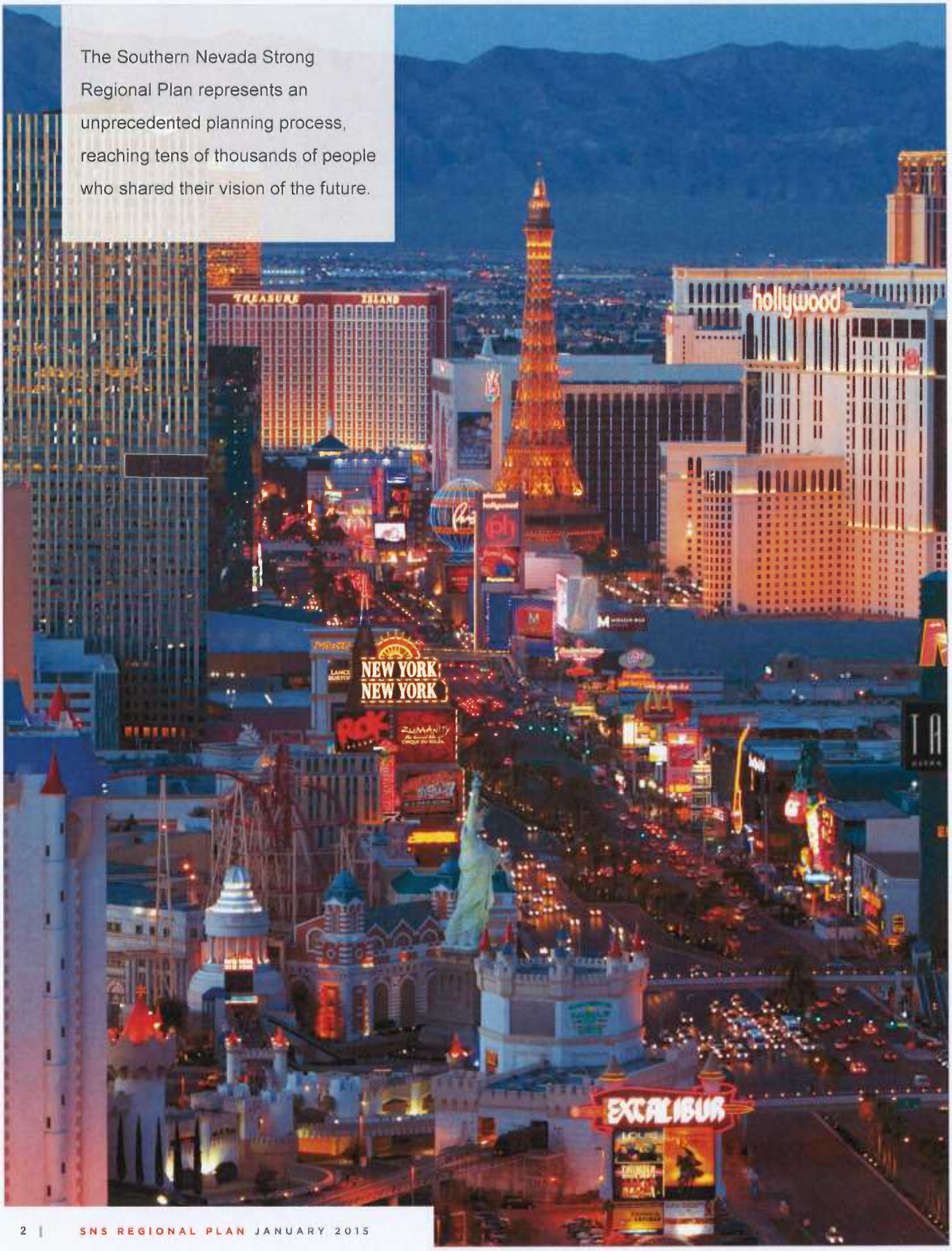
CHAPTER ONE

Plan Summary

The Southern Nevada Strong Regional Plan represents an unprecedented planning process, reaching tens of thousands of people who shared their vision of the future.



CHAPTER ONE

Plan Summary

Southern Nevada has weathered extremes. A decade-long economic boom brought rapid rates of population growth that were among the highest in the nation, and a deep recession brought the country's highest rates of foreclosure and unemployment.

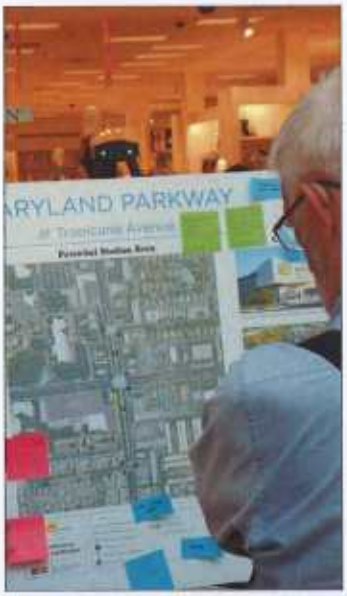
During this volatility, the impacts of uncoordinated growth became evident around the region: limited choices for housing and transportation, unhealthy neighborhoods, fewer living-wage jobs, and widespread impacts from the sharp decline of the residential construction market and gaming industry.

In response, we came together as a region to envision a better future that recognizes the critical role of our built environment in all aspects of community life. We embarked on a broad effort to engage the public, collaborate across the region, and develop a vision for future development.

We were among a select few communities in the United States chosen to set a course for economic recovery through improved regional coordination. **The result of that effort is the Southern Nevada Strong Regional Plan.**

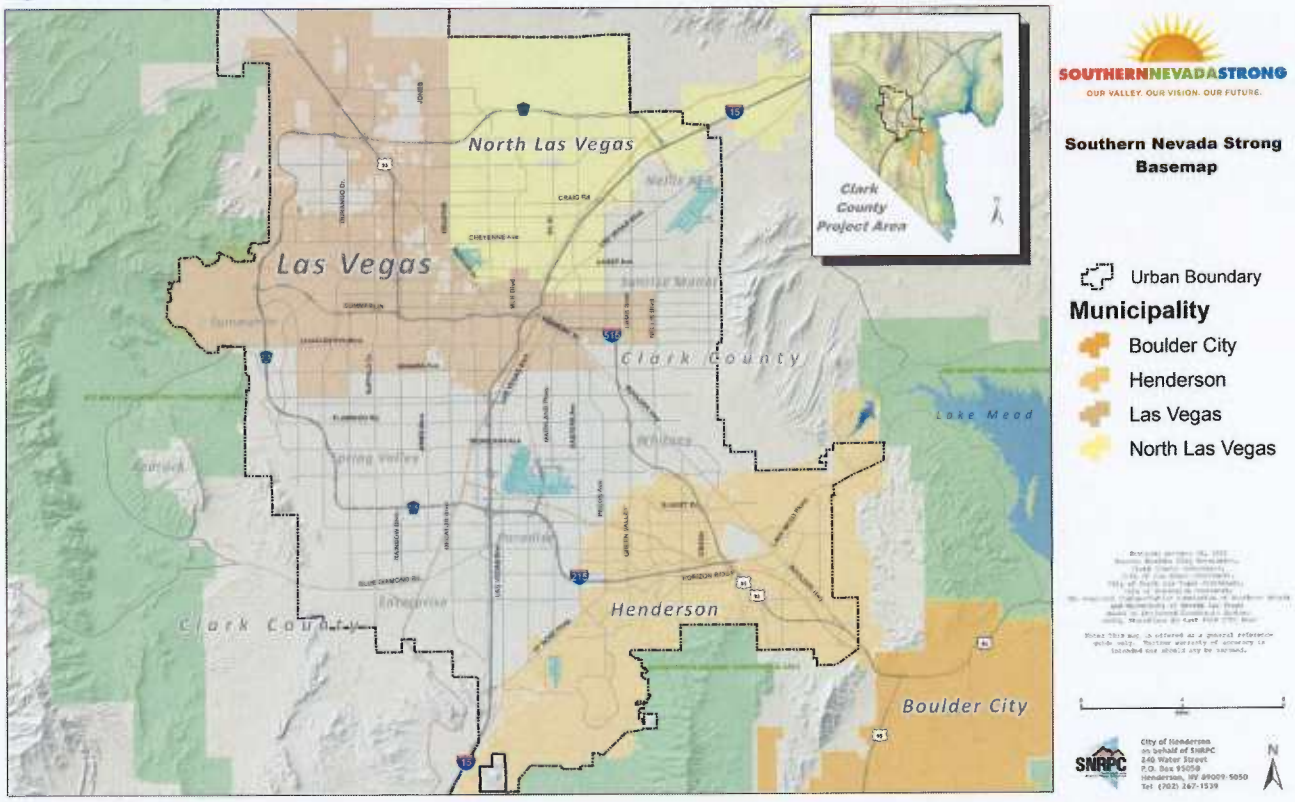
During our outreach, residents consistently described a future in which their children could stay in Southern Nevada, obtain the job of their choice, and raise their own families here. They want a wide variety of jobs; great public education; stable, strong neighborhoods; diverse housing options; access to transit; urban and recreational amenities; and opportunities to participate in decision-making.

This Regional Plan recognizes that achieving these outcomes requires change. We need unprecedented regional collaboration to realize the vision that reflects the aspirations of Southern Nevadans.



People across the region weighed-in on new ideas presented for future development. The feedback was used to develop the vision and Regional Plan.

Figure 1: SNS Regional Plan Base Map



"GRACIAS POR PREOCUPARSE POR NUESTRA COMUNIDAD."

"THANKS FOR CARING ABOUT OUR COMMUNITY."

– *PUBLIC OUTREACH PARTICIPANT*

The Regional Plan relies on continued regional collaboration to be achieved. The primary organizations responsible for maintaining momentum and implement strategies outlined in the Plan include: all local governments, the Regional Transportation Commission of Southern Nevada (RTC), UNLV, the Southern Nevada Regional Housing Authority, the Southern Nevada Water Authority (SNWA), the Clark County School District, the Southern Nevada Health District and the Conservation District of Southern Nevada, and the dozens of people and organizations who participated in Task Groups. All implementation roles are identified specifically in the Southern Nevada Strong Implementation Matrix.

1.1 NEED FOR THE REGIONAL PLAN

Southern Nevadans take pride in the region and value its unique attributes, including the climate, combination of urban and rural amenities, 24-hour lifestyle, relative affordability, ethnic diversity, and a strong entrepreneurial spirit. However, the region also faces serious challenges that impact regional prosperity and quality of life.

Uncoordinated Growth and Disconnected Land Uses

Over the past 20 years, Southern Nevada was among the fastest growing regions in the nation. This rapid rate of development brought prosperity and opportunity to many, but it also created challenges. As our communities grew, our local governments did not collaborate at the regional level to strategically guide growth and development.

As a result, we have disjointed land-use patterns that negatively impact residents. These land-use patterns create longer commutes and make it more difficult or time-consuming to access services and amenities. Much of our development has occurred on the edges of cities and the region and most new homes are single-family structures in subdivisions that are expensive to serve with infrastructure, and offer limited transportation and housing choices. This development makes it harder for residents to find appropriate housing and contributes to the growing disparity in access to jobs, transit service, quality public schools, health care and other services.

The rapid and extended population growth over the past 20 years has put pressure on natural resources and public sector funding for infrastructure, social service, and schools. If development continues as it has in the past, our current challenges will only continue to get worse. We also will miss the opportunity to use remaining developable land in a way that creates healthy, desirable neighborhoods with deliberate and efficient connections between jobs, transit and housing. If we fail to create these types of places in our region, we will lose out economically if employers and residents elect to invest in other, more livable places.

Economic Volatility and Over-Reliance on Gaming, Tourism and Construction

The Southern Nevada region particularly was hard-hit by the recession and slow economic recovery. Because our region relies heavily on a few industries that declined quickly during the recession, many residents lost wages and jobs. The subsequent

Decades of auto-centric development and land use patterns are one of the primary challenges facing our region.

Coordinating land use and new growth will give more people in the region better access to health care facilities and parks, as well as other amenities.

New and existing housing should have convenient connections to transit, as well as sidewalks and bike facilities, that support a diversity of lifestyles and make it easier to get to work, school, health care facilities, or other destinations.

housing crisis affected thousands of families who lost their homes as they became unable to pay rent or mortgages and housing values plummeted. Changes in the housing market had region-wide impacts on many sectors, and our service-focused economy shrank drastically as national spending declined.

Our economic challenges are compounded by the mismatch between current zoning and the needs of both target industries and small businesses that form the basis for our economy. We have focused development in strip commercial areas, rather than the region's traditional downtowns and neighborhood centers which tend to attract workers in the region's target industries.

Social Disparities and Vulnerable Communities

While Southern Nevada experienced tremendous economic growth for several decades, many communities did not benefit equally from economic advances and were less able to weather the national recession in 2008. The economic downturn revealed many vulnerabilities and inequities in the region.

Today there remain significant disparities in income and educational attainment by race and ethnicity. Similar to the rest of the United States, White and Asian students are more likely than Black and Hispanic students to graduate high school and to complete a bachelor's or advanced degree. Annual incomes are also higher among White and Asian households. Overall, nearly one-quarter of the region's children live in poverty (compared with 22 percent nationally in 2012), and one-third of the region's households make less than $35,000 per year (which is slightly lower than the national rate of 35 percent).

Geographic disparities also exist across the region. Analysis by census tract shows lower-income areas clustered in and around downtown Las Vegas, while more prosperous and well-educated households tend to live toward the urban fringe.

A critical piece of creating inclusive communities is the ability of vulnerable populations to participate in civic processes. Often these populations are the least active participants in policy decisions that will impact them the most. Factors such as income, availability of childcare, and access to affordable transportation can have a significant impact on a resident's ability to participate in public processes.

Continued Growth and Changing Demographics

Without regional collaboration, continued public engagement, and new patterns of development, the region will not be well-positioned to compete with other regions from across the country for the new jobs and workers that will create prosperity. Although our economy and housing market slowed considerably in recent years, the region will keep growing. By the year 2030, Southern Nevada is forecast to add nearly 866,000 residents. The new population will continue to diversify, and new development patterns will need to respond to the needs of the new population. Minorities now make up over half of the region's total population. The Hispanic population alone is projected to comprise 52 percent of the total population by 2050.[2] The non-White population is expected to slightly decrease, from 21 percent in 2015 to 19 percent in 2050. The population over age 65 is projected to increase as a percentage of the total population from 2015 to 2050 (from 13 percent in 2015 to 23 percent in 2050[3]), while other age groups are projected to decrease.

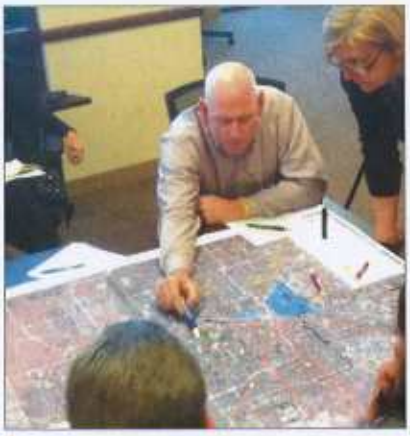
1.2 A VISION FOR CHANGE: A PATH TO PROSPERITY

The purpose of Southern Nevada Strong is to develop regional support for long-term economic success and stronger communities by integrating reliable transportation, quality housing for all income levels, and job opportunities throughout Southern Nevada.

Open houses, surveys and interviews with residents and stakeholders helped to identify the important aspects of our community worth preserving, as well as key issues and concerns about the future.

Using creative techniques, the Southern Nevada Strong team worked to engage a diversity of people representing many different walks of life and abilities. Below, an online survey is presented to open house participants via an iPad.

Outreach by the Numbers: Nearly 70,000



Map-based exercises along with input from visual preference surveys were used to capture key ideas from the community.

This Plan is the culmination of unprecedented regional collaboration, expert input, and community engagement. We've received input from a variety of audiences. The list below highlights methods, audiences, and participation.

OUTREACH ACTIVITY	APPROX. NUMBER OF INPUTS
SNS Kick Off and Summit Events	400
QuickTap Surveys (Phase I)	850
Online Survey (Phases II and III)	5,000
Statistically Valid Phone Survey	1,000
Spanish-Speaking Intercept Surveys at Local Events (Phase II)	1,000
Telephone Town Hall (English and Spanish)	5,000
Facebook and Twitter	900
Open Houses and Visual Preference Surveys	550
Focus Groups	150
Interviews with Residents and Community Leaders	150
Task Group Member Inputs	680
Consortium Committee Meeting Inputs	150
Dynamic Documents Review Tool	80
Phase 3 Targeted Spanish Outreach	750 surveys
Capacity Building Events	400
E-blast Communication	2,600 subscribers
Targeted Mailers	8,000+ households
Targeted Flyer Distribution	40,000+ households
Public Relations Impressions	Numerous

Our regional vision for the future:

In 2035, the Southern Nevada region has a strong entrepreneurial spirit sustaining its high quality of life. This vibrant, unique region is characterized by a resilient economy, excellent educational opportunities, urban and natural amenities, and integrated transportation networks.

The regional vision was developed through comprehensive and strategic community outreach, including efforts to engage and activate traditionally under-represented community groups. By engaging as many people as possible, we can better understand the issues, concerns and general priorities for the Southern Nevada community. Initial outreach identified the region's positive attributes, concerns and issues, and a vision for the future.

Subsequent outreach further explored community priorities and helped to identify opportunity sites and preferred development types. The third phase of outreach asked specific questions about infrastructure, transit, and what the public thought the opportunity sites should look and feel like.

Southern Nevadans shared that the greatest challenges locally are a wide range of employment opportunities, quality education, health, housing and transportation.

Southern Nevadans support a region characterized by:

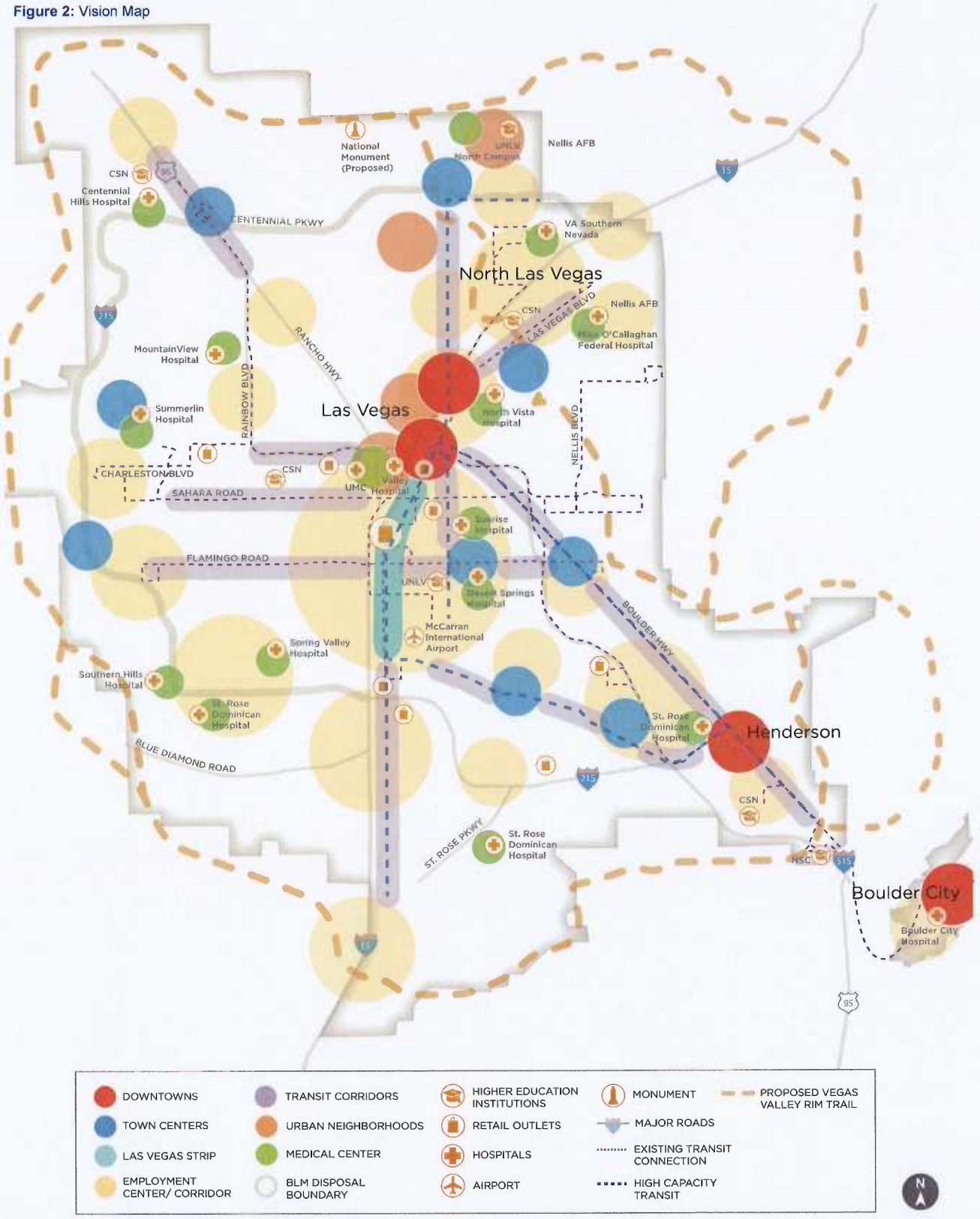
- A diversified economy with a wide range of job opportunities;
- High-quality educational systems for youth and the workforce;
- A multi-modal, well-connected transit system;
- Housing options for all preferences and budgets;
- Strong social service networks and high-quality health care;
- Communities that are safe, desirable and engaged.

1.3 THE VISION ON THE GROUND

Using community input, Southern Nevada Strong developed a map (shown in **Figure 2** on the next page) that illustrates how the regional vision might look on the ground and to visualize how our priorities can be reflected in the region's development pattern. The map shows the community's vision for where housing, jobs and transportation should be located in the future.

The vision map is a communication tool with no regulatory function. It provides direction and focus for how we can craft local land-use and transportation programs and, ultimately, local zoning code changes to achieve our future vision. This map is the starting point for community-level discussions about how to translate these regional policies into local action.

Figure 2: Vision Map



The vision shows a possible future for Southern Nevada in which:

Multiple modes of transportation–including walking, biking and transit – are available, safe and convenient.

Through regional collaboration, schools are located in walkable and bikable communities.

New growth occurs in existing neighborhoods and vacant and underused sites are redeveloped.

The region's downtowns provide a variety of jobs and services for local residents, dense housing combined with vibrant commercial spaces, and new employment and workforce development opportunities.

"IN 20 YEARS, I HOPE THE COMMUNITY HAS LESS VIOLENCE, MORE ACTIVITIES FOR KIDS, AND BETTER OPPORTUNITIES."

– 17-YEAR-OLD PUBLIC OUTREACH PARTICIPANT

Redevelopment occurs along future transit corridors, including North 5th Street, Maryland Parkway, Flamingo Road and Boulder Highway.

More people can live close to work because jobs, services and schools are located within easy reach of a variety of housing types for all budgets and preferences.

Underutilized retail and industrial land along key corridors is repurposed and attracts small businesses and companies in targeted economic industries.

1.4 BENEFITS OF THE VISION

TODAY'S CHALLENGES *(The Base Case*)*	*In the Preferred Scenario...*	*Changes from the Base Case*
Most of the growth is at the "fringe," in single-use development types	• ***Transportation costs decrease*** *($3K less in annual transportation costs per household on average in central vs. fringe areas)* • ***New infrastructure costs are less*** • ***Land consumption decreases*** *(~11K acres)*	• ***30% fewer housing units in suburban residential development types*** • ***18% fewer jobs in single-use employment types*** • ***Average annual household transportation costs are $3,000 less in central vs. fringe areas***
Few "mixed-use centers"	• ***Jobs/housing proximity improves*** • ***Transit supporting density increases*** • ***Pedestrian and bicycle access increases*** • ***Infill development increases*** *(Increase of ~700 acres)*	• ***51% of new housing units in mixed-use areas*** *(Only 24% in base case)* • ***19% of new jobs in mixed-use areas*** *(Only 8% in base case)* • ***16% of new housing within a ¼ mile of high-capacity transit*** *(only 9% in the base case)*
Low proximity of housing to existing schools and parks	• ***Better use of existing school facilities,*** *potential to expand or build within existing neighborhoods* • ***Support existing public amenities***	• ***26% more housing units within one mile of existing schools*** • ***21% more housing units within a ¼ mile of existing parks***
Fiscal efficiency	• ***Fewer road miles to build/maintain*** *(Road costs decrease 6%)* • ***Tax revenue increases*** *(Higher property values for commercial land, more housing units)*	• ***$600,000,000 cost savings in roadway infrastructure*** • ***Overall increase in fiscal efficiency***
Environmental resource use	• ***Reduced emissions and resource usage***	• ***11% decrease in energy use*** • ***11% decrease in carbon emissions*** • ***21% decrease in water use***

* A "base case" scenario was created to compare today's conditions with future alternative scenarios, including the vision scenario. The base case uses current data for existing development types, and housing and employment density and location.

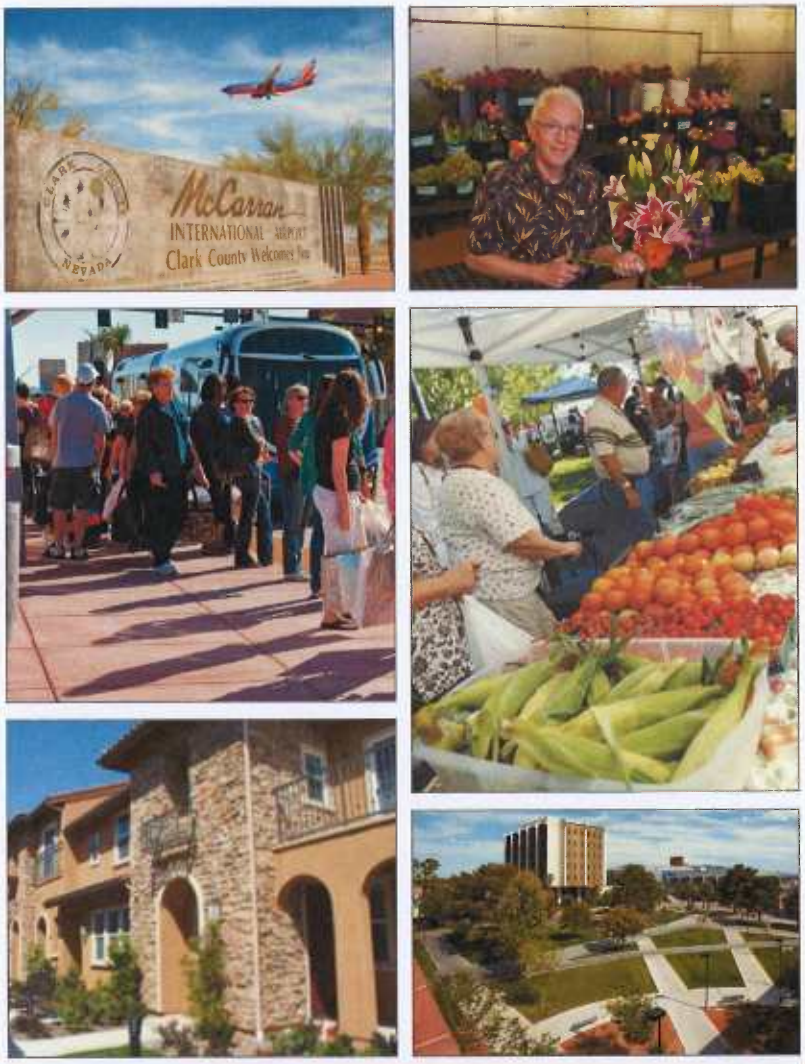
1.5 HOW DO WE GET THERE?

The Southern Nevada Strong Regional Plan is a community-driven guide outlining regional goals and presenting a set of strategies that local governments can use to address challenges and achieve these goals.

The region's top priorities serve as the three main themes of the Plan.

1. **Improve Economic Competitiveness and Education**
2. **Invest in Complete Communities**
3. **Increase Transportation Choice**

Summarized below, the themes describe how the Plan addresses challenges through specific goals and strategies. Each theme plays a critical role in connecting and supporting our region to ensure that we thrive in the years to come.



Complete communities include jobs, housing, transportation options and community amenities – creating places that support economic opportunities and provide healthy options for people regardless of income.

All Southern Nevadans will benefit from efforts to improve the region's economic competitiveness and educational opportunities.

1. Improve Economic Competitiveness and Education

Throughout the project, Southern Nevadans emphasized two top priorities for their region: a need for a variety of well-paying jobs, and high-quality public education. The Regional Plan goals and objectives respond to these priorities. The Plan sets forth a variety of strategies to diversify the regional economy by creating communities with a variety of housing, transportation and amenity options that meet the demands of a talented workforce. These strategies also will help support education by improving the physical environment around schools.

Goals in this theme focus on aligning future development styles (or "place types") with the needs of small businesses and workers in the target sectors prioritized by the Las Vegas Global Economic Alliance's Comprehensive Economic Development Strategy (CEDS).

Goals in this theme include:

1. Aligning land use and transportation plans with regional economic development plans.
2. Ensuring that Southern Nevada offers a range of place types to attract and retain future workers, visitors, businesses and entrepreneurs.
3. Enhancing the role of small businesses and entrepreneurs as leaders in economic diversification and revitalization.
4. Increasing collaboration between the state government, local governments, and the region's higher education institutions to align economic development and education efforts.
5. Supporting the educational system and learning environments through thoughtful land-use and transportation planning.

2. Invest in Complete Communities

Complete communities are communities in which jobs, housing, transportation and community amenities combine to create places that support economic opportunity and healthy options for all people, regardless of income level. In complete communities, people feel safe, healthy and have natural resources to support their everyday living.

Goals in this theme focus on fostering complete communities within the region by integrating placemaking, safety, a variety of housing options, fresh food options, health services, cultural amenities, natural resources, recreation, and parks.

Goals in this theme include:

1. Stabilizing and strengthening existing neighborhoods through placemaking improvements.
2. Encouraging an adequate supply of housing in a range of price, income, density, ownership and building types.
3. Supporting access to healthcare facilities, healthy food, parks and community services.
4. Improving neighborhood safety and protecting residents from the harmful effects of pollution and hazardous materials.
5. Promoting resource-efficient land use and development practices.

Complete communities incorporate many different attributes, from pedestrian-friendly urban design to public open spaces for cultural celebrations to healthy food access. Together, these aspects contribute positively to our quality of life and the quality of the places where we live, work, and play.

A well-connected transit system along with more facilities that make biking and walking easier will give residents more options for getting around the region and contribute to a higher quality of life.

3. Increase Transportation Choice

Southern Nevada's current land-use patterns are auto-centric, requiring that most people have access to a car to meet their day-to-day transportation needs. However, community input suggests that Southern Nevadans support having additional transportation options, including expanded bus service and, potentially, light rail.

Successful transit systems are dependent on land-use and development patterns that allow people to access transit connections easily and safely and make meaningful connections between their homes, jobs and services. With safety improvements and land-use patterns that allow for easy access to common destinations, walking and biking become viable options for more people.

Goals in this theme focus on developing a world-class transportation system and coordinating future transit investments with urban development.

Goals in this theme include:

1. Developing a modern transit system that is integrated with vibrant neighborhood and employment centers, better connecting people to their destinations.
2. Connecting and enhancing bike and pedestrian facilities throughout the region.
3. Developing a safe, efficient road network that supports all transportation modes.

1.6 BUILDING CAPACITY FOR IMPLEMENTATION

Three years, thousands of work hours, and nearly 70,000 Southern Nevadans' voices later, Southern Nevada Strong has developed a shared vision and Regional Plan for integrating good jobs with a wide range of housing options located near transit. The results of this work, when implemented, will ensure that our Valley's two million residents can enjoy, participate, and thrive in an economically competitive and vibrant region.

The Consortium Committee and the Southern Nevada Regional Planning Coalition (SNRPC) recommended that the core administration of the Plan, moving forward, be placed with the RTC – an existing organization with regional purview. This recommendation was based on best practices research, local expertise, federal and local agency input, and was favored over funding an entirely new structure or organization.

As the Southern Nevada Strong Regional Plan transitions to the RTC for administration and implementation, our community must heed the call-to-action: implement the Regional Plan and enjoy its benefits, or maintain status quo.

But more than any decision on paper, our actions will speak volumes. Meaningful and long-lasting changes happen when we act together to achieve success – and will be especially important in overcoming the newness of regional planning in the absence of a well-established and well-funded regional body. Fortunately, our community has demonstrated many times that it is up to such momentous challenges.

Goals to build capacity for implementation include:

1. Expanding public engagement and equitable access to community engagement.
2. Working with member agencies and the RTC to prioritize regional planning and enhance collaboration.
3. Building experience and capacity in the Regional Plan concepts.
4. Developing local funding strategies to implement items with fiscal impacts.
5. Seeking external funding for Plan implementation.

By increasing the capacity of our higher education system, the region will be better equipped to attract and retain talented workers and well paying jobs.

Throughout the region, people of all generations will benefit from improved access to healthy food and a diversity of housing options.

Implementation Priorities

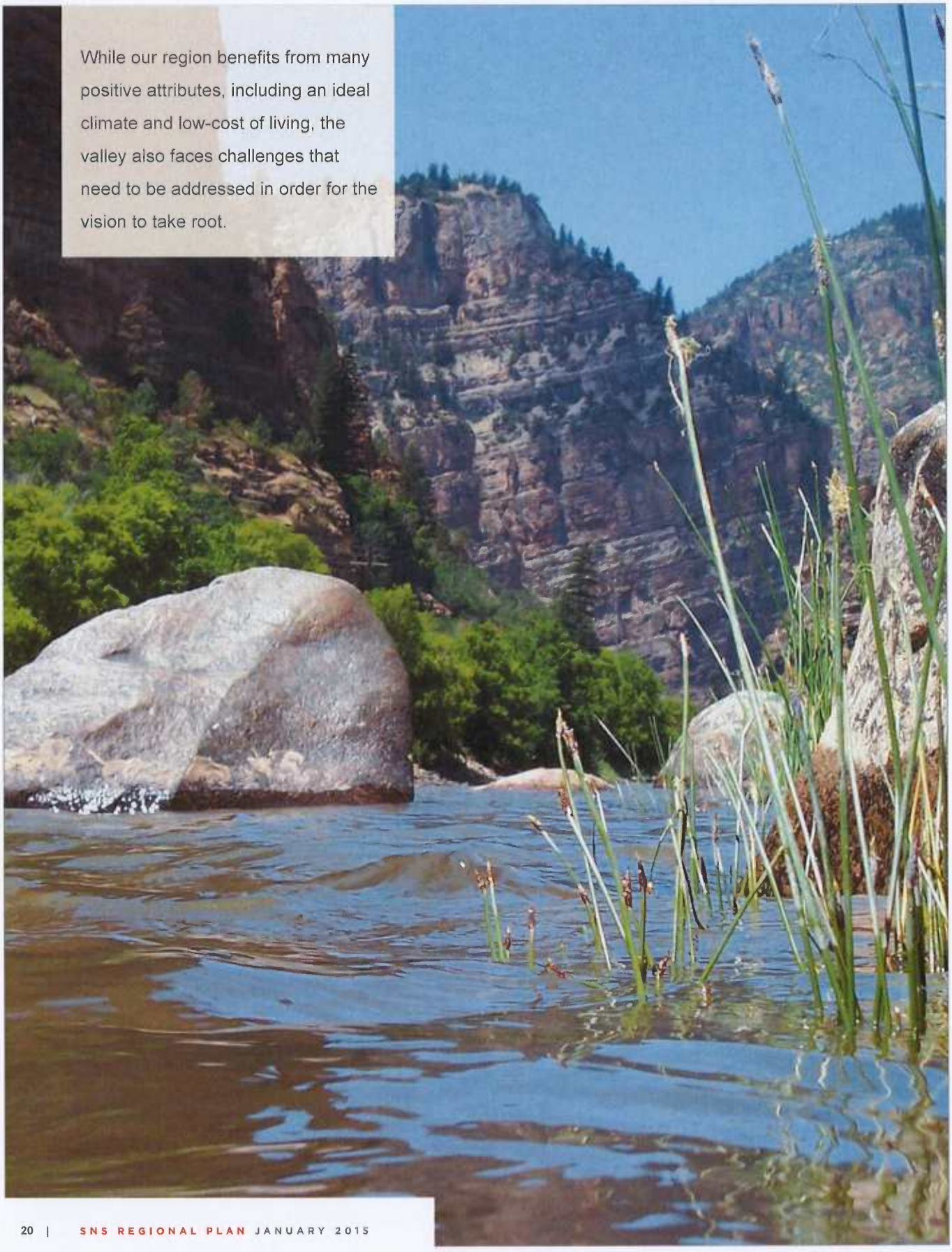
The Southern Nevada Strong Task Groups reviewed all goals and strategies in the Plan and identified the following priorities to begin implementation immediately. These are described in greater detail in the respective sections of the Regional Plan and identified in the Implementation Matrix.

1. **Implement the four opportunity site strategies:** Maryland Parkway, Boulder Highway at Broadbent/ Gibson, Downtown North Las Vegas, and the Las Vegas Medical District. Create and encourage the use of an infill and revitalization action plan for areas with similar characteristics to the opportunity sites that identifies barriers to mixed-use development and suggests tools to overcome them.
2. **Encourage the local businesses to support education and school programs** to better connect opportunities for student career mapping, mentoring, and educational needs of employers.
3. **Pursue light rail and improved transit options in low and moderate income areas,** including improvements to make walking and biking pleasant, safe and viable transportation options.
4. **Support access to healthcare, healthy food, parks and community services.**
5. **Improve neighborhood safety** and protect residents from the harmful effects of pollution and hazardous materials.
6. **Innovate and improve public-sector-led public engagement efforts.**
7. **Pursue a stronger higher education system** that includes a UNLV medical school, a Tier One Research Institution, and Graduate Medical Education programming, (formal medical education either hospital sponsored or hospital-based training following completion of an M.D. or D.O. degree).

CHAPTER TWO

Our Valley: Key Issues Facing the Southern Nevada Region

While our region benefits from many positive attributes, including an ideal climate and low-cost of living, the valley also faces challenges that need to be addressed in order for the vision to take root.



Our Valley: Key Issues Facing the Southern Nevada Region

This Plan is built upon a foundation of community values and desires for the future. Southern Nevadans love our region, and want it to be an even better place for our children in the years to come. This section provides the foundation for the Plan, describing the results of extensive public outreach and explaining how the community shaped the vision, goals and strategies.

2.1 WHY WE LOVE SOUTHERN NEVADA

Through outreach, residents consistently described a future in which their children could stay in Southern Nevada, obtain the jobs of their choice, and raise their own families here. They want a great public education system with schools that serve as pillars of the community. They want stable, strong neighborhoods; diverse housing options; access to transit; urban and recreational amenities; and opportunities to participate in decision-making. More specifically, the outreach process identified consistent responses to questions about what Southern Nevadans love about our region. These are features that should not change during the Plan period, and that provide a solid base upon which to improve.

Location, Climate and Affordability

Southern Nevadans describe the region as having the best of both worlds – substantial urban amenities and rich entertainment options with significant open space and recreation areas nearby. They value their proximity to the mountains and the natural beauty of the surrounding landscape. Further, with the exception of

a few hot summer months, residents appreciate the climate. Compared to other areas with similar amenities, residents see the region as being affordable and safe. Residents appreciate the region's central location and the ease with which a person can get to and from other parts of the country.

Entrepreneurial Spirit

Southern Nevadans speak favorably of the region's entrepreneurial spirit and describe the region as a place where a person can come to find new opportunities and to reinvent

Public Input on the Regional Plan

Public outreach provided a foundation for this Plan by identifying the issues, concerns and general priorities for the Southern Nevada community. Outreach activities included stakeholder interviews; large public events and open houses; e-newsletters; a random-sample telephone survey; conducting intercept surveys and map-based exercises at community events; online surveys; a land use and development visual preference survey administered at open houses; a telephone town hall event; multiple focus groups; and an ethnographic research training in partnership with UNLV. **The public engagement process sought to:**

Build relationships: SNS created opportunities for community members to engage with others to improve the region.

Create opportunities for inclusive participation: All residents, including typically under-represented groups, influenced the content of the Plan.

Educate residents and inform decision-making: Stakeholders were provided with information needed to make informed contributions to the planning process.

Build long-term capacity for civic engagement: Success will require ongoing attention from all stakeholders. SNS will ensure that those engaged through this process stay involved to build social capital and leadership.

themselves. Some emphasize that they value people's willingness to be creative and try new things. There's a "can-do" attitude and the region has many opportunities for anyone motivated to go after them.

Sense of Renewal and Re-Creation

The region is always changing and "a work in progress." Las Vegas is considered a relatively young city and is still forming. Leaders and elected officials are reachable and accessible. The area continues to reinvent itself and has improved steadily over time. Some describe the region as a place where new residents are not treated like outsiders; they can quickly get involved and move into a leadership position. Given the region's rapid growth and ethnic diversification, the region has left room for new groups to join the community and feel at home. This is different from many other parts of the country, where long-term residency in the community is often critical.

Culture and Entertainment

Southern Nevada has rich cultural and entertainment resources. Residents and visitors can enjoy high-quality, diverse entertainment 365 days of the year. Entertainment ranges from local talent and family-friendly activities to national headliners. The region also has significant cultural resources, including networks of civic associations, places of worship, events, ethnic enclaves, and more dispersed clusters of small, often minority-owned businesses.

Community Spirit/Diversity

Southern Nevadans express enthusiasm and community pride. People value their neighborhoods and are proud to live here. The region's residents are increasingly diverse, so these cultures and traditions add greatly to the community. In 2012, about 31 percent of Clark County's total population was foreign-born, which is higher than other cities in the Intermountain West, such as Phoenix (23 percent), Denver (18 percent), and Salt Lake City (18 percent). Between 2000 and 2012, the share of foreign born residents in Clark County more than doubled, from 13 percent of the total population in 2000 to 31 percent of the county population in 2012. No other region in the Intermountain West had such large growth in the share of foreign-born residents.

Big City/Small-Town Feel

While Southern Nevadans recognize and appreciate the positive aspects of living in a larger region, they also value the small-town quality of the cities in which they live. They describe a strong presence of families and the quantity and variety of family-friendly activities available in the area.

2.2 WHAT WE NEED TO OVERCOME

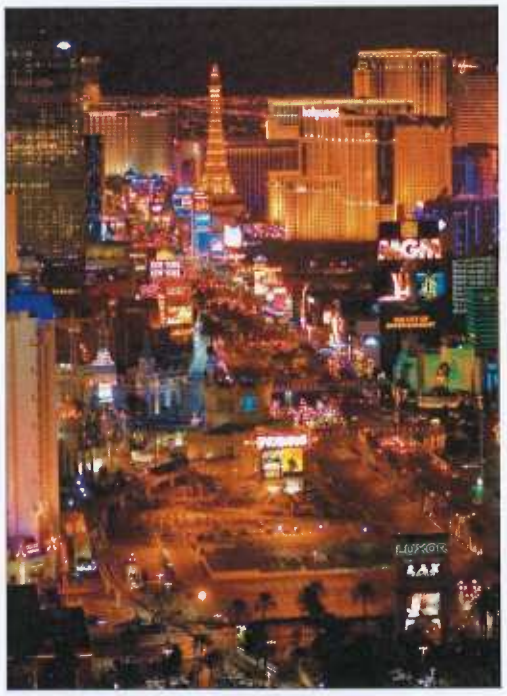
At the same time, Southern Nevadans consistently recognize the need to improve some aspects of the way that the region functions. The Southern Nevada community has weathered extremes. A decades-long economic boom brought rapid rates of population growth that were among the fastest in the nation, and a deep recession brought the country's highest rates of foreclosure and unemployment. During this volatility, the impacts of uncoordinated growth became evident around the region: limited choices for housing and transportation, unhealthy neighborhoods, fewer living-wage jobs, and widespread impacts from the sharp decline of the residential construction market and gaming industry.

More specifically, outreach participants consistently identified the following set of concerns about the region.

Low Quality of Education

Many Southern Nevadans express concern regarding the low quality of education at all levels in the region. These opinions ran on a spectrum from "atrocious" to "we need to do a better job." Nevada continues to retain its ranking of 48th out of 50 states in educational performance, according to the Annie E. Casey Foundation.[4]

The outreach process found that some Southern Nevadans connect poor quality education with reduced economic growth. Some note a lack of coordination with the Community College to develop curriculum and offer workforce development activities. Others indicate that the region lacks a major research institution, which can drive innovation and entrepreneurship. In general, Southern Nevadans recognized underinvestment in human capital.



Lack of Economic Diversity

Southern Nevadans recognize that the region's heavy reliance on the tourism and gaming industry makes the region vulnerable to economic changes. They value the strength of the industry and its international reputation, but are concerned by the area's dependence on this one sector of the economy.

Limited Ability to Address Social Problems and Provide Health Care

Some participants note that the region's low tax rate limits the resources available to meet social needs. The need for social programs and services continues to grow, while funding remains limited. It can be hard to think valley-wide due to the localized nature of some social issues.

Inadequate Transportation Options and Infrastructure

Southern Nevadans express a variety of transportation-related concerns. These include: concerns about pedestrian safety, high level of traffic congestion, and an increased need for public transit and more transportation options to all areas of Southern Nevada. Some areas are well-served, including communities where bus rapid transit (BRT) service exists. Other transportation features, such as park-and-ride stations and High Occupancy Vehicle (HOV) lanes, have been successful and could be expanded.

Limited Availability of Affordable Housing

Some Southern Nevadans express concerns about the limited availability of affordable housing. While there appear to be ample structures, and housing prices dropped substantially during the economic crisis, there still are not enough affordable choices available for low- and middle-income families, people with disabilities and seniors. These populations often live in housing that requires them to pay more than 30 percent of their income on housing costs per month.

Uncoordinated Growth and Disconnected Land Uses

Southern Nevadans agree that the region needs to attract quality development, that is development the community wants, which includes aesthetically interesting developments integrated with surrounding uses in terms of connectivity, economic synergy, design for pedestrians, located along transportation corridors and with a mix of uses that meets the needs of residents, and not just growth for the sake of growth. Development patterns have made neighborhoods increasingly less connected and new approaches will be needed.

Limited Supply of Water

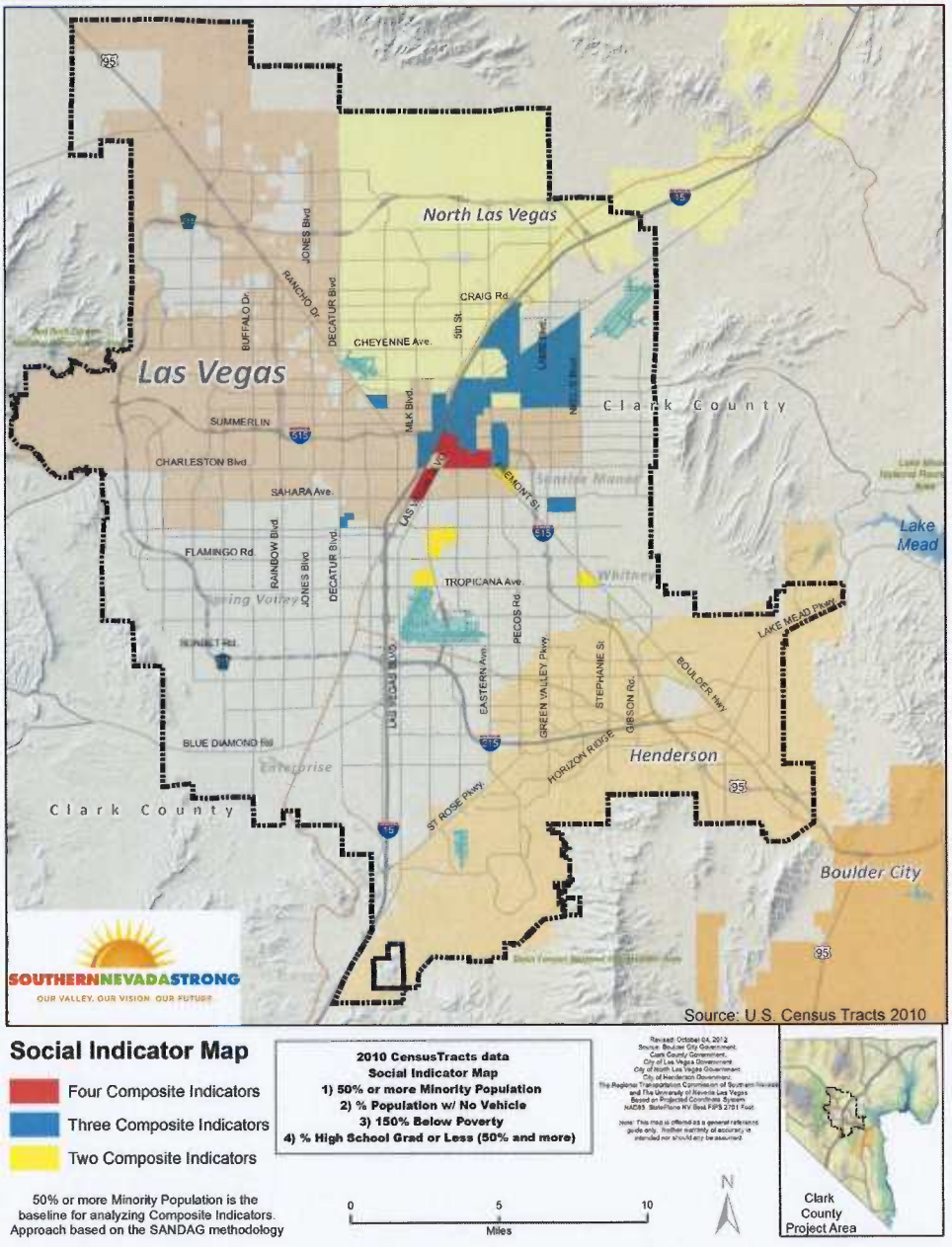
Some residents express concern about the region's ability to meet water demands over the long term. Businesses may be unwilling to move to an area where water may be a limiting factor.

Insufficient Government Collaboration

Some Southern Nevadans desire improved collaboration between the various agencies and organizations in the region. Along with increased cooperation between cities and the County, some stakeholders want to see improved working relationships with organizations such as the Chamber of Commerce.

Figure 3, the Social Indicator Map, reflects the current condition of communities within the region by measuring four separate indicators including income, health status, and education within a given census tract. This approach was developed by the SNS Healthy Communities Task Group and is based on San Diego's Regional Planning Agency (SANDAG)'s "Healthy Communities Atlas" methodology.

Figure 3: Social Indicator Map



The four social indicators represented in Figure 3 include: 50 percent or more minority population (baseline for analyzing all composite indicator census tracts); estimated percent of the population with no vehicle; 150 percent below poverty; percentage of high school graduates or less (50% and more).

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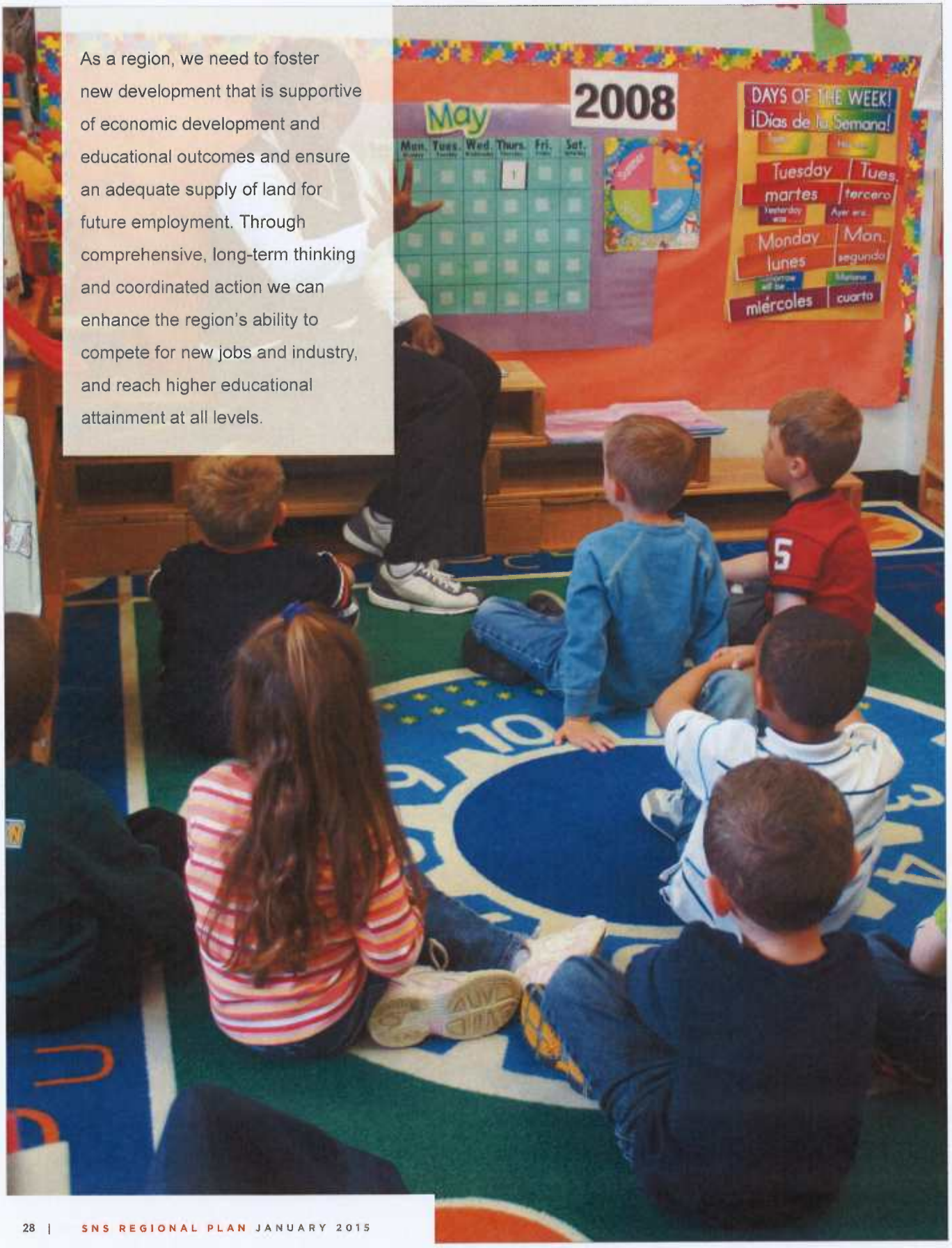
CHAPTER THREE

Our Vision # 1: Improve Economic Competitiveness and Education

As a region, we need to foster new development that is supportive of economic development and educational outcomes and ensure an adequate supply of land for future employment. Through comprehensive, long-term thinking and coordinated action we can enhance the region's ability to compete for new jobs and industry, and reach higher educational attainment at all levels.



Our Vision #1: Improve Economic Competitiveness and Education

More than 20 years of rapid and dynamic population growth, followed by a sharp economic decline coinciding with the nationwide downturn, have severely affected Southern Nevada residents, businesses and the public sector.

The region's rapid growth brought many new people and households, but the prolonged economic decline of the most recent recession has left many of them in unstable housing and job circumstances. The situation calls for a reevaluation of local policies and prioritization of investment to support long-term economic stability and prosperity.

The health, quality of life, and sustainability of a region is anchored in its ability to retain and create jobs that pay a family wage, and an environment where businesses can thrive. For residents of Southern Nevada to prosper, the region must clearly focus on economic growth that benefits all residents. As the population grows, the availability of new, well-paying jobs must also grow.

The CEDS identifies a set of target industries that the Las Vegas Global Economic Alliance (the regional entity that created and adopted the CEDS) determined should be the focus of its efforts to develop the regional economy. Like the CEDS, this theme recognizes that economic growth is inextricably linked to human capital, or the skills, education, and connections of the workforce of the region; both documents recognize that the human capital of the workforce provides the foundation on which business growth and innovation occurs.

Fostering a better match between the skills base in the Southern Nevada workforce and future industry needs will improve the region's economic

Image credit: Argonne National Laboratory

Making high-quality investments in education, especially providing for the kinds of skills necessary for family-wage jobs will boost the region's long-term economic competitiveness.

competitiveness. Doing this requires that the region focus on improving educational attainment at all levels and for all students. This document identifies the ways in which the Regional Plan (which sets a vision for changes in regional development patterns and land use) can support CEDS implementation, so that both work together to improve educational attainment.

Educational attainment benefits the region in a number of ways:

- A community with a talented and flexible workforce and an appealing environment attracts diverse, value-adding industries that provide well-paying jobs.
- As income increases, communities generate revenues for excellent schools, quality public services, and public facilities, which in turn attract a talented and flexible workforce.
- The more prosperous communities are, the more they tend to invest in education.

The literature tells a compelling story that the strategies for narrowing the student achievement gap lie primarily outside of the K–12 schools – in families and communities. Rethinking strategies to strengthen and sustain the economic and social fabric of Southern Nevada communities is more critical now than ever. This Plan theme is intended to support implementation of the CEDS by identifying the place-based strategies that support human capital and economic development outcomes.

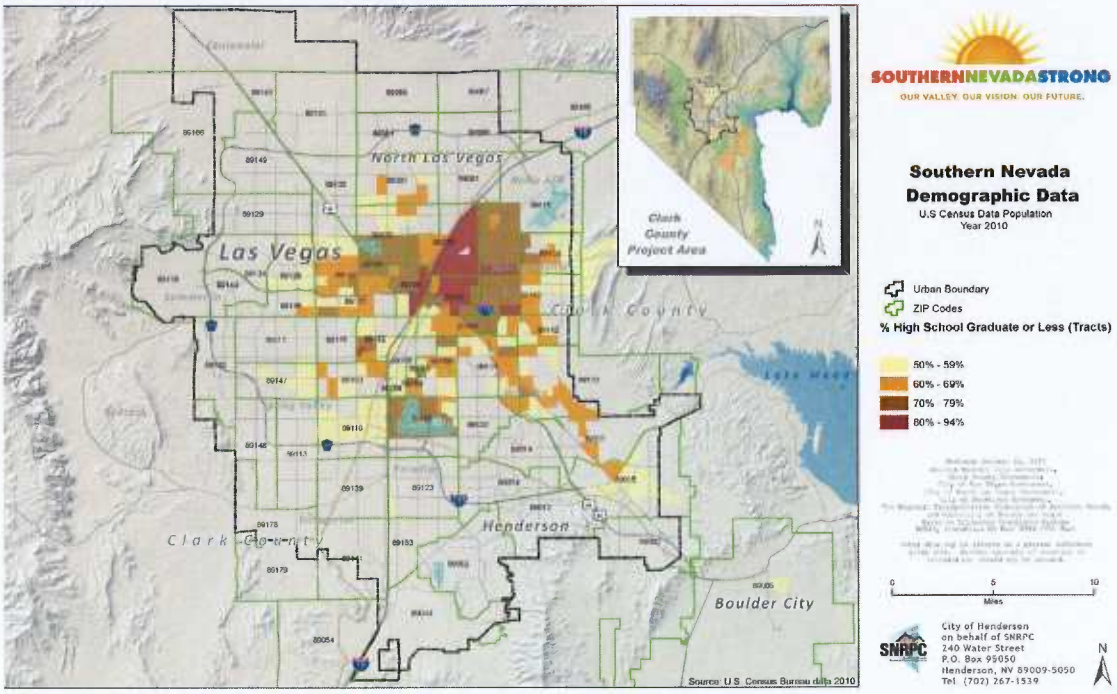
This Plan calls upon the region to foster new development that is supportive of economic development and educational outcomes. This Plan encourages comprehensive, long-term thinking and coordinated action to ensure that land use, development patterns and supporting infrastructure enhance the region's ability to compete for new jobs and industry, and support stronger educational attainment at all levels. The Plan also highlights the need to accommodate employment growth, specifically by clarifying the connection between the land supply and future target industries and protecting existing lands from rezoning in desirable areas for employment growth.

This theme of the Plan serves as a unified vision and strategy for land use and economic development that will build upon an existing inventory of local, regional, and state economic development plans, including: the Las Vegas Global Economic Alliance's Comprehensive Economic Development Strategy; Brooking Mountain West's report *Unify, Regionalize,*

Figure 4: Education and Economic Growth: The Circle of Prosperity

Figure 4 shows the relationship among education/workforce training, economic development, and communities.

Figure 5. Southern Nevadans with High School Degree or Less



"WHAT SNS IS DOING SOUNDS GREAT. WE NEED TO DIVERSIFY OUR ECONOMY AND MAKE IT MORE STABLE RATHER THAN BEING SO RELIANT ON TOURISM AND CONSTRUCTION. IMPROVING TRANSPORTATION, OUR SCHOOLS AND OVERALL QUALITY OF LIFE IS THE BEST WAY TO ATTRACT THE VERY BUSINESSES WE NEED TO BRING TO THE AREA."

– *PUBLIC OUTREACH PARTICIPANT*

Diversify: An Economic Development Agenda for Nevada, and the Governor's Office on Economic Development's report: *Moving Nevada Forward: A Plan for Excellence in Economic Development.* Boosting the region's economic competitiveness also is linked to policies throughout other elements of the Regional Plan.

The transportation element promotes diversification of transportation options to strengthen transportation affordability and choice, which also plays a critical role in economic competitiveness as it improves the flow of people and goods to the marketplace.

The complete communities element identifies strategies to attract housing that meets the needs and desires of a variety of workers and considers how environmental quality, resource availability, and access to necessary services establish quality of life and economic success for the region.

3.1 OPPORTUNITIES AND CHALLENGES

The Economic Development and Education Task Group led the work outlined in this Plan theme. The group reviewed policy research regarding economic development and educational issues, conducted an evaluation of the economic sector and worker competitiveness, completed a literature review regarding place-based approaches to supporting educational attainment, and conducted outreach to identify the key economic and education-related issues that require regional action. Analysis and public input consistently pointed the Task Groups to the following core challenges and opportunities that the region faces, and that this Plan theme addresses.

CHALLENGES	*Opportunities And Priorities*
Mismatch Between Land Use and Economic Development Plans: The effects of the Great Recession were exacerbated by the lack of diversification within the region's economy, which is the third least diversified economy in the Country.[5] In addition, there is a mismatch between zoning and future land needs – there may be an insufficient supply of employment lands given the nature of likely future job growth, and retail land is oversupplied.	*Match land use and transportation plans with the regional economic development strategy (CEDS) by:* • *Investing in and maintaining infrastructure to meet the needs of a diversified economy.* • *Determining future needs for employment lands.* • *Fostering the development of the education sector, which can teach the skills necessary for workers in the target industry sectors.*
Existing Neighborhoods Do Not Meet The Needs Of Future Workers In The Target Industry Sectors: The region's traditional downtowns and neighborhood centers have not seen the same level of investment as newer strip commercial areas. Vibrant mixed-use neighborhoods will play a role in attracting future workers in the region's target industries. In addition, lack of investment in the region's older neighborhoods and schools impact the perception of safety and wellbeing. Workers in these neighborhoods may not have adequate access to transportation, or nearby resources for job training and job searching, ultimately resulting in socioeconomic isolation.	*Ensure that Southern Nevada offers a range of place types to attract and retain future workers, visitors, businesses and entrepreneurs by:* • *Developing strategies and making targeted investments to encourage infill redevelopment and property rehabilitation.* • *Developing community-based economic development programs.*
Lack of Small Business and Entrepreneur Support Systems: The region lacks incubator and flex spaces that can provide a home for creative, entrepreneurial efforts.	*Enhance the role of small businesses and entrepreneurs as leaders in economic diversification and revitalization by determining the building and space needs of entrepreneurs and providing targeted technical assistance.*
Little Regional Collaboration: There is a lack of coordination between planning, economic development, education, environment and industry groups.	*Increase collaboration between the state government, local governments and the region's higher education institutions to align economic development and education efforts.*
Low Educational Performance: Clark County's high school graduation rates are much lower than the national average, at 62 percent in 2014, compared with 80 percent nationally.[6] Students score low in national reading and math assessments. Many neighborhoods lack basic connectivity for children to safely access schools and social services and for residents to access services and jobs without a car. At the same time, college dropout rates also are high and the region has low educational attainment.	*Support the educational system and learning environments through thoughtful land-use and transportation planning by:* • *Prioritizing the school environment for children, encouraging development that better supports existing schools.* • *Working closely with the Clark County School District to develop thoughtful school and service siting criteria.*

What is a Location Quotient?

The "location quotient" shows how Southern Nevada's concentration of employment by industry compares to the United States. If a region has a location quotient of 1, its employment in that industry is equally as concentrated as in the United States overall. If the quotient is less than 1, the region has less of a concentration in that sector than the national average.

Mismatch between Land Use and Economic Development Plans

Every sector has a role in how the economy grows and thrives, including education, industry, businesses, the public sector and nonprofits. The regional economic development dialogue must expand to include discussion of how the built environment can support economic entrepreneurship, diversification and resiliency.

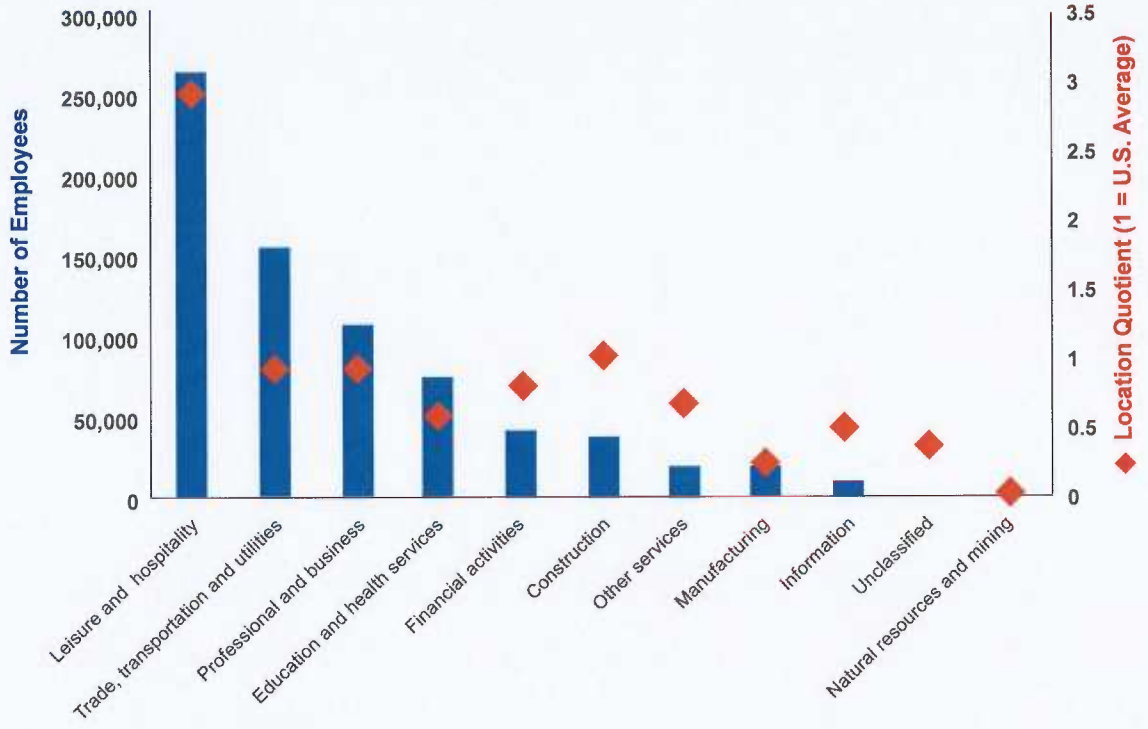
Promoting Land Use for Regional Resiliency

Regional resilience refers to the ability of a region to recover from a stress – either a sudden setback, such as a natural disaster, or a chronic strain, as may occur with longstanding economic decline or unrelentingly rapid population growth.[7] In the case of Southern Nevada, population growth and the subsequent housing construction boom exacerbated the effects of the Great Recession. The Las Vegas economy is the third least diversified economy in the country[8] and its service-oriented economy is reflected in its occupational structure. The full scope of the tourism and hospitality sector – hotels, food services, retail stores – includes more than 360,000 jobs in Clark County, or about one-third of the entire job base.[9]

Volatility hurts regional economies in two primary ways. First, uncertain future demand conditions can deter firms from investing in workforce or facilities. Volatile growth also hurts regional economies by distorting spending decisions by firms, households and governments. Abrupt losses in income and tax revenue can weaken public and private balance sheets, which in turn can force sharp spending cutbacks during periods when credit is tight.[10]

Figure 6 shows how Clark County's employment is distributed among the major employment sectors. It also shows how concentrated the region is in these sectors compared with the United States. Healthcare and education occupations – which were among the industries that lost the fewest jobs through the recent recession – are slightly underrepresented in the Clark County workforce. Manufacturing and information sectors also are underrepresented locally.[11]

Figure 6. Clark County Employees by Sector in 2012 and Location Quotient



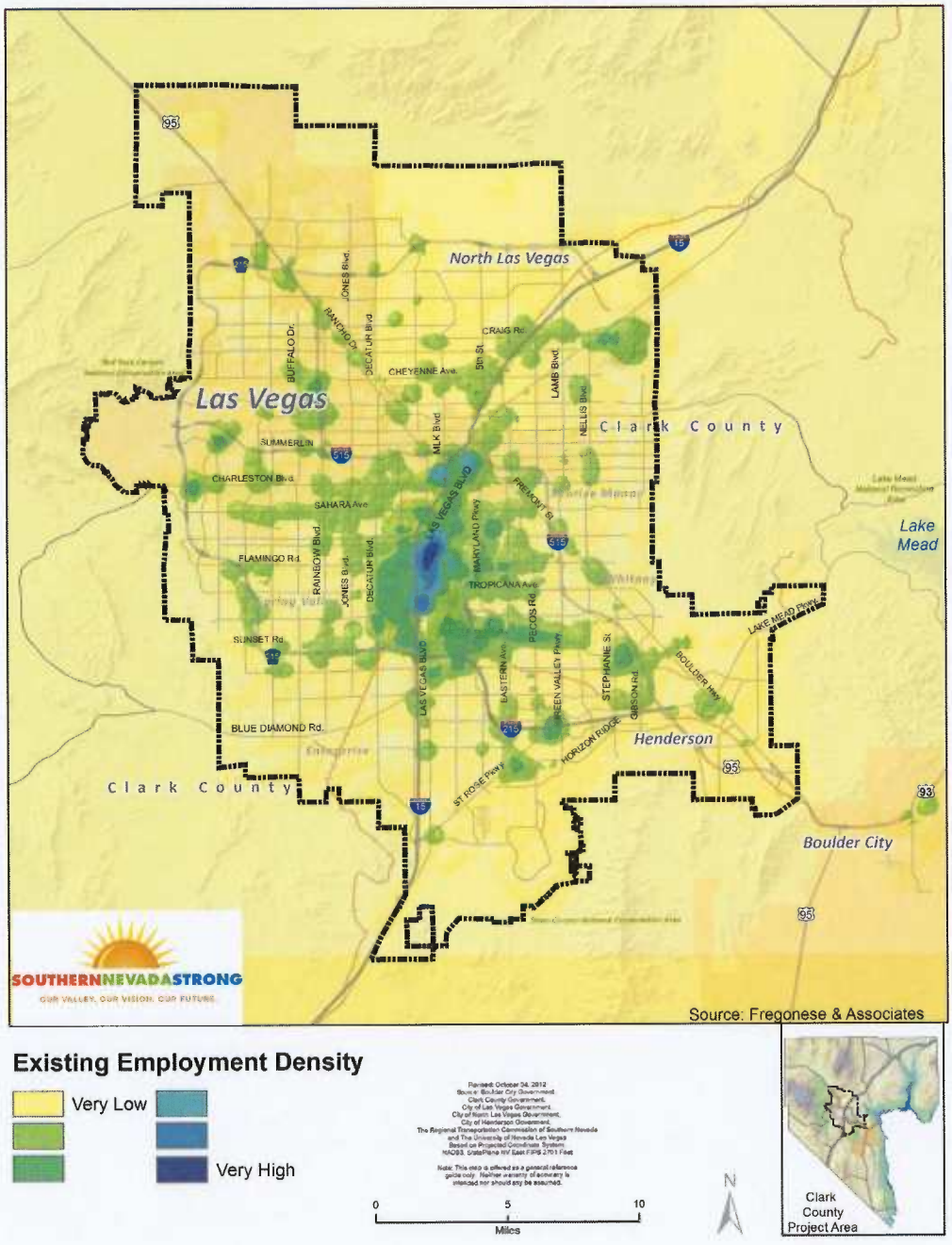
Source: Bureau of Labor and Statistics. See "A Look at Our Competitor Regions" sidebar on page [page 40] for more information on location quotients.

Research shows that the greater the industrial diversity of a region, the more likely it is to be resilient to a downturn.[12] The future for Southern Nevada may well be slower growth, which is a more desirable state of equilibrium because it allows the region to make deliberate efforts to restructure its workforce and cultivate a more diverse economy.[13]

The burgeoning research on resilient regions has uncovered several findings that might apply to Southern Nevada:

- A region's resilience is a product of 1) what is happening to its major export industries nationally, and 2) the behavior of individual firms within the region.
- Regions with a higher proportion of workers with a high school degree or less were likely to experience more downturns and to be less shock-resistant to a structural change.[14]
- The greater the income disparities in a region, the more likely it is to experience a downturn and the longer it takes to return to its prior growth rate after the downturn.[15]
- Regions that have many export industries are more resilient to employment downturns.[16]
- Responding with new policies after a regional downturn is less effective than insulating a region against downturns.[17]

Figure 7: Where Southern Nevadans Work



Enhancing the Existing Economic Base

Shifting Tourism

With 38 million visitors in 2012, Las Vegas is one of the most frequently visited destinations in the country.[18] This activity has centered in the core of the region, which has seen the most investment in tourist infrastructure. In the past decade, revenues have shifted not only to different subsets of the hospitality industry, but also abroad. Regional stakeholders are interested in broadening the geographic influence of tourism to highlight the region's diverse communities, while at the same time strengthening the existing tourism core (the Las Vegas Strip and downtown) through targeted infrastructure and placemaking investments. Of all of the county's major gaming zones, the Las Vegas Strip lost the least momentum during the downturn, and appears best positioned to reach full recovery first.[19]

Figure 7 shows that while the greatest employment density is located along the Las Vegas Strip, it is expanding to outer areas.

With nearly five million of the 40 million annual visitors being convention delegates and more than 19,000 conventions landing in Las Vegas (LVCVA, 2012), attracting and retaining convention business is crucial to maintaining a competitive edge in this market.[20] Providing adequate transportation options will help the region compete for this business. Of the people who were not completely satisfied with their visit to Las Vegas, six percent cited that it was because it was too hard to get around.[21]

Our strength in the casino gaming industry is the intellect behind gaming technologies. There are several gaming technology companies that already have established headquarters in Las Vegas off of Sunset Road, including Konami Gaming, Bally Technologies, International Gaming Technologies (IGT), and WMS.[22]

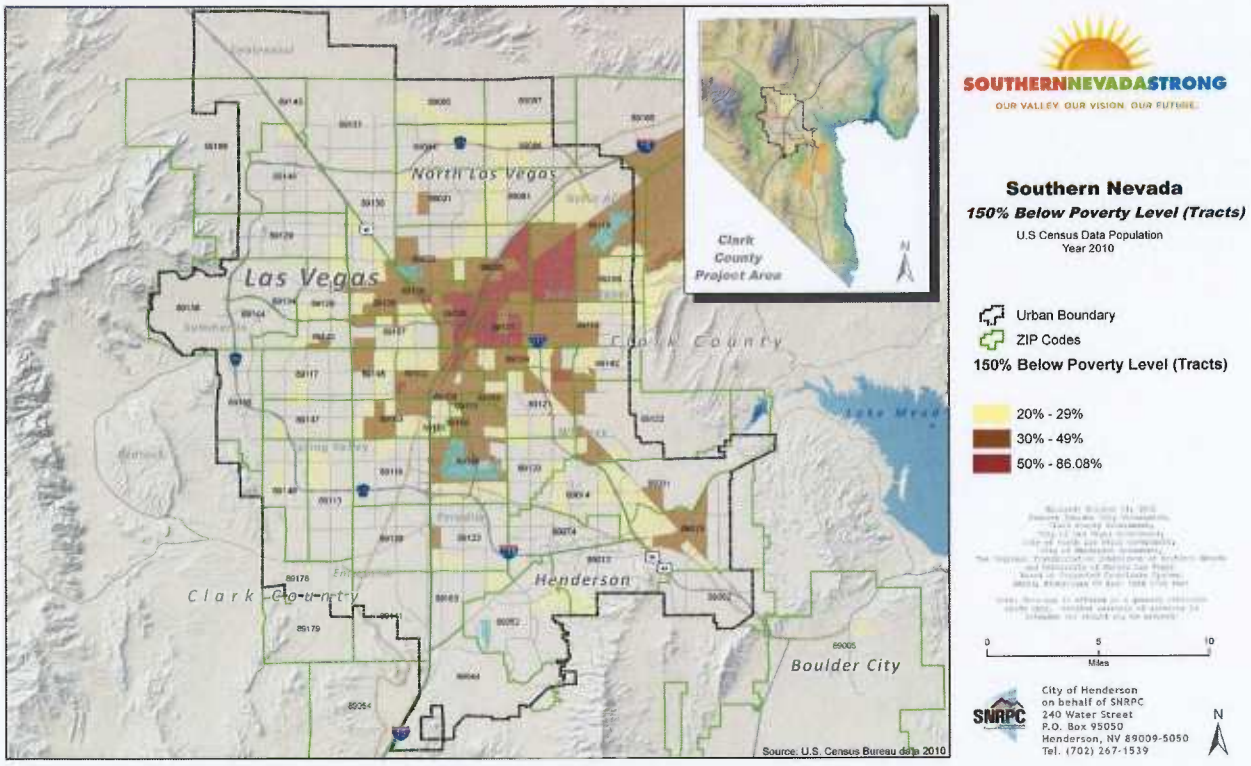
Stagnant Incomes

Despite Southern Nevada's lower educational attainment rate (which is normally closely tied to income), Southern Nevada maintains incomes that are similar to the national distribution.[23] Wages for employees working in the gaming industry, tips included, are a likely factor in the region's ability to keep up with the national median household income.[24] Residents have a higher median household income ($56,258) and a lower percentage of people living below the poverty level (11.7 percent) compared to the national median household income ($51,914) and percentage of residents living below the poverty level nationally (13.8 percent).[25]

However, the region also follows the national trend in stagnating incomes over the past decade.

Figure 8 shows where residents live who are below the poverty level. In order to reach the region's goals of making substantial gains in educational attainment and foster new target industries, the region will need to broaden opportunities for high-paying jobs.

Figure 8: Southern Nevadans Living in Poverty



Future Workers

To understand how land-use patterns need to evolve to support the region's efforts to attract new businesses and workers in these industries, we must first understand who is likely to be employed in these industries and what their preferences might be.

The CEDS identified five key target sectors, based on the Brookings Institution *et al.* report *Unify, Regionalize, Diversify: An Economic Development Agenda for Nevada.*

These sectors include:

1. Tourism, Gaming and Entertainment
2. Health and Medical Services
3. Business IT Ecosystems
4. Clean Energy
5. Logistics and Operations [26]

The CEDS emphasizes jobs with higher earning potential across all skill levels, focuses on economic growth opportunities, capitalizing on the region's geography and location and building on existing local capacities and assets" [27]

Currently, the region's concentration of employment in most of these target industries is lower than would be expected based on national averages. The University of Nevada Las Vegas projects a total of about 550,000 new jobs by 2035. If the CEDS implementation process is successful in increasing the concentration of employment so that it is equal to national averages, Southern Nevada's employers would need to employ about 100,000 new workers in the target industries, or 20 percent of all new employment (with the remaining employment

coming from the broader base of all industries in the region).[28] This provides some sense of the scale of transition that the successful implementation of the CEDS may require. What might those 100,000 workers demand from their community environments?

Overall, target industry workers earn more, are more highly educated, and are (on average) slightly older. They are the kind of workers who can make choices about where they live. If the CEDS is to be successful in attracting these industries, it must include actions that support a future composition of employees in the Las Vegas region different than the current composition.

Table 1 explores the demographic characteristics of workers in selected target industries.

Health and medical services are one of the five target employment sectors for the region.

Table 1: "Typical Industry Worker" Employment, Wage and Demographic Information for Nevada and Las Vegas-Paradise, MSA, 2011 (Q3, Q4) and 2012 (Q1, Q2)

	All Industries	*Healthcare*	*Business IT Ecosystems*	*Banking and Finance*
Average yearly wage	$43,869	$52,266	$55,943	$61,441
Male or female?	Male (51%)	Female (75%)	Male (64%)	Female (65%)
Have at least some college or associates degree	50%	62%	54%	66%
Most common average age range	25–44 (46%)	35–44 (25%)	25–34 (24%)	25–34 (26%)

Source: Data from LED Extraction Tool, U.S. Census; Analysis by ECONorthwest 2013.

A Look at our Competitor Regions

The Las Vegas region is often compared to other regions that have large tourist economies or similar land-use patterns, such as Orlando and Phoenix. However, the list is different when comparing which regions have high concentrations of employment in the three industries that the CEDS identifies as having the largest impact on the region's built form.

Table 2 shows the results. In general, the regions that have high concentrations in CEDS target industries are a very different list than those that are typically compared to Las Vegas. Madison, Wisconsin, and Columbia, Missouri, both have high concentrations in all of the CEDS target sectors.

There are many reasons that these regions have employment concentrations in these industries that are not directly related to development patterns. High concentrations of employment in health care, for example, are often correlated with strong research hospitals at universities. Business IT ecosystems firms might be attracted to low energy costs or the presence of a particularly skilled workforce. Competing successfully for new industries will require the full range of actions that are described in the CEDS document, and strong regional partnerships that are focused on implementation.

Table 2: MSAs with Location Quotient of at Least One in the Three Target Sectors, 2011

MSA	Sum of LQ	Health LQ	Business IT ECO LQ	Banking LQ
Las Vegas-Paradise MSA	2.25	0.59	1.01	0.65
Madison, WI MSA	4.38	1.04	1.75	1.58
Columbia, MO MSA	4.32	1.49	1.09	1.74
Boston-Cambridge-Quincy, MA-HA MSA	3.94	1.15	1.36	1.43
New York-Northern New Jersey-Long Island, NY-NJ-PA MSA	3.89	1.15	1.29	1.45
Little Rock-North Little Rock, AR MSA	3.76	1.36	1.37	1.03
Harrisburg-Carlisle, PA MSA	3.66	1.06	1.18	1.44
Philadelphia-Camden-Wilminton, PA-NJ-DE-MD MSA	3.66	1.17	1.06	1.43
Minneapoloisi--St. Paul-Bloominton, MN-WI MSA	3.49	1.18	1.22	1.27
Nashville-Davidson-Murfressboro, TN MSA	3.39	1.01	1.06	1.41
Pittsburgh, PA MSA	3.20	1.03	1.25	1.10

Source: County Business Patterns, 2011; analysis by ECONorthwest, 2013. Industry concentrations are typically measured with "location quotients," or LQs. An LQ of "1" means that the concentration of the industry in the region is equal to the concentration in the nation. Any concentration over "1" can be interpreted as more highly concentrated than would be expected based on national averages. A more detailed description of our analysis is included in the Appendix.

Employment Land Supply

An important component of regional land-use planning is to ensure that new and expanding industries have adequate land and sufficient transportation infrastructure. As part of the Comprehensive Economic Development Strategy Cluster Analysis, the Las Vegas Global Economic Alliance (LVGEA) identified the need to align plans and zoning policies in new centers where office uses, medical centers, and other high-density enterprises can expand. Businesses such as manufacturing, transportation and distribution, which require large building footprints and access to freight lines, will need adequate land with access to McCarran International Airport.

Table 3 shows the general requirements and site selection factors for two of the region's target industries. Implications for the land use program include the need to regularly assess the city's supply of buildable employment land and align capital improvement plans so critical infrastructure is in place.

Existing Neighborhoods Do Not Meet the Needs of Workers in the Target Sectors

Vibrant mixed-use neighborhoods will play a role in attracting future workers for the region's target industries. Cleaning up and revitalizing residential and business areas is important for the entire region. Several respondents urged the renovation and reuse of existing vacant properties rather than building new; some suggested that infill should occur only after revitalization of existing facilities and businesses is successful.

Table 3: Site Needs for Health and Business IT Sectors

MSA	*Health and Medical Services*	*Business IT Ecosystems*
General Requirements	*Healthcare employment is typically spread across multiple building types, including office buildings (private practices), institutional buildings (hospitals, clinics, labs), and residential buildings (group housing, including rehabilitation, assisted living, and nursing care centers). Any number of healthcare occupations could be spread across these types of physical facilities.*	*Specific functions determine building needs. Data centers require very precise building specifications and tend to be more capital intensive. More labor-intensive operations such as teleservices, financial processing, or customer service centers may require less rigorous building specifications. There is no general template that can be applied to the "typical" occupier in the industry.*
Site Selection Factors	• *Access to skilled labor* • *Growth of patient base* • *Regional teaching hospitals, medical schools, and flagship institutions* • *Regional R&D activities*	• *Access to skilled labor* • *Affordable, reliable electricity* • *Buildings with large floor plates* • *Buildings with under-floor utilities* • *Competitive tax environment*

Source: Las Vegas Cluster Analysis, TIP Strategies.

Revitalizing the region's downtowns and main streets is a priority in the Regional Plan.

Based on the literature review and the profile of comparable metropolitan areas with strong employment in the target sectors, employees with higher educational levels and higher-than-average wages in the target sectors may be looking for the following amenities and community characteristics:

- **Vibrant mixed-use downtown and commercial areas that are within walking distance of homes.** The top three comparable MSAs all have vibrant downtowns and, in the case of Madison and Boston, strong neighborhood commercial areas. The downtown areas all are adjacent to the major regional universities and often encompass more than one institution of higher learning. All of these areas concentrate restaurants, entertainment, art, retail and event spaces.

  Multiple studies have shown that in many other communities, people are willing to pay more for amenities that are within easy walking distance. A study by the National Association of Realtors found that people want the following features, in no particular order, to be within walking distance of their home: grocery stores, pharmacies, hospitals, and restaurants.[29]

- **Multi-family rental housing within closer proximity to mixed-use commercial areas for younger workers (Gen Y).** National studies by ULI[30] and the National Association of Realtors[31] support the finding that younger people are delaying household formation and buying, and either living with parents longer or renting longer.

- **Homes close to public transit.** The literature overwhelmingly supports the fact that homes built close to public transit commanded a price premium. However, that does come with some caveats. The most significant price premiums are associated with commuter rail, followed by light rail and then BRT, with bus service alone commanding the lowest price premium, but still a benefit over no transit access at all.[32]

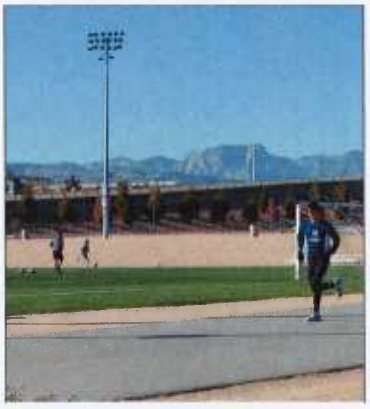
- **Suburban-style development.** While national surveys see an increased demand for higher-density housing, employees who are married and in middle income brackets (earning more than $25,000 and less than $100,000) indicated that they prefer traditional suburban-type development. There is likely to continue to be strong demand for this development type in Southern Nevada.[33]

- **Quality communities close to employment areas and quality schools.** Commute times are one of the top variables for determining where to live, especially within larger metropolitan areas. The desire for quality schools or safe neighborhoods is often more important for workers with children or women living on their own.

- **Walkable neighborhoods.** There is strong evidence that people will pay a premium for better walkability, with

interesting places to walk to. The National Association of Realtors survey showed that people value neighborhoods with good pedestrian facilities (regardless of whether residents could walk somewhere interesting), implying that walking for exercise may be important to people, as long as they can still have a detached, single-family home with some privacy from neighbors.

- **Open space and parks.** A separate study[34] that reviewed more than 60 published articles found that people value most types of open space, but that value depends on the size of the area, proximity to homes, the type of open space, and the methods used to conduct the analysis. In addition, open space and parks may be more valuable in urban settings, where residents do not benefit from an abundance of natural space as compared to rural areas.



Lack of Small Business and Entrepreneur Support Systems

The Small Business and Entrepreneurship Council's most recent Small Business Survival Index, which ranked each state by its policy climate for small businesses and entrepreneurs, put Nevada at the top right behind South Dakota.[35] Over the past five years, Clark County's top patent-grant recipients have all been associated in some way with the gaming industry.[36]

A rich and productive entrepreneurial environment will need support from the land-use program in a variety of ways. Entrepreneurs and small businesses need easy access to a range of services, including printing, accounting, information technology, and catering.

Although there are well-known successes, such as the InNEVation Center and Chamber and Small Business Development Programs, the region could improve the connection between entrepreneurial efforts and revitalization. Entrepreneurs and the self-employed often benefit from incubators and flex spaces, located in mixed-use and urban locations with increased access to services and transportation. Local organizations focused on supporting entrepreneurship have expressed that there is a prevalent need for programming, financial support, networking, funding, and mentoring for entrepreneurs.

Low Educational Performance

Access, choice, and opportunities in primary and secondary education provide the basis for success. Educational institutions help our children learn communication and social skills to build their personal confidence and ability to contribute to our community, culture and civil society.

The Regional Plan focuses on enhancing learning environments to improve access to educational opportunities. Locating and integrating such environments wisely can make it easier to get to resources, especially in low- and moderate-income neighborhoods which often have struggling schools. Many neighborhoods lack basic connectivity for children to safely access schools and social

services, and for residents to access services and jobs without a car. There will be a continuing need to address the issue of school locations with respect to projected population growth, accessibility, joint use of schools and parks, and other factors. Improving growth-related decisions between the schools and others is a critical part of how communities grow, helping to add to the quality of local community environments.

There are a variety of factors that influence educational performance, including many topics that are not directly addressed through this Regional Plan, such as resource allocation, student-teacher ratios, classroom size, and curriculum, among many others.

About a quarter of children live in households with annual household incomes below the federal poverty line.[37] In a 2013 profile of children's well-being by the Annie E. Casey Foundation, Nevada ranked 48th out of 50. Clark County's high school graduation rates are among the lowest in the nation and students score low in national reading and math assessments.

At this point, research documents a variety of symptoms of low socioeconomic standards that are relevant for children's subsequent educational outcomes. These include, for example, poor health, limited access to home environments with rich language and experiences, low birth weight, limited access to high-quality preschool opportunities, less participation in many activities in the summer and after school that middle class families take for granted, and more movement in and out of schools because of the way the housing market operates for low-income families.[38]

The 2013 Kids Count Profile for Nevada (**Table 4**) shows that Nevada has higher rates of children whose parents lack secure employment, households living with a high cost burden, teens in school and not working, and children living in families where the household head lacks a high school diploma.

Table 4: 2013 Kids Count Profile for Nevada

	Nevada	*U.S.*
Children in poverty	*22%*	*23%*
Children whose parents lack secure employment	*34%*	*32%*
Children living in households with a high cost burden	*44%*	*40%*
Teens not in school and not working	*13%*	*8%*
Children living in high-poverty areas	*9%*	*12%*
Children living in families where the household head lacks a high school diploma	*23%*	*15%*

Source: The Annie E. Casey Foundation. http://kidscount.unlv.edu/newsletters/2013KC_state_profile_NV.pdf

The County also needs to look to the job requirements for the jobs of the future. A decade ago, only 15 percent of existing jobs in Clark County required a four-year degree as a minimum prequalification. This number inched up over the course of the decade to 17 percent of the existing job base. According to RCG Economics, focused skills training is currently in more demand than a college degree (e.g., Microsoft certification). Looking ahead, the new jobs projected to be added over the coming 10 years will require increasingly more preparation. A full 29 percent of the projected new jobs will require at least a four-year degree as an entry-level condition.[39] This is lower than the national projections for future jobs, which reports that about 26 percent of new jobs will require a bachelor's degree.[40]

Figure 9 (next page) shows where residents with a college degree currently live.

Strategies to enhance access to quality educational opportunities include:

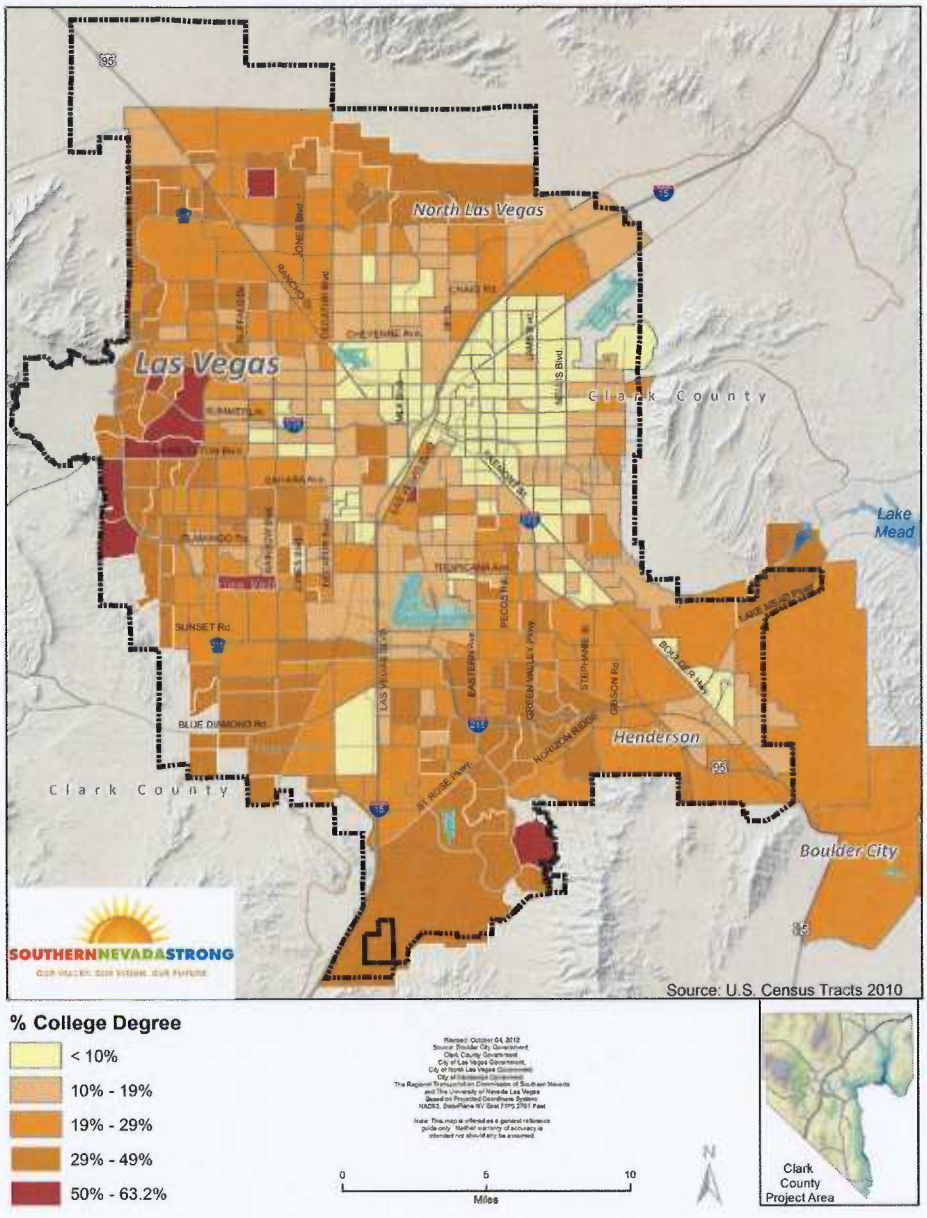
- Enhance multi-modal transportation opportunities, placing priority on low-income neighborhoods, safe routes to schools, and concentrating new housing along transit corridors.
- Encourage diverse mixed-income housing and neighborhoods and review the impacts of restrictive zoning on educational achievement.
- Create economic development opportunities within neighborhoods that provide tools for communities to build social capital and civic infrastructure that supports schools.
- Siting new schools and services in a thoughtful way, including the co-location of schools with health and other services.

"IMPROVE THE QUALITY OF K–12 EDUCATION TO MAKE THE REGION A DESIRABLE PLACE FOR THE KNOWLEDGE-BASED WORKERS TO LIVE AND RAISE A FAMILY."

– PUBLIC OUTREACH PARTICIPANT

Image credit: Eric Francis

Figure 9: Southern Nevadans with a College Degree



3.2 GOALS AND POLICY STRATEGIES

This section details the **goals, objectives and actions that support improved economic competiveness and education** and will move Southern Nevada toward the vision.

- **Goals** are the big overarching ideas, changes, or practices that are essential to realize the community's vision.
- **Objectives** establish specific, measurable goals that guide how the Plan is implemented in a way that will achieve the vsion.
- **Strategies** outline the steps needed to achieve the objectives.

Goal 1. Match land use and transportation plans with regional economic development plans.

Objective 1.1

Invest in and maintain infrastructure that meets the needs of a diversified economy.

1.1.1 In coordination with organizations such as the LVGEA, develop a regional approach to 1) assess the need for and implement infrastructure that can support a diversified economy and 2) recommend updates to land-use plans to match land use and transportation plans and policies.

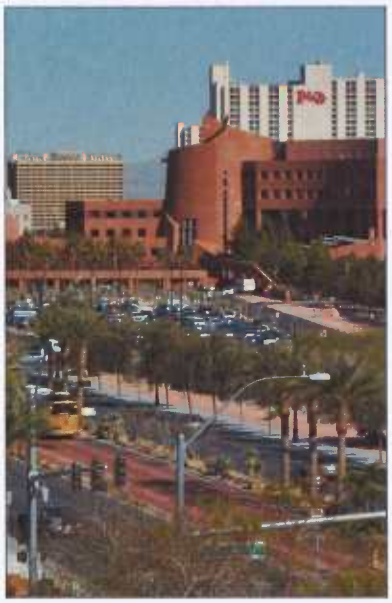
1.1.2 Provide tools such as scenario planning analyses to local governments and the RTC to develop land-use strategies that implement the Plan at the local level.

1.1.3 Coordinate the RTC's Regional Transportation Plan and local government master plan updates with the CEDS.

Achieving the Vision Through Strategic Land Use

Since the way we use land profoundly influences how we live, work and play, **this document touches on many aspects of the region's land-use planning.** The goals and policies included in Chapters 3, 4 and 5 will guide the design of the valley's regulatory system, including the zoning code, rules governing the subdivision of land, the interaction of land use and transportation and economic development.

The Plan also recommends strategies that should be pursued in the first few years following Plan adoption. These strategies are found in the Implementation Matrix.



Objective 1.2

Determine future needs for employment lands.

1.2.1 Conduct and publicize a regional inventory of available commercial and industrial land and facilities.

1.2.2 Work with local governments to bolster longer-term economic growth and development by designating employment lands for future industries, while mitigating the pressure to respond to short-term development demand for residential development.

Objective 1.3

Foster the development of the healthcare and education sectors, locally serving sectors that would enhance quality of life for residents to better integrate with existing land uses and create a better environment to attract new workers.

1.3.1 Support community stakeholders to plan for regional educational and medical assets that support economic growth and diversification, such as a UNLV medical school.

1.3.2 Encourage quality housing and transit near existing medical facilities, schools and training programs to increase access to local medical providers and provide opportunities for residency programs in order to get doctors to stay in the region.

1.3.3 Identify how and where medical and educational institutions can be integrated into mixed-use developments in economically disadvantaged neighborhoods to stimulate economic vitality while offering needed services.

1.3.4 Provide housing options for healthcare workers near their place of employment that integrate parks, trails, and active transportation infrastructure.

Goal 2. Ensure that Southern Nevada offers a range of place types to attract and retain future workers, visitors, businesses and entrepreneurs.

Objective 2.1

Develop strategies and make targeted investments to encourage infill redevelopment and property rehabilitation.

2.1.1 Implement the four Opportunity Site strategies: Maryland Parkway, Boulder Highway at Broadbent/Gibson, Downtown North Las Vegas, and the Las Vegas Medical District and create and encourage the use of an infill and revitalization action plan for areas with similar characteristics to the four Opportunity Site strategies that identifies barriers to mixed-use development and suggests tools to overcome them.

2.1.2 Create a set of sample revitalization and renovation plans for existing buildings, which could be approved through a streamlined permitting process and implemented via low-cost loans, modest rehabilitation subsidies, or CDBG dollars, etc.

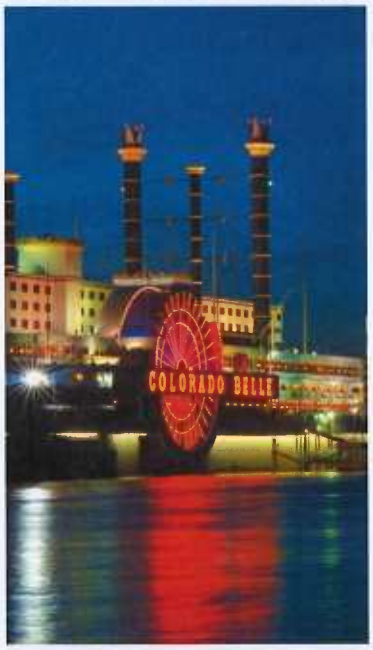
2.1.3 Make targeted enhancements in key infill areas to enhance walkability and connectivity to existing and new recreational, commercial and transportation options.

2.1.4 Preserve and enhance historic neighborhoods and allow appropriate infill and enhancements that can support the neighborhood's economic development.

2.1.5 Develop and build upon existing programs to promote reinvestment in business districts through sweat equity and volunteerism to create gathering spaces, improve safety, and stabilize neighborhoods.

2.1.6 Study market readiness and redevelopment potential for deteriorated commercial areas and underutilized strip retail developments.

2.1.7 Work with rural communities and small towns to implement economic development goals where comparative advantages align better than in the urban areas of Clark County.



Regional Planning & Economic Development:
WHERE DO SMALLER TOWNS & RURAL COMMUNITIES FIT IN?

In September 2013, Southern Nevada Strong project staff and consultants held an economic development workshop in Laughlin and Moapa Valley (Overton), respectively.

The purpose of each workshop was to discuss the latest trends in economic development, with particular focus on how smaller communities and rural areas identify their assets and what role they play in a regional economy. The workshop encouraged participants, who included businesses, economic developers, and community leaders, to identify potential new approaches to strengthening the local economies of Moapa Valley and Laughlin, respectively, and build closer economic connections to the larger Southern Nevada region.

Participants were asked to consider key questions:

- *What are my area's current economic priorities?*
- *What will our children or grandchildren do to earn their living when they grow up?*
- *Will they be able to, and want to, stay in this area?*
- *What is the region's current and future demographic, economic and social mix?*

The presenter shared that characteristics that may have been attractive to companies yesterday, won't attract companies today. Companies today are looking for:

- A Talented Workforce/ Entrepreneurs
- Quality of Life
- Good Location
- Strong Civic Leadership

The presenter emphasized that working at the regional scale is especially important to smaller towns and rural areas because:

- They build more critical mass
- Regions compete in a global market, not along political or municipal boundaries
- More ideas and diverse perspectives = better ideas

Through the workshop, participants identified opportunities for their respective communities, discussed ways to measure success and defined desired outcomes. They also identified strategic initiatives necessary to catalyze growth, and discussed partnerships that could be pursued to align efforts with other communities and the larger region.

Highlights from Moapa

WITH GAYE STOCKTON, MESQUITE REGIONAL BUSINESS, INC.

Moapa Valley, in the rural northeastern corner of Southern Nevada, experienced similar effects of the Great Recession as the urbanized Las Vegas valley. Mesquite, an incorporated city and Overton, an unincorporated town, anchor the area and are located off of the I15 freeway. Each of these communities has worked on economic development efforts.

Mesquite has unique challenges and opportunities. The City planned for growth and enjoys adequate infrastructure and available land for development, boasting the availability of numerous modern buildings and sites. However, limited natural resources pose a concern for the rural community and position smart growth and sustainability as vital concepts for the area. Prioritizing Moapa Valley's downtowns, including downtown Overton and downtown Mesquite also align with the Regional Plan.

Mesquite also suffers extreme disparities due to a significant retired population with mainly stable above average incomes, juxtaposed by a high unemployment rate of eligible workers.

Recovery in Moapa Valley is slower than in the metropolitan area of Southern Nevada and businesses, economic developers and community leaders must be creative to support the area's economic well-being.

Rural and small town communities are an important part of diversifying the region's economy in their ability to attract and capture different sectors looking for unique characteristics, location and developable land.

Recognizing the unique characteristics of rural areas and small towns is important to distinguish in an economic development strategy in order to align with the needs of target industries.

The community looks forward to continuing to participate in larger regional efforts through projects like Southern Nevada Strong and with the Las Vegas Global Economic Alliance.

Highlights from Laughlin

WITH DEBORAH MURRAY, COMMUNITY DEVELOPMENT MANAGER, CLARK COUNTY / LAUGHLIN TOWN MANAGER'S OFFICE

With a population of about eight thousand, this quiet town plays host to two million visitors per year who come to enjoy the entertainment and recreation Laughlin has to offer. All of these activities bring benefits to the region as well as to Laughlin; however recreation and tourism are only a portion of what's needed for sustainable economic development.

Although Laughlin's casino resorts have managed to maintain economic stability for the region by serving as the economic engine, a need for diversification is recognized to nourish a healthy community. Participation in Southern Nevada Strong has been a recent part of the multi-faceted approach that Laughlin has undertaken over the years to broaden its economic base.

Laughlin boasts many assets, including:

- Availability of large publically-owned land supply
- Great weather
- New parks and trails including 1,200 acres along the river walk
- High number of hotel rooms
- Annual events
- A renewed focus on the Colorado River and Lake Mojave
- Strong alignment with manufacturing
- A great community for retirees

Laughlin is in sync with Southern Nevada Strong, recognizing that regional planning can bring a variety of benefits to our neighborhoods by identifying local solutions to regional problems. We can improve the quality of life in our communities by working together to provide cleaner air, safer streets, and homes closer to transit, jobs and services. Along with improving local conditions, these factors are essential to attracting and retaining quality jobs that provide opportunities at all employment levels.

Regional Planning provides the broad context in which local and regional decisions can be made that move the town and region toward a sustainable future – a future with more choices and opportunities for all residents.

Objective 2.2

Develop and expand community-based economic development and reinvestment to support vibrant, transit-supported mixed-use districts throughout the region.

2.2.1 Identify placemaking improvements, regulatory changes and design standards to increase customer draw in areas with a unique flair (arts, antiques, international appeal, family-oriented, etc.).

2.2.2 Develop strategies to better connect residential demand with local commercial services and products to reduce retail leakage.

2.2.3 Identify, adopt and support programs that aid in the revitalization of local business districts, such as the arts district in downtown Las Vegas and areas with active business associations.

Goal 3. Enhance the role of small businesses and entrepreneurs as leaders in economic diversification and revitalization.

Objective 3.1

Determine the building and space needs of entrepreneurs and startups to embolden existing small businesses to participate in revitalization.

3.1.1 Identify neighborhoods that are well positioned to attract businesses from specific sectors and develop place-based strategies, cluster training, and workforce outreach efforts around those areas to reduce commute times and connect local residents to job opportunities.

3.1.2 Identify target industry locational needs, determine which industries are most likely to be successful in infill development, and develop a strategy to promote new development that accommodates them.

3.1.3 Assess potential support for locally-owned business preferences, including co-working spaces.

3.1.4 Expand and pursue public market concepts that allow flexibility for a diversity of businesses including micro-business, farmers markets, or public markets through a public-private partnership.

3.1.5 Provide tools and technical assistance to business districts to help increase market draw.

3.1.6 Encourage the development of "third places," (locations outside of work and home including coffee shops, cafes or bars) that foster entrepreneurs and small business owners by allowing people to meet and exchange ideas or work with the ability to access basic services such as wifi at no charge.

Goal 4. Support the educational system and learning environments through thoughtful land-use and transportation planning.

Objective 4.1

Prioritize the school environment for children, encouraging development that better supports existing schools.

4.1.1 Explore community-based approaches to educational improvement and reform that focuses on improving the educational and developmental outcomes of children and youth in distressed communities, paying special attention to access to free preschools and all-day kindergarten.

4.1.2 Support updates to land-use plans based on the preferred land-use alternative, emphasizing relationships between revitalization, urban infill and education.

4.1.3 Support events and educational programming that address socioeconomic disparities and coordinate with partner organizations and initiatives to improve social equity.

4.1.4 Partner with Safe Routes to Schools to integrate safe walking and biking routes in new development areas to make neighborhoods more attractive. Prioritize investments that improve multi-modal school access.

4.1.5 Promote the integration of schools, parks and community services into neighborhoods.

4.1.6 Review the impacts of restrictive zoning on the educational system. (Restrictive zoning limits the types or form of development in a specific area. For instance, development of higher density buildings may be banned in certain areas of the community.)

Objective 4.2

Work closely with the Clark County School District Real Property Management Division, local governments and developers to develop thoughtful school and service siting criteria.

4.2.1 Work with the Clark County School District to prioritize repurposing and rehabilitation of deteriorating schools, especially in neighborhoods near the Opportunity Sites.

4.2.2 In the spirit of collaboration, research legislative changes (local, state and federal) necessary to allow the school district more flexibility with facility use and management with particular consideration for the role of regulations affecting Recreation & Public Purposes Act leases and BLM land and related impacts on schools on BLM property.

4.2.3 Consider changes to school design, including building schools with multiple stories and locating schools in infill areas, and consider repurposing commercial or vacant big-box retail spaces into schools.

4.2.4 Continue to strengthen the relationship between the CCSD and local governments to achieve shared goals for effective learning environments and educational performance.

4.2.5 Identify potential funding sources that could be directed to building or retrofitting schools so that they can support a better learning environment.

4.2.6 Encourage the local business community to support education and schools programs to better connect opportunities for student career mapping, mentoring, and educational needs of employers.

4.2.7 Implement the RTC's Regional Schools Multimodal Transportation Access Study to improve safety for children and promote a better overall environment near schools.

4.2.8 Collaborate with the Clark County School District, local governments and the RTC to address school siting requirements, including but not limited to, separation of uses near planned school sites and bus access.

4.2.9 Promote the need for schools to be located adjacent to public facilities and Pre-K, health, social and educational services that support healthy families.

4.2.10 Elevate the importance of school siting as a strategic education and economic development initiative with the building and development industry, business community, local chambers and other stakeholders.

4.2.11 Co-locate schools and other learning facilities and community resources to capitalize on community skill sets and knowledge.

Goal 5. Increase collaboration between the state government, local governments and the region's higher education institutions to align economic development and education efforts.

Objective 5.1

Partner with higher education institutions to support economic development.

5.1.1 Pursue a stronger higher education system that includes a UNLV medical school, a tier 1 research institution, and Graduate Medical Education programming, (formal medical education either hospital sponsored or hospital-based training) following completion of an M.D. or D.O. degree.

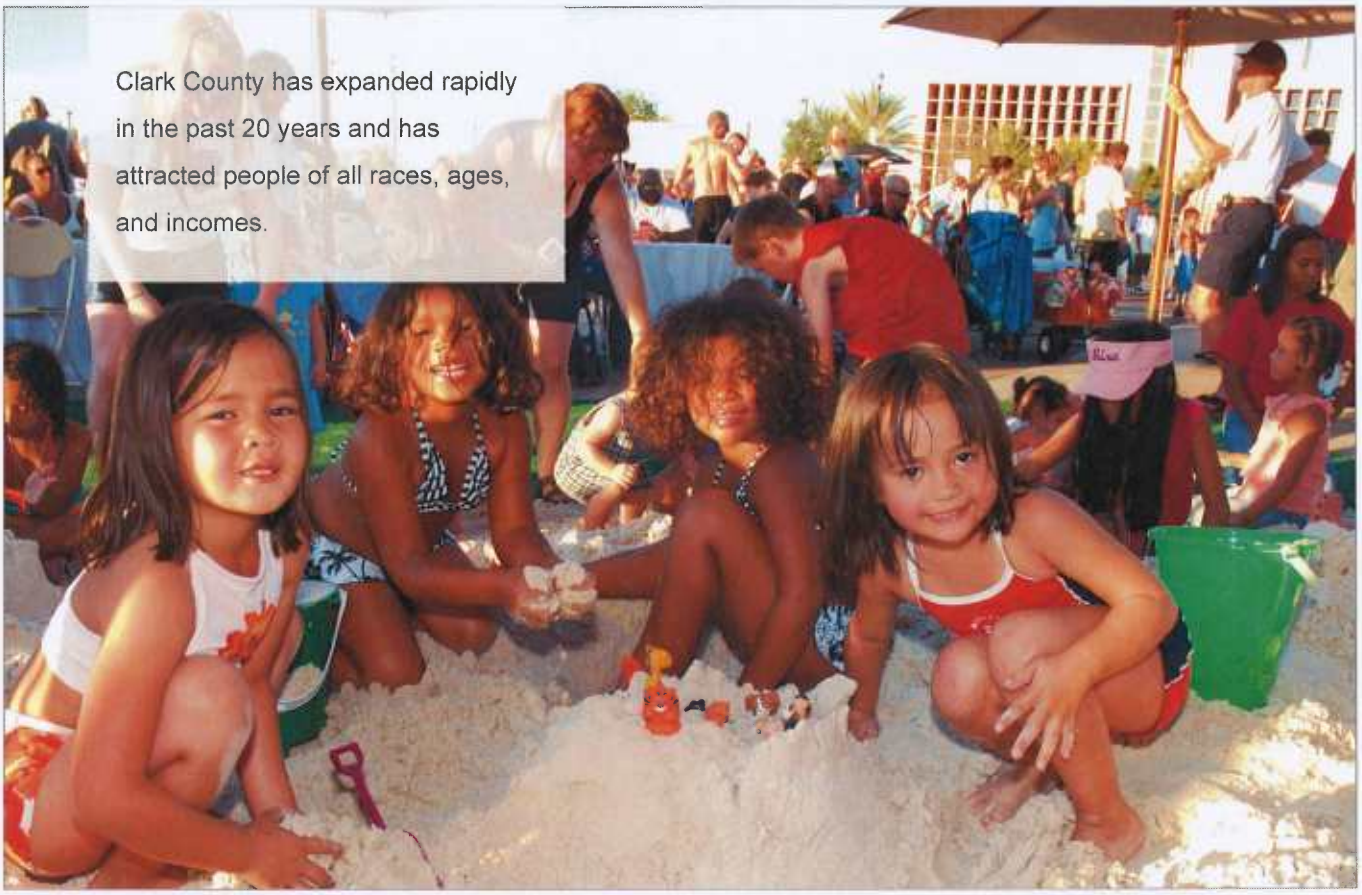
5.1.2 Collaborate with local higher education institutions to develop local revitalization and improvement efforts.

5.1.3 Align complementary plans, special area plans and incentives with regional target sector industries, such as medical districts.

5.1.4 Consider public investment in a center for research and development, in partnership with area universities, hospitals, the LVGEA, and businesses that can be leveraged to promote investment and stimulate more collaboration.

CHAPTER FOUR

Our Vision #2: Invest in Complete Communities



Clark County has expanded rapidly in the past 20 years and has attracted people of all races, ages, and incomes.

CHAPTER FOUR

Our Vision #2: Invest in Complete Communities

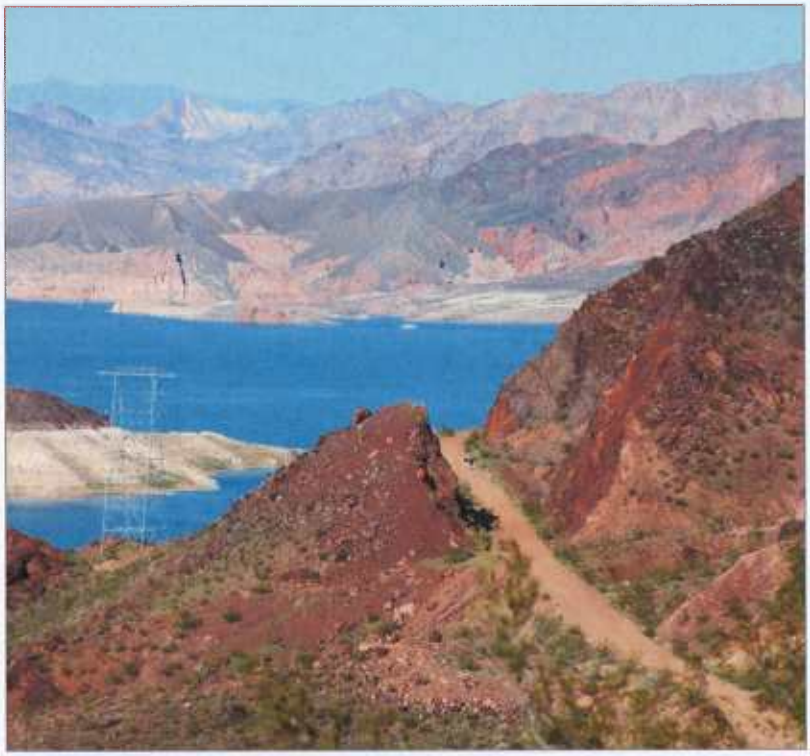
In the last four decades, Clark County has been one of the nation's fastest growing regions, doubling since 1990 – an increase of more than one million people. The availability of jobs and low housing prices, driven by relatively low construction costs and available land, drew people to the new homes built since 2000.

The rapid and extended population growth over the past 20 years has stretched monetary and natural resources to the limit, making it difficult to keep pace. At the same time, land-use patterns make access to amenities and services difficult without a car, contributing to health issues such as obesity.

While growth is not projected to continue at the rate seen during the last decade, the region still expects to welcome approximately 866,000 additional people by 2030 according to UNLV Center for Business and Economic Research's Population Forecasts: Long-Term Projections for Clark County, Nevada, 2012. This growth will have impacts on our region's community character, public health and environmental quality:

- To accommodate changing demographics, our region needs to foster complete communities that provide equal access to community amenities and housing for people of all incomes.
- A safe, healthy and sustainable environment is crucial to secure, healthy lives and a strong and resilient economy for Southern Nevada residents. Not surprisingly, the most recognizable environmental issues that the region faces are related to under-regulated development during periods of rapid population growth. In addition, the region is located in a valley with one of the world's

COMPLETE COMMUNITIES ARE THOSE WHERE JOBS, HOUSING, TRANSPORTATION AND COMMUNITY AMENITIES COMBINE TO CREATE PLACES THAT SUPPORT ECONOMIC OPPORTUNITY AND HEALTHY OPTIONS FOR ALL PEOPLE, REGARDLESS OF INCOME LEVELS.



Natural resource preservation is vital in our desert climate.

most arid climates with very little rainfall; this increases the pressure on local environmental resources.

- Our region must promote inclusive communities and reduce discrimination by advancing integrated strategies to reduce health disparities for all segments of the population. Implementation will occur through committed partnerships with neighborhoods, agencies, businesses and community groups that represent all segments of the population.

The other themes from the Plan address related issues:

- The Transportation Choice theme considers how housing location and type affect transportation impacts and vice versa, and how transportation choices can affect environmental outcomes.
- The Economic Competiveness theme considers how vibrant and diverse place types that provide proximity to community amenities and open space can attract future workers and retain those we have today.

The Complete Communities theme of the Plan serves as a single unified vision and strategy for how the region can promote inclusive communities with good access to housing, healthcare and vital services while fostering the efficient use of scarce natural resources. It calls upon the region to evaluate how it can ensure that its housing profile is well matched to meet the needs of the future population and economy. Attaining a healthy balance of well-planned housing and jobs while ensuring that the region's natural resources are protected is important for its long-term economic competitiveness.

4.1 VISION FOR PREFERRED FUTURE LAND USE

Translating the regional vision into reality requires an understanding of current trends and the impacts of potential policy decisions. To articulate alternative futures for the region, the project team created two land-use scenarios that describe current and potential land-use patterns. Each scenario shows where people might live and work, the types of housing and jobs that may be available, and how people would travel around the region. Given the many possible ways a community might grow, scenario planning can help better inform the decisions to be made at present, despite the uncertainties of the future.

The Base Case: Growing Disparity and Inequality

As a first step, we created a "Baseline Scenario" or "Base Case" to describe how land-use patterns would change if existing trends continued. The base case scenario, in **Figure 10**, shows where current trends are likely to lead the region, assuming no zoning or policy changes and a continuation of past development patterns. The base case scenario sets the benchmark for comparing an alternative scenario.

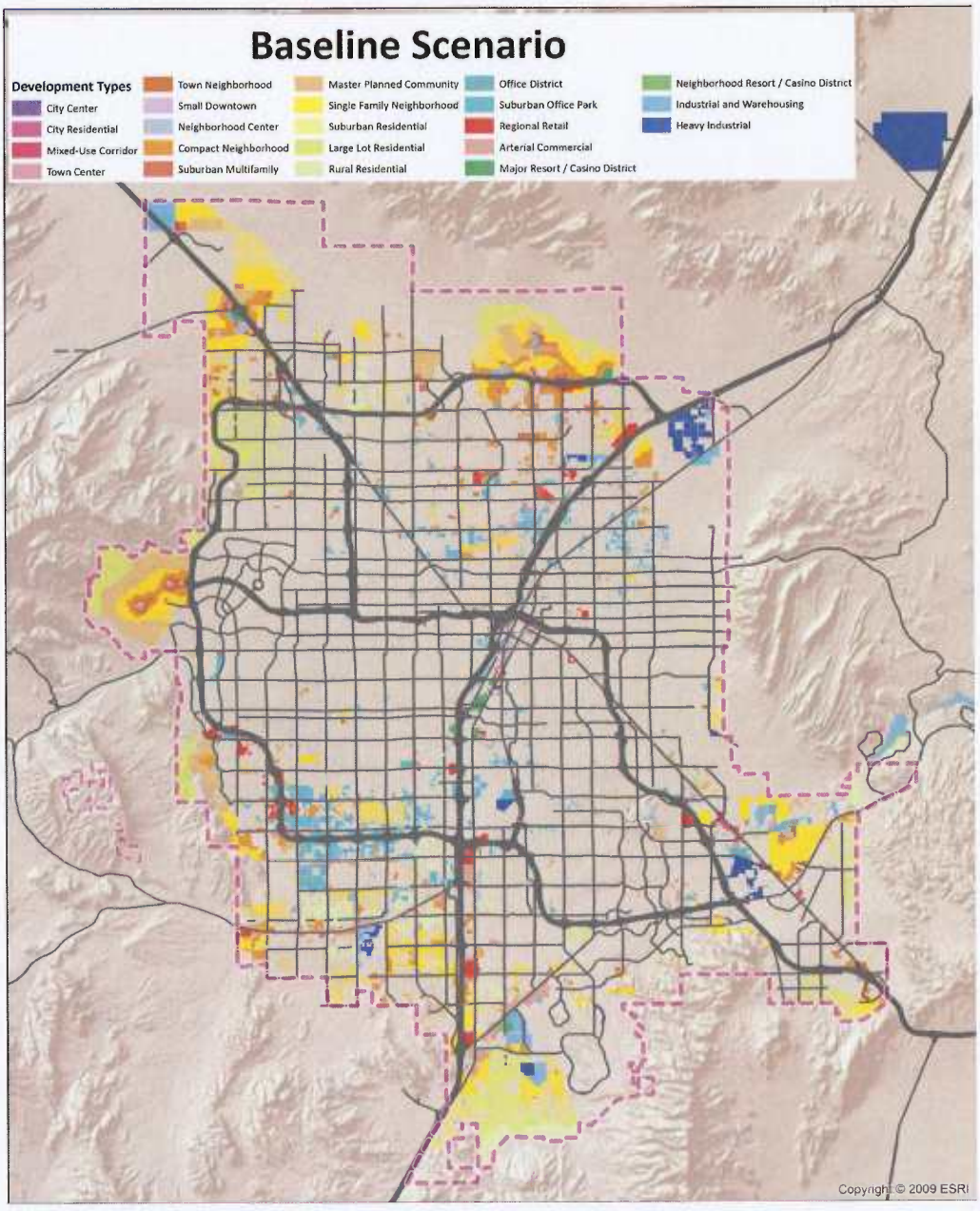
While the model focuses primarily on the built environment, conclusions can be drawn about impacts to engagement and equity issues. Under the baseline scenario, employment will continue to be focused in current industry clusters and new employment centers will likely grow on the edges of existing development. Likewise, new housing – particularly higher-density housing – will continue to be developed on the outskirts of the region. Transportation investments and infrastructure will continue to be auto-oriented.

Without a significant shift in policy or investment, the future described by the baseline scenario is one in which the current negative trends and growing disparities are likely to continue and worsen.

As development continues at the outer edges of the region, neighborhoods and communities with low levels of income and education will become further isolated and disenfranchised. Without major investments in affordable housing or transit networks, access to critical services and employment opportunities is unlikely to improve. The cost of living is likely to continue to increase without corresponding growth in income and wealth. Neighborhoods with high levels of community risk are likely to remain isolated and segregated from higher-income areas, and the housing market will continue to suffer the after-effects of the recession and foreclosure crisis.

Base Case	Preferred Scenario
• A likely picture of future growth according to existing plans and forecasts. • It is the "most likely future condition" if no policy or other changes are made.	• Preferred future growth patterns according to input received at the September workshop. • It is the "most likely future condition" if key policy or other changes are made.

Figure 10: Southern Nevada Base Case Scenario



The base case scenario does not match task group or stakeholder priorities for the following reasons:

- Most of the growth is at the "fringe" in single-use development types. Without major policy or other changes, the baseline scenario indicates Southern Nevada is likely to continue to grow outward along the urban fringes, requiring new development on land that currently is vacant or within open space.

  Using 2035 population and employment growth forecasts from UNLV, models show that 67,000 acres of new development would be needed to accommodate projected growth if current trends continue. This is an area roughly the size of the City of Henderson, but less land than was developed in the last decade. This assumes that household size remains stable, housing growth occurs primarily in single-family detached housing and very little redevelopment occurs. Incremental growth in employment in this scenario is focused in areas where most employment currently exists – retail, office, industrial and hotel/hospitality.
- Redevelopment occurs only in downtown, the Strip, and a few mixed-use centers.
- Housing is not located near existing schools and parks.
- Environmental resource use remains relatively high.
- Housing is primarily located on the fringe; the majority of housing units are single-family units, representing a mismatch with the future housing needs analysis. If growth continues consistent with recent patterns, new housing would likely be built along the outer edges of the region, particularly for multi-family or higher-density developments.

  Housing growth is likely to be concentrated to the far north and northwest of the metro area and new housing and jobs are not likely to be located close together. Transportation systems would continue to be auto-oriented. Almost 1,500 new miles of roads would be needed to accommodate the new development in the baseline scenario, at a cost of more than $7 billion.
- Most new employment land is on the fringe. Some existing corridor employment areas along the Strip and in downtown Las Vegas would grow, but new employment centers would likely develop at the region's outskirts. The baseline scenario also revealed that there is currently an excess of commercially-zoned properties along employment corridors, as well as a shortage of land for industrial uses.

Figure 11: Land Consumption Comparison

Figure 12: Base Case Scenario Development Types

suburban office park

arterial commercial

suburban residential

suburban multifamily

Figure 13: Preferred Land Use Vision Development Types

mixed-use corridor

compact neighborhood

town center

employment district

Preferred Land Use Vision: Improved Access and Opportunity

Using community input, Southern Nevada Strong developed a map (shown in **Figure 2** on page 10) to show how the regional vision might look on the ground and to visualize how our priorities can be reflected in the region's development pattern.

The Preferred Land Use Vision develops 55,000 acres, which is 12,000 acres less than the base case. The map shows the community's vision for where housing, jobs and transportation would be located in the future.

It is a communication tool with no regulatory function. It provides direction and focus for how we can craft local land-use and transportation programs, and ultimately local zoning code changes. This map is the starting point for community-level discussions about how to convert these regional policies into local action.

The vision shows a possible future for Southern Nevada in which:

- New growth occurs in existing neighborhoods and vacant and underused sites are redeveloped.
- Multiple modes of transportation – including walking, biking and transit – are available, safe and convenient.
- More people can live close to work because jobs, services and schools are located within easy reach of a variety of housing types for all budgets and preferences.
- Underutilized retail and industrial land along key corridors is repurposed and attracts small businesses and companies in targeted economic industries.
- Redevelopment occurs along future transit corridors, including North 5th Street, Maryland Parkway, Flamingo Road and Boulder Highway.
- The region's downtowns provide a variety of jobs and services for local residents, dense housing combined with vibrant commercial spaces, and new employment and workforce development opportunities.
- Through regional collaboration, schools are located in walkable and bikable communities.

During the scenario planning process, the planning team used indicators to communicate the benefits, impacts and tradeoffs of different policy choices and investments. As scenarios are tested and refined, we compare and evaluate them based on their indicator performance. Indicators may be related to new or emerging community goals or issues such as transit access, housing costs, or agricultural land preservation. In practice, this approach allows the public to visualize their region's future and track progress over time.

Table 5 shows key indicators for the preferred land use scenario for Southern Nevada Strong.

Table 5: Scenario Indicators

BASE CASE CHALLENGES	*In the Preferred Scenario...*	*Changes from the Base Case*
Most of the growth is at the "fringe," in single-use development types	• ***Transportation costs decrease*** *($3K less in annual transportation costs per household on average in central vs fringe areas)* • ***New infrastructure costs are less*** • ***Land consumption decreases*** *(-11K acres)*	• ***30% fewer housing units in suburban residential development types*** • ***18% fewer jobs in single-use employment types*** • ***Average annual household transportation costs are $3,000 less in central vs. fringe areas***
Few "mixed-use centers"	• ***Jobs/housing proximity improves*** • ***Transit supporting density increases*** • ***Pedestrian and bicycle access increases*** • ***Infill development increases*** *(Increase of ~700 acres)*	• ***51% of new housing units in mixed-use areas*** *(Only 24% in base case)* • ***19% of new jobs in mixed-use areas*** *(Only 8% in base case)* • ***16% of new housing within a ¼ mile of high-capacity transit*** *(only 9% in the base case)*
Low proximity of housing to existing schools and parks	• ***Better use of existing school facilities,*** *potential to expand or build within existing neighborhoods* • ***Support existing public amenities***	• ***26% more housing units within one mile of existing schools*** • ***21% more housing units within a ¼ mile of existing parks***
Fiscal efficiency	• ***Fewer road miles to build/maintain*** *(Road costs decrease 6%)* • ***Tax revenue increases*** *(Higher property values for commercial land, more housing units)*	• ***$600,000,000 cost savings in roadway infrastructure*** • ***Overall increase in fiscal efficiency***
Environmental resource use	• ***Reduced emissions and resource usage***	• ***11% decrease in energy use*** • ***11% decrease in carbon emissions*** • ***21% decrease in water use***

As compared with the base case scenario, the results show that the preferred land use scenario results in a built environment that provides more housing choice, better access to community amenities and transit options, and provides a more balanced approach to the siting of employment locations. Auxiliary benefits resulting from this new built form include fewer new roads to be constructed and a decrease in water and energy consumption.

4.2 CHALLENGES AND OPPORTUNITIES

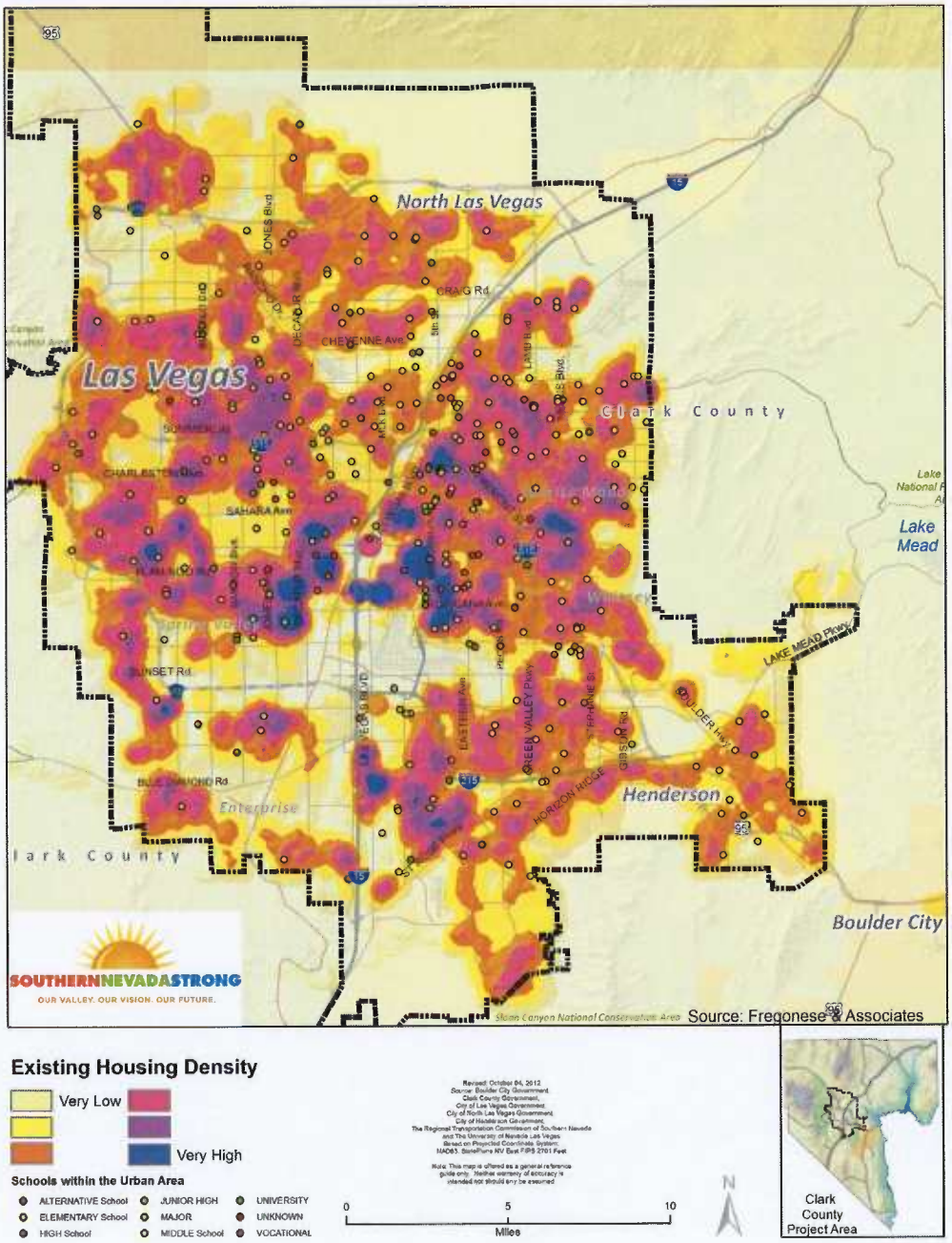
The work documented in this Plan theme was led by the Housing, Environment, and Healthy Communities Task Groups, which brought together a group of subject-matter experts and leaders from throughout the region. The SNS process gathered further input through workshops, open houses, interviews, focus groups and survey discussions. Analysis and public input consistently pointed the Task Groups to the following core challenges and opportunities that the region faces, and that this Plan theme addresses.

Public input was gathered through active participation in the Southern Nevada Strong planning process.

CHALLENGES	*Opportunities and Priorities*
Auto-Oriented Development Pattern: The region's growth patterns have focused on segregating uses and locating new development on the fringe, leading to disinvestment in the urban core, an overreliance on the car, and neighborhoods lacking services and amenities. According to Smart Growth America's Dangerous By Design 2014 report, the Las Vegas MSA ranks 8th in pedestrian deaths per 100,000 population at 1.85 from 2008–2012.	*Stabilize and strengthen existing neighborhoods through placemaking improvements by:* • *Increasing neighborhood engagement.* • *Developing housing and employment in mixed-use transit-oriented neighborhoods near job centers, schools and other services.* • *Initiating redevelopment activities along transit corridors that enhance ridership, promote livability and develop community character.*
Housing Choice, Efficiency and Diversity: If development continues as it has in the past, some housing types and neighborhoods that are available in competitor regions will not be available in the Las Vegas area. We will lose out economically if we cannot compete. Housing costs are unaffordable for half of renters and almost half of homeowners with a mortgage. Poor quality housing has a disproportional impact on residents of low-income areas.	*Encourage an adequate supply of housing with a range of price, density, ownership and building types by:* • *Maintaining an adequate supply of land with flexible zoning designations to meet the anticipated housing demand.* • *Developing housing to meet the needs of workers in future industry sectors.* • *Designing housing to meet the needs of residents with low mobility and/or disabilities.* • *Developing low-income and workforce housing in neighborhoods across the region.* • *Considering the needs of the aging population.* • *Educating and informing the population regarding housing choice, needs and rights.*
Lack of Access to Basic Services and Amenities: *Healthcare shortage:* Clark County has a low physician-to-population ratio compared to other counties in Nevada and in the U.S. (1:1,244 while the national benchmark for this ratio is 1:631.) *Food deserts:* There are 16 food deserts in Clark County. Convenience and fast food outlets are more accessible than grocery stores in several locations throughout the region. *Insufficient park access:* The region has one of the lowest parks-per-capita ratios in the country. Compared to other Intermountain West metropolitan areas, the region had the highest rate of diabetes, and people reporting fair or poor health. Residents were less likely to exercise than were residents of other Intermountain West communities.	*Support access to healthcare, healthy food, parks and community services by:* • *Developing new partnerships to enhance access to healthcare and community services.* • *Researching emerging issues and developing partnerships to improve access to affordable and healthy food options.* • *Prioritizing access to parks, open space, recreational facilities, and opportunities for physical exercise.*

CHALLENGES	*Opportunities and Priorities*
Neighborhood Safety And Health: Some neighborhoods experienced decades of disinvestment even before the Great Recession began, but Southern Nevada had disproportionately high foreclosure rates and one of the largest decreases in housing values related to the foreclosure crisis. The Southern Nevada region is characterized by regional inequalities, with community risk heavily concentrated in some neighborhoods. In addition, the region has higher than average rates of crime and substance abuse, which can have negative effects on neighborhoods.	*Improve neighborhood safety and protect residents from the harmful effects of pollution and hazardous materials by:* • *Developing policies to promote environmental health of housing.* • *Increasing the safety of neighborhoods, parks and open spaces.* • *Protecting community members from the harmful effects of pollution and hazardous materials, hazardous waste, and environmental contamination.* • *Prioritizing the cleanup and reuse of brownfield and grayfield sites.*
Resource Consumptive Development: Much of the region's development faces a negative perception, including poor building quality and a short life span. The climate demands energy efficiency and enhanced quality of construction suited for the desert environment. *Water supply:* Diminishing water supply is a threat to regional livability and the economic base. *Air quality:* Stemming from motor vehicles, construction, and commercial and industrial enterprises, air pollution challenges have grown in proportion to the population and economic growth in the valley. Las Vegas received an "F" for ozone levels from the American Lung Association and was labeled the 16th most ozone-polluted city. *Solid waste recovery:* Southern Nevada has one of the lowest recycling rates in the country.	*Promote resource-efficient land-use and development practices by:* • *Promoting sustainability in housing in the region to ensure a durable housing supply that will reduce housing costs for homeowners and renters.* • *Minimizing air pollutant emissions from stationary sources to reduce emissions and improve air quality to meet or exceed national ambient air quality standards and reduce greenhouse gas emissions.* • *Supporting compact development and regulations that help the Southern Nevada Water Authority achieve water conservation goals and encourage reduction in water consumption.* • *Increasing water quality and decreasing wastewater and dry weather urban runoff while encouraging recycled water reuse strategies that maximize Southern Nevada's return-flow credits from the Colorado River system.* • *Reducing regional and local energy demand.* • *Developing guidelines for the preservation of view corridors and restoration of natural resources.* • *Increasing the supply of regionally generated solar energy.* • *Increasing regional solid waste recovery and reducing landfill contributions.*

Figure 14: Southern Nevada Existing Housing Density



Auto-Oriented Development Pattern

The region's auto-oriented growth pattern has led to limited transportation options, long distances between where people work and where they live, and infrastructure that supports suburban residential development styles and is expensive to maintain. This growth pattern has also created a dangerous environment for pedestrians. The region ranks 13th most dangerous overall according to Smart Growth America's *Pedestrian Danger Index*.[42] Changing this development style will require new investment in existing neighborhoods and business districts.

Southern Nevada has seen limited infill development on previously developed land. The large supply of vacant land and abundance of suburban-style housing, retail, and employment development has made infill and redevelopment projects appear unnecessarily risky to financial backers and developers. Despite these challenges, renewed investment will be crucial to realizing the community's vision. Southern Nevada Strong has identified a series of "centers"

State and local leaders in communities and schools can support Walk to School and Safe Routes to School programs.

that would provide convenient access to shops, restaurants, and community-oriented services, such as day cares, libraries and meeting halls. There are shorter auto trips and more walking and bicycling in a center since residential and commercial areas are near each other. Centers often are the site for transit stations and bus route intersections.

Local governments, the development community, and philanthropic foundations will need to form strategic partnerships to build familiarity and effective processes to enable redevelopment. A strategy for success must include a coordinated approach to making redevelopment desirable and doable, including revisions to zoning code, identification of appropriate sites and incentives.

In addition to new communities, the preferred scenario envisions a portion of new growth occurring in the form of infill development, which is the integration of new or rehabilitated buildings into

existing urban areas. The SNS land-use scenario estimated that 51 percent of new housing units would take the form of infill or redevelopment. Infill can revitalize neighborhoods and main streets by providing new employment or housing and filling "gaps" in a streetscape.

Creating a strong market for infill development in Southern Nevada will require substantial planning, coordination and skill. The abundance of vacant land and the development community's comfort and familiarity with suburban-style development is a further disincentive to infill development.

Infill is usually a new concept. Financial lenders (both in Southern Nevada and around the country) tend to favor the tried-and-true methods of development. Consequently, like every city that has turned to infill as a growth and development strategy, Southern Nevada will have to build confidence and an understanding of good infill practices. Infill projects tend to occur at two scales: the large multi-phase project that can cover several blocks, and small, parcel-by-parcel projects.

- **Larger projects** make it possible to combine a collection of uses, such as housing and retail entertainment venues, which help diversify the project and reduce risk. Often these projects are initiated by local governments or redevelopment agencies that solicit developers and investors. Substantial public investment is usually needed, especially if the project takes place on a formerly polluted site or in a distressed area. The positive aspects of the larger-scale approach include delivering a collection of amenities under the umbrella of one project. These projects can change perceptions about an area and serve as the initial catalyst for more investment. The drawbacks to this approach are the substantial risk the public must bear, both financially and politically.
- **Small, parcel-by-parcel projects** add gradually to a community. Investors adaptively reuse existing buildings, add on to them, or build anew. Governments in the region also can play a role, usually through providing financing, development incentives, and technical assistance to individual developers. This can require just as much effort and attention by public agencies as the large infill project approach. Mobilizing small-scale capital projects is not a simple matter, and the risk for individual investors in those projects is not insubstantial. But the long-term yields of focusing on many small projects can potentially outperform the single large project approach.

The Role of Local Governments in Infill Development

Most likely, there will be a role for both large and small infill projects in Southern Nevada. But to achieve the vision, there will be a much more substantial need for small-scale investments throughout the region. The region's municipalities must facilitate those projects with advanced neighborhood planning, clear and predictable zoning regulations, and the right incentives and tools to get them started.

Brownfield remediation. Some properties are difficult to sell because of the presence of hazardous substances, pollutants or contaminants. These properties may be designated as brownfields based on federal criteria. Southern Nevada already has a brownfields program that uses federal Environmental Protection Agency (EPA) funds to mediate environmental damage on designated sites. Owners of properties that fit the criteria should be encouraged to participate in the program, particularly if properties are located on key sites identified by the small area planning process.

Land banking. As demand for infill projects increases, one strategy for encouraging the type of development described in this Plan is to fully utilize the land banking capabilities and authority of the area's Redevelopment Authorities (RDA). The land bank could establish a revolving fund from sale of properties to acquire and assemble parcels of sufficient size to be economically viable for development.

Fire and safety codes. One of the major hurdles for rehabilitating old structures is fire and safety codes. Cities that have spurred successful infill and redevelopment have brought representatives from fire and police agencies into the planning and permitting process to help identify ways to ensure fire and safety requirements are met in the most cost-effective manner. They are able to provide advice and guidance early in the process, when major decisions about project layout and design can be made without significantly increasing project costs.

Unified development code enforcement. The region can make infill development more attractive by encouraging robust code enforcement that holds property owners accountable for the physical condition and safety of their properties, and provides a means for remediating abandoned properties through code lien foreclosure. This only can be accomplished through persistent inspections, aggressive penalties, and the ability to enforce penalties for violations.

Development expertise. The lessons learned from a holistic approach to infill development include the need for a cadre of experts who understand the challenges of and solutions for infill development. A one-stop-shop for planning, permitting and project assistance is a crucial element of a good infill program. Furthermore, these experts should manage and provide a consolidated toolbox of incentives and assistance programs.

Catalyst projects and early wins. Finally, all of the parties involved in promoting infill, from the government, to citizens, to developers, must keep in mind that it will take time for some financial and community benefits to materialize. Early projects may require some public financial backing, and no one project can fill all the gaps in a main street or center. But as Southern Nevada builds the technical capacity for infill in both the private and public sectors, the process will become easier to replicate throughout the region.

"THE RUN-UP IN HOUSE PRICE WAS MUCH LARGER IN SOUTHERN NEVADA IN 2003–2006 THAN IN MUCH OF THE U.S.; CONSEQUENTLY, THE SUBSEQUENT DECLINE IN PRICES WAS LARGE AS WELL. MOREOVER, SOUTHERN NEVADA HAD A DISPROPORTIONATELY HIGH NUMBER OF HIGH-RISK LOANS, RESULTING IN EXCEEDINGLY HIGH FORECLOSURE RATES. EXCESS RESIDENTIAL AND COMMERCIAL REAL ESTATE CAPACITY GIVES LITTLE INCENTIVES FOR NEW DEVELOPMENTS, AND CAUSED A VIRTUAL CONSTRUCTION SECTOR COLLAPSE."

– *SOUTHERN NEVADA STRONG GRANT APPLICATION*

Housing Choice, Efficiency and Diversity

If development continues as it has in the past, some housing types and neighborhoods will be less available in the Las Vegas area than in competitor regions, limiting housing choice for Southern Nevadans. However, with well-planned and balanced housing, Southern Nevada residents will have homes that they can afford and they will be able to choose from a variety of housing styles, sizes and neighborhoods.

From a longer-term perspective, planning for increased housing diversity and affordability also means ensuring housing availability and affordability that will keep people in the region and help to attract new residents and jobs to the area. Creating housing options that answer the needs of Southern Nevada's diverse population, while sustaining and supporting existing neighborhoods, will result in a more prosperous, vibrant and inviting region.

Market Distortion

While new construction and sales of homes are still occurring, the housing market in Southern Nevada remains in a state of relative distortion, which unbalances housing supply and demand.[43] Some neighborhoods experienced decades of disinvestment even before the Great Recession began, but Southern Nevada had disproportionately high foreclosure rates and one of the largest decreases in housing values related to the foreclosure crisis.

The foreclosure crisis has been the most significant change in recent economic conditions in Clark County, with more than 100,000 foreclosures recorded since 2007.[44] The economic recession and widespread job losses make it difficult for residents to remain in and maintain their housing. Then, in 2013, there was a second upward spike in foreclosures, despite several prior years of quarterly decreases.

Low-income households have been particularly hard hit in the slow and unsteady climb out of the recession. At the same time, foreclosure and speculative investment activity have made it difficult for many Southern Nevadans to access the housing market, despite desires to do so. Uncertainty regarding timing for market stabilization continues to affect development and consumer decision-making.

The region has a lower than average rate of owner occupancy. The percentage of residents who own their housing units in the region is lower than the United States. According to the 2010 Census, 55 percent of occupied units are owner-occupied, compared with 65 percent nationally.

Affordable Housing and Equity

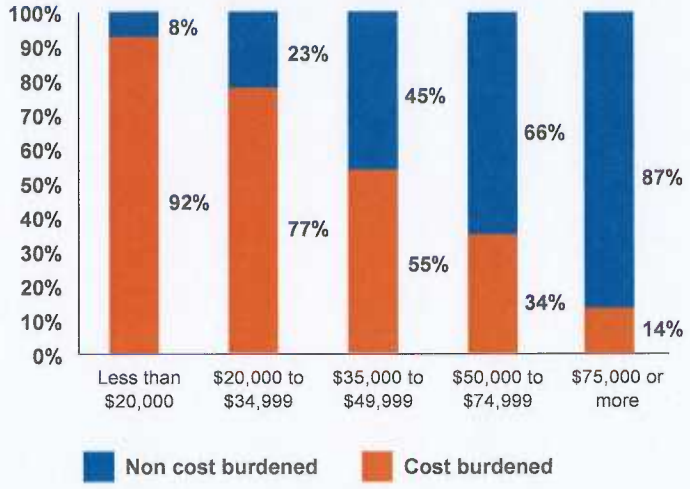
The affordable housing challenge faced by Southern Nevadans is different from that in many other regions. As is described later in this section, the region generally has high "by the numbers" affordability. However, the region is characterized by geographic inequalities, meaning community risk is heavily concentrated in some neighborhoods.

Building vertically is one way to reduce land consumption and provide housing options for all budgets.

As development continues at the outer edges of the region, neighborhoods and communities with low levels of income and education will become further isolated and disenfranchised. Without major investments in affordable housing or transit networks, access to critical services and employment opportunities is unlikely to improve for those communities.

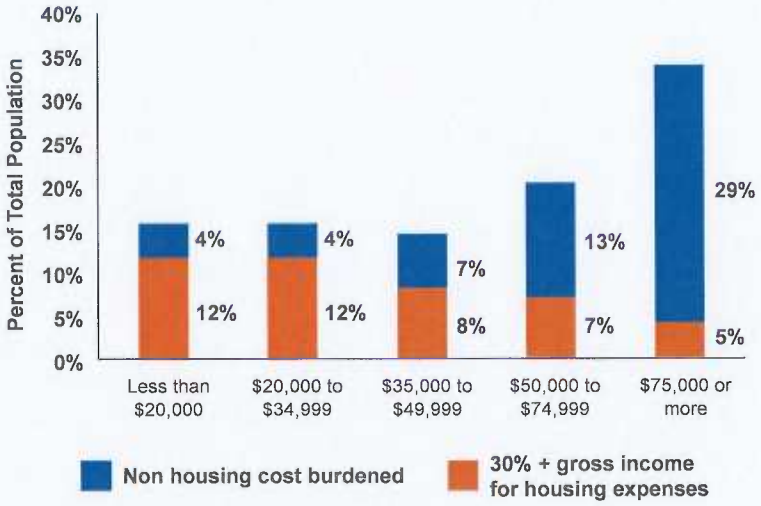
According to HUD, housing that costs 30 percent or less of the household's income is considered affordable.[45] Las Vegas housing is more affordable to the median income family than many other housing markets in western regions.[46] While housing is, by the numbers, more affordable in Southern Nevada than in many other regions, there are still many people for whom it is not affordable, and these are the most vulnerable of Las Vegas residents. Overall, housing costs are unaffordable for half of renters and almost half of homeowners with a mortgage.[47]

Figure 15: Percent of Residents by Income Category Who Spend More Than 30 Percent of Gross Income on Housing Costs



Source: American Community Survey, 2008-2012.

Figure 16: Percent of All Residents Who Spend More Than 30 Percent of Gross Income on Housing Costs, 2012



Source: American Community Survey, 2008-2012.

Figure 15 shows that the majority of people with incomes under $50,000 spend more than 30 percent of their income on housing costs.

Figure 16 shows the percent of residents in each income category that are cost burdened, and what percent of the total population they represent. For example, people earning less than $20,000 who are cost burdened represent about 12 percent of the total population of Southern Nevada.

More than any other single factor, income shapes a person's ability to avoid precarious or unsafe housing that includes substandard conditions, overcrowding, and unaffordable utility bills that limit residents' abilities to control indoor climate. In the future, neighborhoods with precarious housing are likely to remain isolated from higher-income areas, and the most vulnerable residents will continue to suffer the after-effects of the recession and foreclosure crisis.

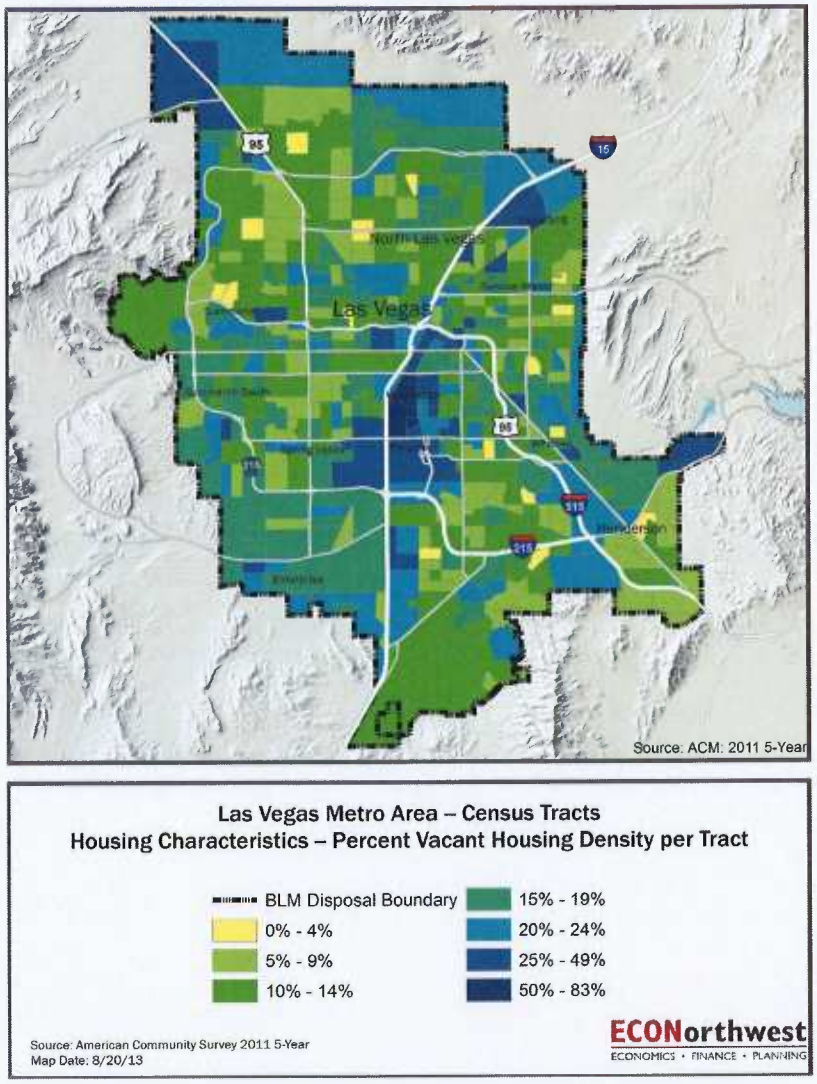
The capacity of the region's local governments to address these issues varies. Some local governments are able to deal with precarious housing by themselves; other local governments are not. Often, even capable governments have too few incentives or resources to

collaborate with their neighbors. Regions with active, responsive, and appropriate housing policies are more likely to have capacity to develop better mechanisms for forecasting future housing demand, and to meet their housing challenges earlier and more comprehensively. With these tools – capacity, foresight, early action, and comprehensive response – in place, regions are much more likely to reduce the worst impacts of stresses on their most vulnerable residents.[48]

Disinvestment

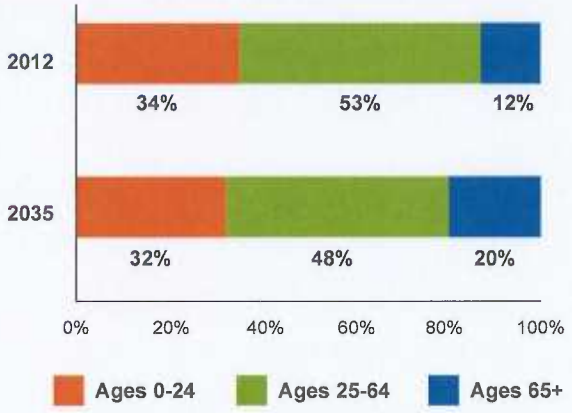
The percent of vacant units in Southern Nevada is higher than the United States as a whole. In 2012, 17 percent of housing units were vacant, compared with 13 percent nationally in 2010. The majority of vacant units were condominiums (18 percent), followed by apartments (13 percent), townhouses (12 percent), and single-family units (11 percent). **Figure 17** shows where the largest concentration of vacant housing exists. The substantial number of vacant units is concerning, as vacant units become vandalized or dilapidated, attract crime, contribute to neighborhood decline, and pose a threat to public safety.[49] Additionally, the cost burden of inspecting vacant units and mitigating unsafe conditions falls on local governments, which are already overburdened. Data from UNLV identifies nine zip codes in metropolitan Clark County that are at critically high risk for housing-related health hazards.

Figure 17: Southern Nevada Vacant Housing Density



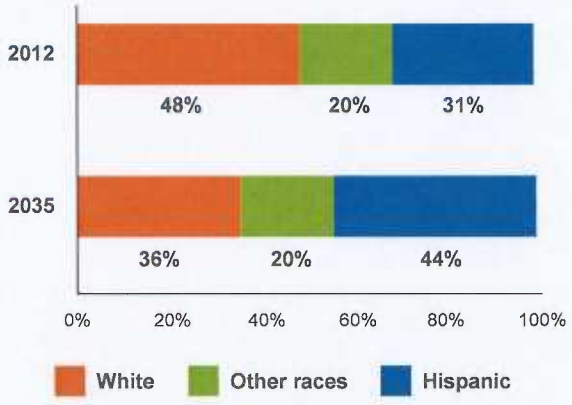
Neighborhood stability remains a pressing concern. Most home buying is taking place in the edges of the Las Vegas Valley, while investors are buying up properties in the core. As more and more homes in the downtown area are owned by

Figure 18: Age Makeup, 2012 (Estimated) and 2035 (Projected)



Source: Population Forecasts, Long Term Projections for Clark County, Nevada 2012–2035 Population Forecast, UNLV and American Community Survey, 2012.

Figure 19: Race and Ethnicity, 2012 (Estimated) and 2035 (Projected)



Source: Population Forecasts, Long Term Projections for Clark County, Nevada 2012–2035 Population Forecast, UNLV and American Community Survey, 2012.

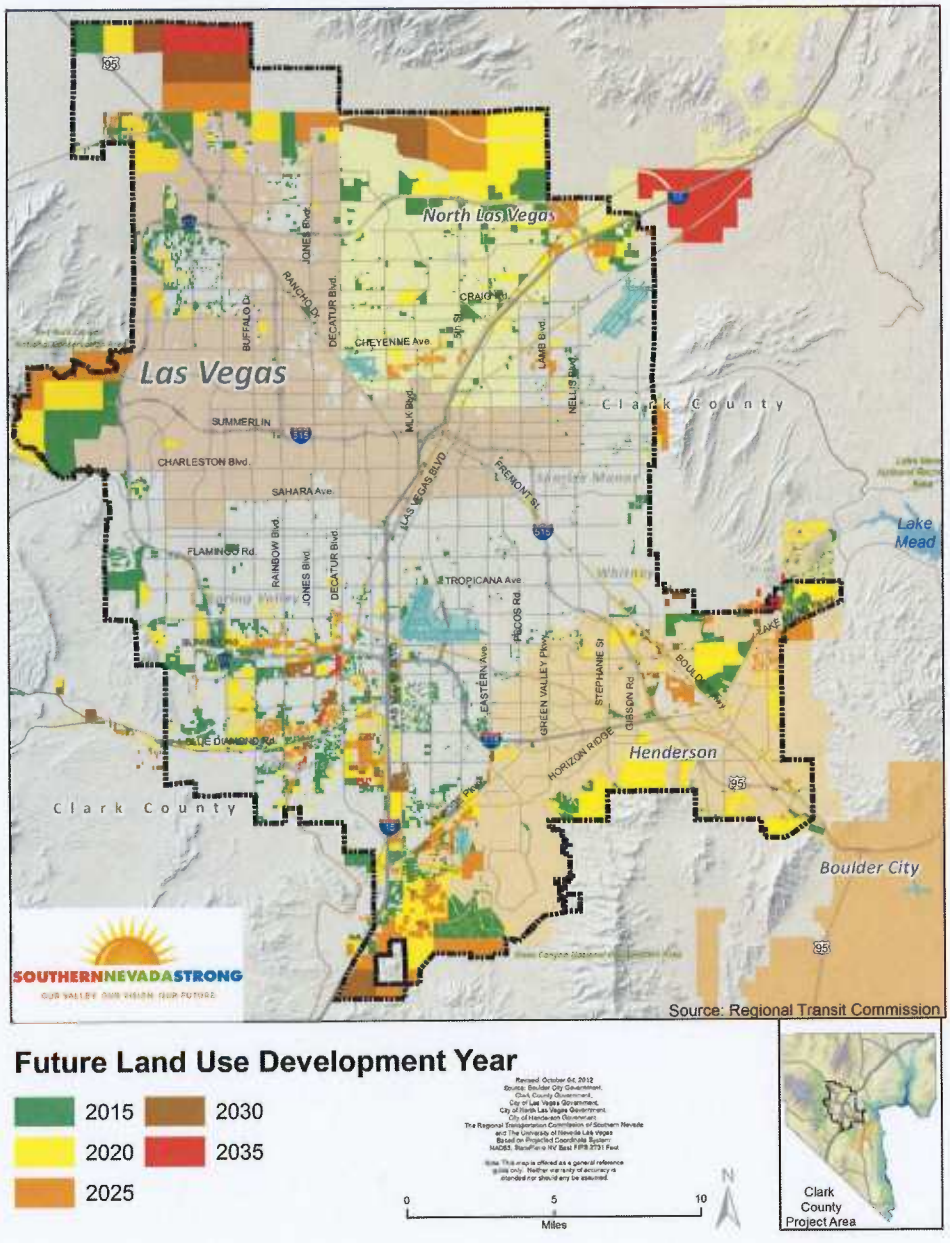
absentee landlords, the threat of urban decay is ever present. The key to stopping this is for landlords to make long-term investments in their properties, and for local governments to step up code enforcement to keep these neighborhoods viable.[50,51]

Future Housing Development

To address the challenges of market distortion, affordability and equity, and disinvestment and to meet the demands of our region's changing population; our housing market will need to offer different products in more diverse locations. By 2035, as shown in **Figure 18** and **Figure 19**, our population will be:

- **Larger.** UNLV's population forecast estimates an additional 835,000 people by 2035.
- **More diverse.** A majority of the population will be racial and ethnic minorities. Forty-four percent of all residents will be Hispanic, and 20 percent will be of a different (non-Caucasian) race. Over three-quarters of the new population will be Hispanic, due to the fact that much of the region's current Hispanic population is of childbearing age.
- **Older.** One in five residents will be over age 65, compared with one in eight in 2012. The region will need to accommodate an additional 330,000 people over the age of 65.

Figure 20: Future Land Development by Year



What does this mean for the future housing market?

According to the Bipartisan Policy Center report, there are a number of key national market dynamics that will affect housing demand in Las Vegas. In the long term, changing demographics, increasing transportation costs, and a changing economy could all drive major changes in housing demand:

- **Growth in the 65+ population will create new demands for affordable, accessible housing.** As the Baby Boomers age, they will require housing that is close to family and friends and can accommodate any disabilities and changing transportation demands. Specialized housing that caters to specific populations may be more desirable, such as assisted care, active living communities, homes for extended families, etc.
- **Seniors will be selling off more units than they can occupy.** Among adults entering their sixties, household sizes tend to decrease and few new households are forming, meaning that this generation will be releasing more housing units into the supply than it can absorb.
- **Echo Boomers/Millenials (age 17–30 in 2014) have held out longer in buying a home, because they have had wage stagnation and high unemployment.** They are more likely to rent longer, and may have different housing preferences.[53] They also are more racially and ethnically diverse than previous generations. Increasing population diversity could spur demand for less common housing types, including some that have limited availability in Southern Nevada currently, such as co-housing, cooperative housing, intergenerational arrangements, accessory dwelling units, attached single-family homes, etc.
- **Rental housing demand is likely to climb in coming years.** Given ongoing barriers to homeownership and limited ability for younger people to buy housing, there will be an increase in rental rates.
- **Homeownership rates among Black and Hispanic Americans have suffered significant setbacks, but there is still a strong desire among many to own a home.** Hispanics saw a strong increase in homeownership during the housing boom but lost all of these gains in the bust; their homeownership rate lags that of white non-Hispanics by 25 percent.[54]
- **Transportation costs will be a key factor when households consider where to locate.** Increasing transportation costs and available land within urbanized areas could increase the demand for infill development that is close to existing services. Successful development will require the region to overcome existing barriers to infill development.

"THE SELL-OFF OF SENIORS' FORMER HOUSING CREATES A POTENTIAL SUPPLY THAT WILL POTENTIALLY EXCEED YOUNGER ADULTS' EFFECTIVE DEMAND. AMERICAN COMMUNITIES FACE AN HISTORIC TIPPING POINT IN THE SOCIAL MAKE-UP AND ECONOMIC BASE OF THEIR HOUSING AND NEIGHBORHOODS."

— PITKIN AND MYERS, 2008 [52]

To evaluate how future demographics could change demand for housing, ECONorthwest estimated housing demand by 2035 based on expected changes in household size, housing preferences, and ability to own or rent a home.[55] Clark County is forecast to have about 344,000 new housing units by 2035. These units will be built more slowly, with nearly 15,000 units permitted per year, compared with the average of nearly 26,000 new dwellings permitted annually between 2000 and 2011.

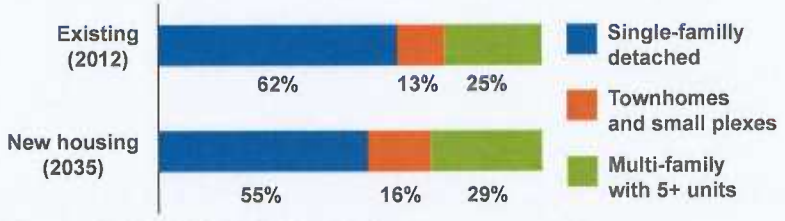
As shown in **Figure 21**, to meet future demand, new housing built between 2012 and 2035 would need to increasingly emphasize single-family attached and multi-family units.

As shown in **Figure 22**, nearly 190,000 units of the new housing developed in Southern Nevada would still be single-family; many of these units are already planned and some are under construction in master-planned communities that will be developed.

Importantly, however, the forecasts suggest changing trends: a marked increase in single-family attached and multi-family units. At the same time, with careful planning that accounts for the projected increased transit costs and changing housing preferences, much of this planned new single-family detached development could be directed to compact, walkable neighborhoods on small lots. If local governments develop a strategic focus, these areas could still be more compact and offer the range of housing types that are and will continue to be in demand.

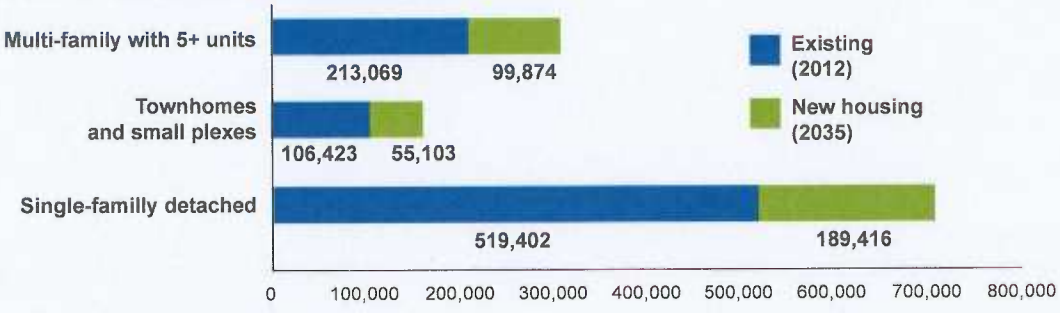
In the short term, single-family homes will continue to dominate new construction activity until available land in master-planned communities is developed and demand decreases for these units. In the longer-term, addressing the patterns of market distortion, inequality, and disinvestment in the region's housing stock will require increased focus on providing a wider range of housing types for all stages of life, including elderly, young professionals and millennials as well as a range of prices, in both existing and new neighborhoods.

Figure 21: Housing Distribution, Existing Housing in 2012 and New Housing by 2035



Source: ACS 2008-2012, ECONorthwest, 2013.

Figure 22: Existing and Estimated New Housing Needed by 2035



Source: ACS 2008-2012, ECONorthwest, 2013.

Facts on Aging in Place

- Aging residents want to stay in their current residence and their current community for as long as possible. In a survey conducted by AARP in 2010, three-quarters of respondents reported wanting to stay in their current residence as long as possible and two-thirds of respondents reported wanting to stay in their current community as long as possible (Keenan Ph.D.).
- Some people want to stay in their residence as they age because they cannot afford to move. One-quarter of respondents to the 2010 AARP survey reported needing to stay in their residence because of affordability issues associated with moving (Keenan Ph.D.).
- As people age, they want to be near where they need to go, such as grocery stores, doctor's offices, and the library. Two-thirds of respondents from the AARP reported being close to the things they need is extremely or very important (Keenan Ph.D.).
- "Between 2005 and 2020, for instance, the U.S. Census Bureau estimates that the population of persons age 50 to 64 will increase by 21 percent and the population age 65 and older by 33 percent. By comparison, the population under age 50 will only increase by four percent" (Kochera, Straight and Guterbock).
- Many people in the United States 50 and older report that their current home will not meet their physical needs as they age. In a survey conducted by AARP in 2004, half of the survey respondents reported that their home either would not or would only "somewhat" meet their physical needs as they grow older (Kochera, Straight and Guterbock).
- People over 50 who do not drive have lower levels of mobility than those who do drive (Kochera, Straight and Guterbock).
- The aging population needs affordable homes with doors wide enough for a walker or wheelchair, easy access in and out of the house (exterior stairs make entry and exit difficult), adequate lighting for safe cooking and other household activities. Aging people also need their home near public transportation and the products and services they need (Ball).
- Zoning makes it difficult for aging residents to stay in their community. Areas designated as single-family exclude older residents when they downsize from their current home

Facts on Aging in Place

because multi-family options are not available. Additionally, some zoning regulations do not allow family members to convert their garage or basement into an apartment for the aging family member (Ball).

- Without access to public transportation, loss of driving privileges end older residents' independence. Residents who lose their driving privileges as they age depend on different forms of transportation. If their community does not offer public transportation, these residents become dependent on others for their transportation needs (Ball).
- Older adults make up the fastest growing segment of the U.S. population, and as they retire and live longer on fixed incomes, the demand for quality, affordable, accessible housing in close proximity to services, and other amenities will only increase (Salomon).
- Retirement patterns have changed dramatically since the mid-1980s (Quinn, C//// ahill and Glandrea).
- The majority of Americans no longer retire all at once. Instead, workers retire gradually, in stages, utilizing bridge jobs between full-time career employment and complete labor force withdrawal (Quinn, Cahill and Glandrea).
- The percentage of population 55 and older continuing to work is projected to increase by 2022. In 2012, 20 percent of the civilian workforce was comprised of workers 55 and older. By 2022, 55 and older workers are projected to account for 26 percent of the civilian workforce or 5.7 million workers (Bureau of Labor Statistics).

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Lack of Access to Basic Services and Amenities

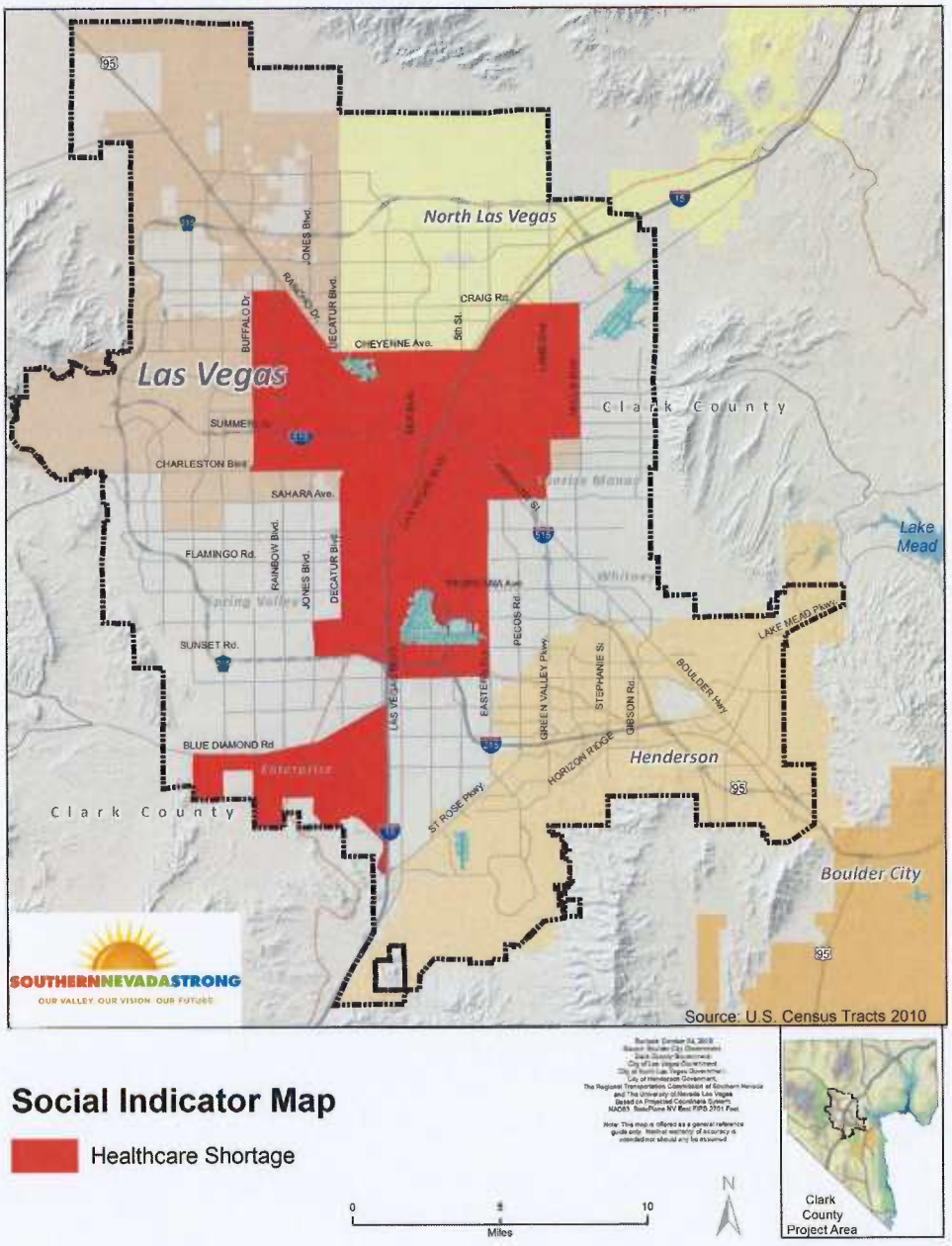
Homelessness

Clark County estimates that 33,882 persons experience homelessness annually in Clark County. The 2013 Homeless Census counted 7,355 people, about 60 percent of whom were not located in shelters. The majority of homeless individuals in Clark County were white males between the ages of 31 and 60. Fifty-three percent of survey respondents cited job loss as one of the primary reasons for their current episode of homelessness. Homelessness, substance abuse, and health issues often go hand-in-hand. For people who are already struggling to pay their bills, the onset or exacerbation of an addiction or health issue may cause them to lose their housing. Thirty-five percent of all survey respondents reported that they had a disabling condition in 2013. Twelve percent of survey respondents reported alcohol or drug use as the primary cause of their homelessness.[56]

Healthcare Access

Regular healthcare access improves the individual's chances of living a longer and healthier life.[57] Regular health exams can help find problems before they start or find problems early when treatment is often most effective. Clark County has a low physician-to-population ratio compared to other counties in Nevada and compared to the national average (1:1,244, while the national benchmark for this ratio is 1:631.) The consequences of this to the community is delayed care to residents. In addition, it may force some residents to access medical care through the emergency department instead of through a primary care physician who is better equipped to serve the patient long-term.[58] Clark County has both Medically Underserved Areas and Medically Underserved Populations and significant sections of the county are formally designated as Health Profession Shortage Areas, shown in **Figure 23**.

Figure 23: Healthcare Shortage Areas in Southern Nevada

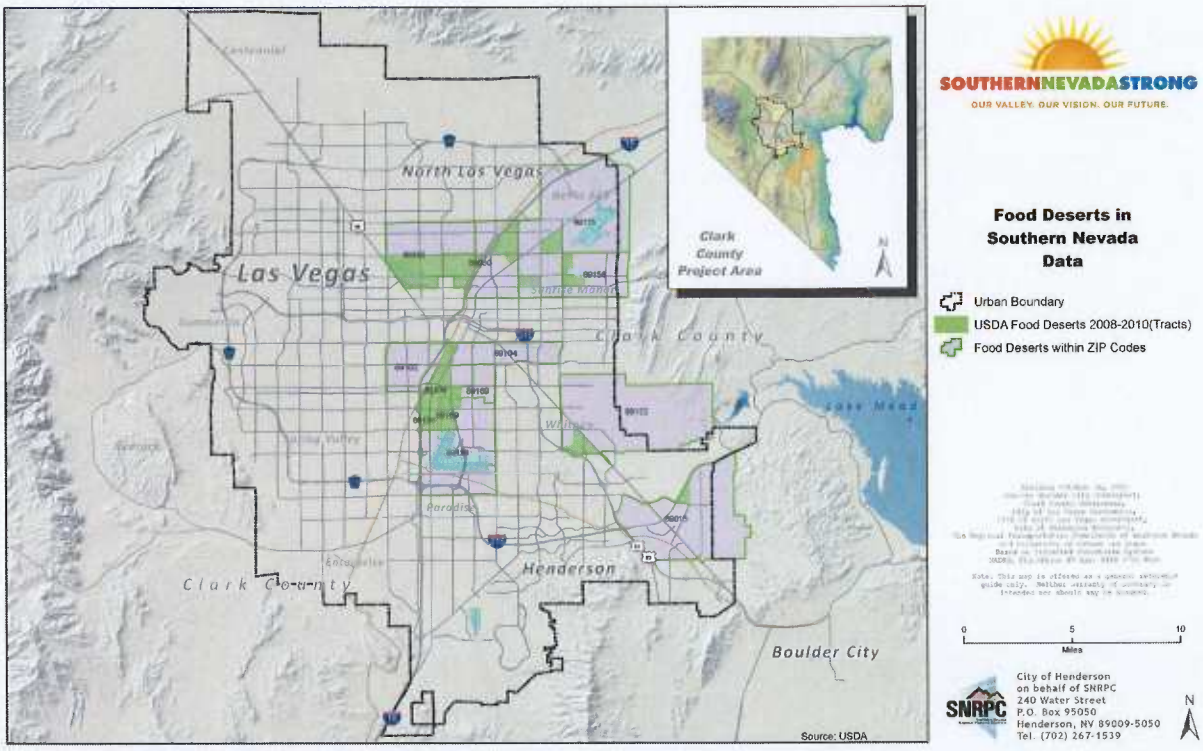


Food Access

When people have access to grocery stores, they are less likely to be overweight, but when they have better access to convenience stores they are more likely to be overweight.[59] There are 16 food deserts in Clark County, as shown in **Figure 24**. The USDA qualifies a food desert as a census tract in which at least 33 percent of the population, or a minimum of 500 people, live more than one mile from a supermarket or large grocery store. Lack of access to healthy food contributes to a poor diet, obesity, and other related chronic diseases such as heart disease and diabetes. [60]

Convenience and fast food outlets are more accessible than grocery stores in several locations throughout the region. Of all restaurants in Clark County, 59 percent are classified as fast food by the North American Industrial Classification System. This is much higher than the national benchmark of 25 percent but similar to other counties in the Intermountain West. [61]

Figure 24: Food Deserts in Southern Nevada



Safe Access to Recreational Opportunities

The Las Vegas Valley has one of the lowest parks-per-capita ratios in the country: 2.6 park acres per 1,000 residents, compared to the nationally recommended ratio of 10 park acres per 1,000 residents. Compared to other Intermountain West metropolitan areas, Clark County had the highest rate of diabetes and of people reporting fair or poor health.

Table 6 shows the prevalence rates of diabetes and obesity for the counties that include Las Vegas, Phoenix, Denver and Salt Lake City. It also includes the national rates of each disease. The prevalence of diabetes in Clark County exceeds that of the other Intermountain West counties shown here and that of the nation. It also has a relatively high rate of obesity.

Those reporting fair or poor health had about seven more annual medical provider visits than those reporting good health and about eight more visits than those reporting very good or excellent health.[62] Residents were less likely to exercise than residents of other Intermountain West communities.

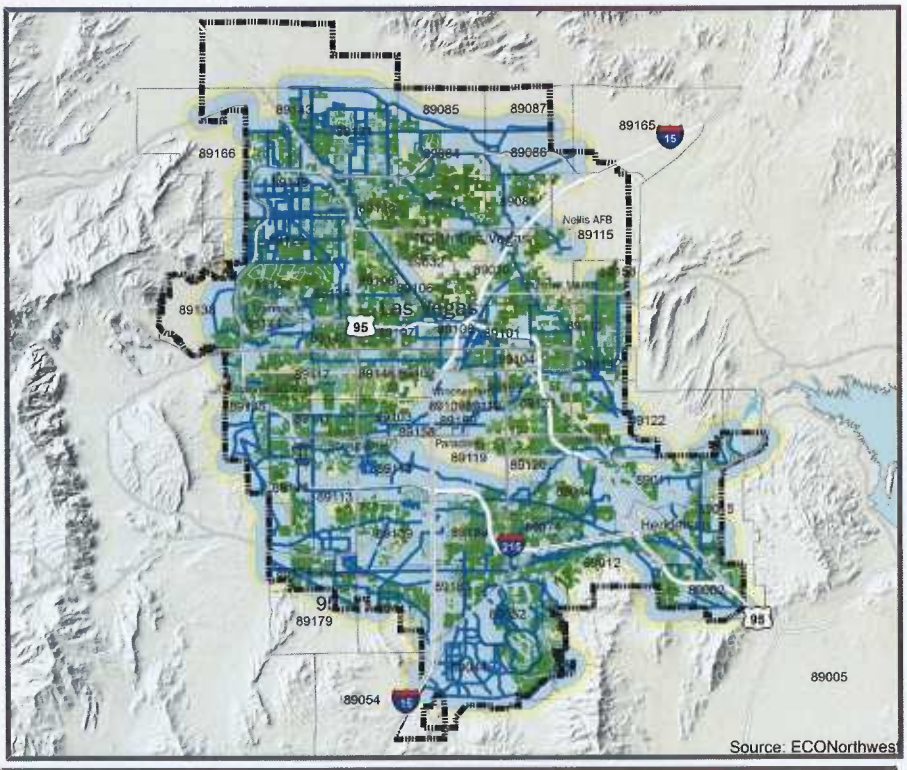
Table 6: Prevalence of Diabetes and Obesity, 2010

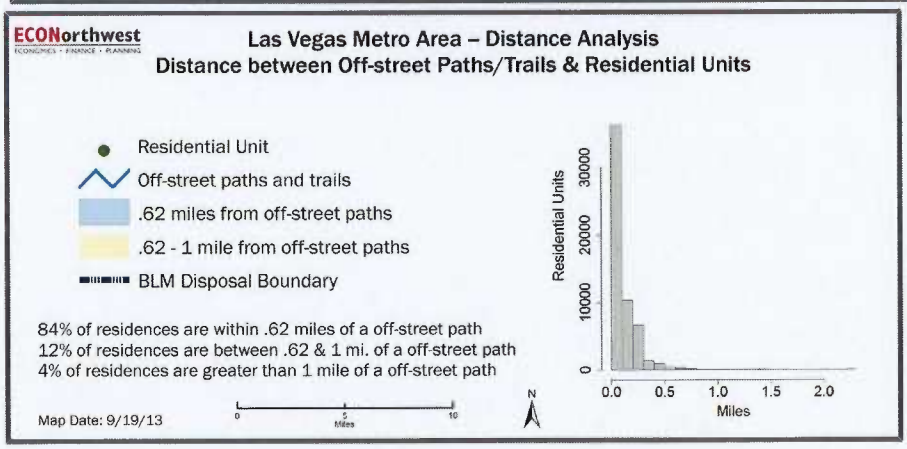
	Prevalence of Diabetes	Prevalence of Obesity
Clark County, NV	8.5%	21%
Maricopa County, AZ	8.0%	19%
Denver County, CO	5.9%	14%
Salt Lake County, UT	5.3%	21%
Nation	8.3%	35%

Source: CDC, 2010.

Siting more parks within easy walking or biking distance or a short transit ride from residential neighborhoods will contribute positively to the health of the region's residents.

Figure 25: Distance Between Walking Paths and Residences





Neighborhood Safety and Health

The way our built environment is designed can influence public health. The transportation system provides opportunities for exercise, influences our exposure to air pollution, addresses physical safety and more. The public sector has the ability to:

- Protect environmental quality;
- Create complete neighborhoods with housing for all ages;
- Reduce the community's exposure to environmental hazards;
- Create public spaces that promote physical activity and social cohesion;
- Support educational and occupational opportunities;
- Encourage healthy foods and services that are physically, economically and culturally accessible.

Southern Nevada has key risk factors related to public health including substance abuse, mental health issues, crime, and environmental health issues like brownfields.

Substance Abuse and Mental Health

The region has higher than average rates of drug and alcohol use than national averages, as shown in **Table 7**. In the 2012 national survey, about 17 percent of Southern Nevada residents had used illicit drugs in the past year.

Between 2005–2010, about 10 percent of persons ages 12 or older were classified as having a substance abuse disorder in the region, as compared to nine percent nationwide.[63]

Between 2005 and 2010, about eight percent of persons ages 18 or older were classified as having a major depressive episode, as compared to 6.6 percent nationwide.[64]

Crime

Crime can impact neighborhoods by creating a sense of insecurity and can lead to disinvestment. The region's violent crime rate was 80 percent higher than the national rate at 697 crimes per 100,000 people (compared with 387 per 100,000 people nationally). Property crimes are slightly above average at 2,966 per 100,000 people in the Southern Nevada region (compared with 2,859 per 100,000 people nationally).[65]

Brownfields

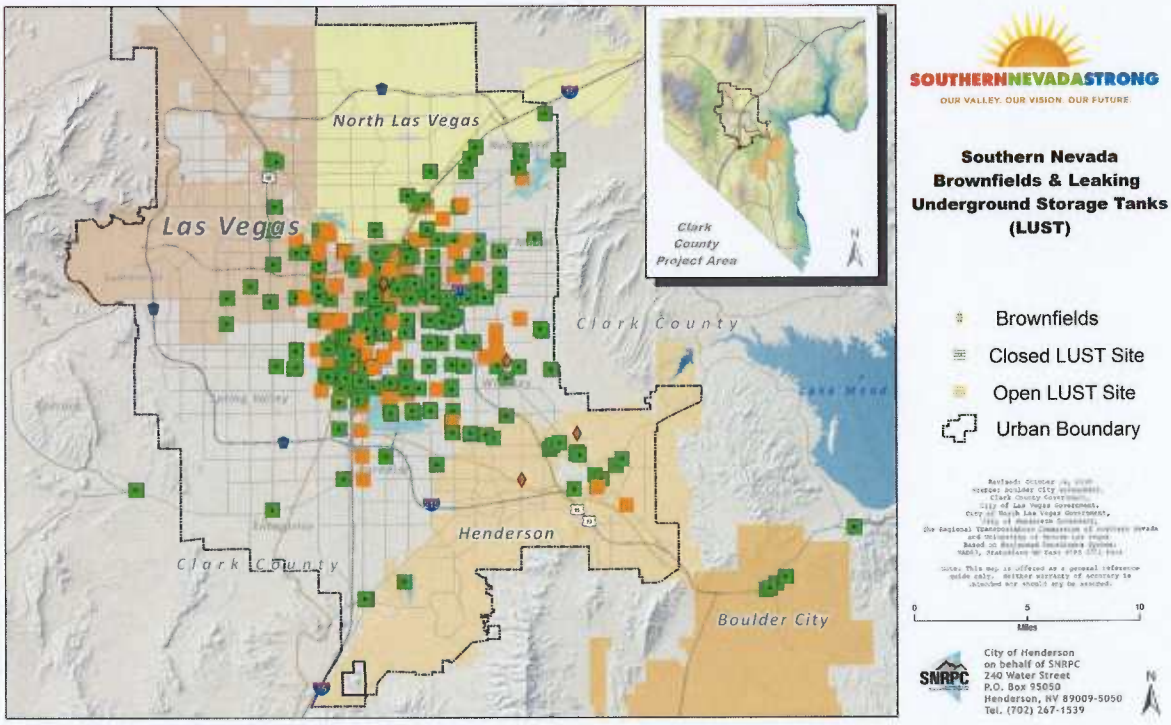
The region has a number of brownfields, which can impact public health at the site level. A brownfield site is any real property, the redevelopment or reuse of which may be complicated by the presence or potential presence of a contaminant, such as hazardous waste and/or petroleum. As shown in **Figure 26**, the region has approximately 165 brownfield sites, of which many are leaking underground storage tank (LUST) sites.[66,67]

Table 7: Drug Use in Southern Nevada Compared with U.S.

	Las Vegas MSA	U.S.
Any illicit drug (past year)	16.8%	14.7%
Binge alcohol (past year)	25.6%	23.2%
Unprescribed prescription-type pain relievers (past year)	6.7%	4.9%
Cigarettes (past month)	24.1%	23.2%

Source: National Survey on Drug Use and Health – Las Vegas-Paradise MSA. Substance Abuse and Mental Health Services Administration. http://www.samhsa.gov/data/NSDUHMetroBriefReports/NSDUH-Metro-Las-Vegas.pdf

Figure 26: Brownfields in Southern Nevada



Source: Nevada Department of Environmental Protection.

Resource Consumptive Development

Over time, Southern Nevada has been a powerful growth engine. The fact that growth has been relatively under-regulated contributes to the environmental concerns confronting the region. In addition, the region is located in a valley with one of the world's most arid climates with very little rainfall; increasing the pressure on local environmental resources. This calls for comprehensive, long-term thinking and planning to account for environmental impacts and environmental health, emphasizing ways to mitigate impacts on the environmental resources upon which we rely.

High-Quality, Resource-Efficient Housing and Development

Southern Nevada's climate demands energy efficiency and enhanced quality of construction suited for the desert environment. By doubling the current "lifespan" of construction (25 to 50 years), the tax base and neighborhoods could remain stable longer. The region also could consider developing shared renewable energy and energy-efficient models for higher density neighborhoods and public spaces, including solar charging stations and NetZero cooling stations. This would enhance the energy efficiency of housing and create oases within and between neighborhoods to make walking, biking and access to public transportation more viable during extreme summer temperatures.

Water Supply and Conservation

Since annual rainfall averages less than four inches per year (according to UNLV's Existing Conditions Report produced for Southern Nevada Strong in 2012), Southern Nevada depends upon the Colorado River for its water supply. Diminishing water supply is a threat to regional livability and the economic base. The region only draws about three percent of the Colorado River's total flow, but that accounts for almost 97 percent of the region's entire supply.[68] The U.S. Bureau of Reclamation forecasts that Colorado River flows will be lower by 2050.[69] Hydrologists estimate that there is a 50 percent chance that Lake Mead will be dry by 2021 if drought conditions persist.[70] Already, reduced snowfall and runoff from the Rocky Mountains has lowered Lake Mead's water level by about 100 feet since 2000.[71]

The region has long used conservation efforts to curb water use. In 1997, the SNWA created a water resource plan that identified water management strategies that reduced water consumption by more than five percent between 1996 and 2000. However, after consumption rates grew and conservation measures began to falter, SNWA released a conservation plan in 2004 that established rebate incentive programs focusing on xeric landscapes, irrigation clocks, and water-efficient technologies. It also introduced regulatory programs including water use ordinances, development codes, and drought watering policies aimed at curbing water misuse. In addition, SNWA designed public education and outreach programs to promote a water conservation culture.[72]

Air Quality

Air pollution challenges stemming from motor vehicles, construction, and commercial and industrial enterprises, have grown in proportion to the population and economic growth in the valley. The region's geography presents a unique problem in terms of maintaining high air quality. Surrounding mountains create a bowl, which

frequently traps pollutants like ozone and particulate matter. In addition, regional air quality deterioration is due, in part, to increasing amounts of pollution produced by the growth in vehicle miles traveled and traffic congestion that accompanies sprawl, which has led to the RTC naming the improvement of air quality as a primary goal.[73]

Although Clark County recently achieved attainment status by the U.S. Environmental Protection Agency (EPA) for two air pollutants: particulate matter (PM10) and ozone, the region should continue to closely monitor air quality. This improvement may be due to the slowdown in the construction industry over the last several years and as the economy recovers, these pollutants may worsen. Las Vegas received an "F" for ozone levels from the American Lung Association and was labeled the 16th most ozone-polluted city. Ozone can cause acute respiratory problems, contribute to increased hospital admissions and emergency room visits, and impair the body's immune system defenses, making people more susceptible to respiratory illnesses, including bronchitis and pneumonia.[74]

Energy Supply

Southern Nevada has untapped potential in renewable energy markets, and currently only generates less than 10 percent of energy from renewable forms such as solar, geothermal, biomass and hydrological sources. Nevada uses less coal for electricity production than the country. In 2011, the EPA reported 16 percent of electricity production from coal for Nevada, compared with over 40 percent for the U.S. as a whole.

The region is a leader in green building technology and features CityCenter, the largest LEED certified project in the U.S.. New housing stock of the region is more efficient in its energy use than the older housing stock and includes the use of Energy Star appliances and high SEER-rated A/C units. A recent study shows that climate control in warmer climate regions can be more energy-efficient because cooling uses less energy than heating.

Solid Waste Recovery

The valley has one of the lowest recycling rates in the nation. According to the Nevada Division of Environmental Protection (NDEP), Clark County recycled only 22 percent of its municipal solid waste (MSW) in 2011, compared to 34.1 percent nationally. EPA's national solid waste goal is to recycle 35 percent of the waste stream.

Recycling creates new businesses that haul, process and broker recovered materials, as well as companies that manufacture and distribute products made with these recycled materials. The recycling and reuse industry generates billions in federal, state and local tax revenues (estimated at $12.9 billion in 2001). The amount of energy saved differs by material, but almost all recycling processes achieve significant energy savings compared to virgin material production. For example, recycling of aluminum cans saves 95 percent of the energy required to make the same amount of aluminum from virgin sources. Each can that is recycled generates enough energy to run a television or computer for three hours.

4.3 GOALS AND POLICY STRATEGIES

This section details the **goals, objectives and actions that support investments in complete communities** and will move Southern Nevada toward the vision.

- **Goals** are the big overarching ideas, changes, or practices that are essential to realize the community's vision.
- **Objectives** establish specific, measurable goals that guide how the Plan is implemented in a way that will achieve the vsion.
- **Strategies** outline the steps needed to achieve the objectives.

Goal 1. Stabilize and strengthen existing neighborhoods through placemaking improvements.

Objective 1.1

Increase neighborhood engagement.

1.1.1 Working with local jurisdiction code enforcement and outreach coordinators, develop neighborhood outreach plans to address community issues and provide resources for homeowner investments.

1.1.2 Continue to reach out to key landowners and developers to gain support for the preferred land use map and to coordinate redevelopment of key sites.

1.1.3 Foster new relationships between neighborhood leaders and businesses to identify incentives for businesses to support neighborhood identity and commitment.

Achieving the Vision Through Strategic Land Use

Since the way we use land profoundly influences how we live, work and play, **this document touches on many aspects of the region's land-use planning.** The goals and policies included in Chapters 3, 4 and 5 will guide the design of the valley's regulatory system, including the zoning code, rules governing the subdivision of land, the interaction of land use and transportation and economic development.

The Plan also recommends strategies that should be pursued in the first few years following Plan adoption. These strategies are found in the Implementation Matrix.

Objective 1.2

Develop housing and employment in mixed-use transit-oriented neighborhoods near job centers, schools and other services.

1.2.1 Develop regional goals and standards that aim to reduce transportation costs and provide increased mobility in neighborhoods to everyday amenities, such as grocery stores, offices and schools.

1.2.2 Consider development standards to reduce impediments to pedestrian access, such as block walls, cul-de-sacs, fencing and other obstacles that require the unnecessary use of a vehicle to travel short distances to otherwise adjacent uses, or consider including pedestrian access in the subdivision approval process.

1.2.3 Develop a toolkit, in collaboration with area economic development and real estate organizations and other institutions, that supports mixed-use development.

1.2.4 Identify opportunities to implement applicable incentives, including tax credits and other programs to support catalytic mixed-use projects.

1.2.5 Partner with local healthcare and educational institutions to encourage the development of attractive, high-quality housing, and supporting businesses and services that support and are supported by higher education, medical or hospital districts.

1.2.6 Encourage common licensing and development policies among local governments.

Objective 1.3

Initiate redevelopment activities along transit corridors that enhance ridership, promote livability, and develop community character.

1.3.1 Identify and fund infrastructure investments that enable and support increased housing and employment density along key transit corridors.

1.3.2 Provide technical assistance to local jurisdictions, such as model zoning overlays, for transit-oriented development.

1.3.3 Pursue a pilot program to purchase deteriorated homes and redevelop them into public amenities, such as parks, to curb the process of deterioration of aging neighborhoods and attract additional reinvestment.

1.3.4 Reduce negative impacts associated with redevelopment, such as displacement, by working closely with community members and developers to plan for a range of housing products for all stages of life and incomes.

1.3.5 Work with local governments and redevelopment agencies to acquire key parcels for transit-oriented development.

1.3.6 Increase or develop incentives on land use (e.g., FAR increases, parking reductions, etc.) to attract more compact development and allow the efficient movement of pedestrians, bicyclists, buses and motor vehicles within, to and through the area.

1.3.7 Consider revising and adopting minimum parking standards.

Goal 2: Encourage an adequate supply of housing with a range of price, density, ownership, size and building types.

Objective 2.1

Maintain an adequate supply of land with flexible zoning designations to meet the anticipated housing demand.

2.1.1 Establish and maintain a regional forecast of housing needs and set periodic goals for housing supply, based on population projections.

2.1.2 Monitor and disseminate information about regional housing development activity, developable land supply, residential zoning capacity, owner-occupancy rates, and use of zoning waivers to inform progress toward housing goals and to enable midcourse adjustments.

2.1.3 Educate elected officials, citizen organizations and the public on the housing needs and diversity of Southern Nevada's residents, and create a plan to provide quality housing for all residents regardless of income or stage of life.

2.1.4 Support rural communities and small towns to ensure long-term economic sustainability.

2.1.5 Encourage updates to the housing elements of local master plans to align with housing demand.

Objective 2.2

Develop housing to meet the needs of workers in future industry sectors.

2.2.1 Diversify housing options to meet the needs of local talent and the workforce. Increase the supply of high-quality, multi-family (condominium) housing in the region's commercial cores and mixed-use commercial areas.

Opportunities And Challenges For The Home Building Community

BY THE SOUTHERN NEVADA HOME BUILDERS ASSOCIATION

The home building industry in Southern Nevada is committed to pursuing reasonable and market-driven strategies to achieve the unified vision of the Southern Nevada Strong Regional Plan. Southern Nevada homebuilders recognize the benefits and embrace the goals of the SNS Plan and the enhancements they will provide to the Southern Nevada community. The SNS Plan represents a unique opportunity for homebuilders to provide inclusive communities with good access to housing, healthcare and vital services, while fostering the efficient use of scarce natural resources. With that opportunity come challenges that need to be addressed in order for the vision to become fully realized. Some of those challenges along with suggested strategies to address them are described below.

CHALLENGE 1:

Appraisal practices that do not include added value to new homes in regard to their safety and energy efficiencies resulting in higher construction costs for energy efficiency, since the appraised value doesn't reflect the investment of energy savings and safety features and their benefits to the homeowner.

Suggested Strategies:

1. Educate local appraisers and lenders on the benefits of green building features. There are national programs available that recognize the necessity of green building appraisal certifications and specific rating sheets to gain comparable appraisal and lending values, such as NAHBGreen (National Association of Home Builders) and the Appraisal Institute (the Professional Organization for Appraisal Professionals).
2. Investigate opportunities for changes to State legislation to encourage state certifications for green building appraisers and lending practices.

CHALLENGE 2:

Rising insurance costs, and existing defect lawsuits, associated with Nevada's construction defect laws that inhibit the development of single–family homes, townhomes, and condominiums.

Suggested Strategies:

1. Work with legislators and local governments to bring needed reform to existing construction defect laws with the goal of inhibiting unwarranted lawsuits in the cases of perceived defects in single family residences, condominiums and townhome structures.
2. Promote and incentivize quality housing design that meets the needs of its users, enhances the neighborhood and is built to last.
3. Encourage local governments to provide adequate zoning for the development of townhomes and condominiums to meet the needs of a segment of the population that desires this form of dwelling.

Opportunities And Challenges For The Home Building Community

BY THE SOUTHERN NEVADA HOME BUILDERS ASSOCIATION

CHALLENGE 3:

Added costs of infill projects can make them unprofitable for the homebuilder. Infill projects are often more expensive due to higher land costs in urban areas, higher construction costs of developing on lots surrounded by existing development, a longer permitting time due to regulatory barriers, and inadequate accessibility and infrastructure of infill parcels.

Suggested Strategies:

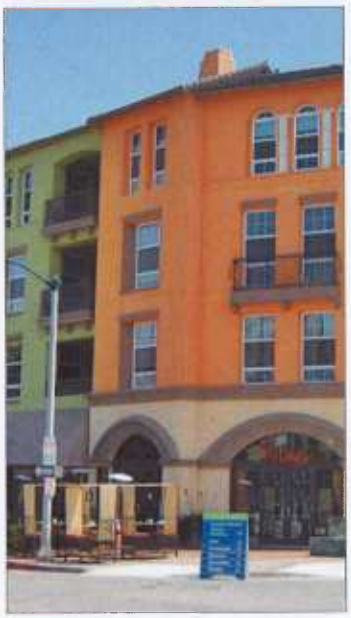
1. Use the Regional Plan to demonstrate support for and guidance to encourage and prioritize development in infill areas, including providing incentives to homebuilders without sacrificing construction standards and safety.
2. Promote the benefits of infill projects with the community and decision making bodies during the development review process and work with local governments to ensure that the process for reviewing site-specific land development applications is reasonable, predictable and fair for applicants, local governments and the surrounding community.
3. Encourage relevant planning agencies to allow infill development that complies with the policies and regulations established by the local government without unreasonable oversight and added conditions.

CHALLENGE 4:

Continuing increases in construction and land costs, as well as additional costs derived from neighborhood opposition (such as additional meetings, notices, and plan revisions), when building and providing for affordable, mixed income housing.

Suggested Strategies:

1. Allow local governments to take a leadership role in advocating for affordable housing, mixed income housing, Transit Oriented Development, and Inclusive Communities for people of all incomes.
2. Participate in education processes with elected officials, citizen organizations and the public on the housing needs and diversity of Southern Nevada. This includes creating a plan to provide quality housing for all residents regardless of income, which is a goal of the Regional Plan.
3. Encourage local governments to adopt land use, building codes, and zoning regulations that allow a mix of housing types and do not make it cost-prohibitive to do so.
4. Work with local governments to remove barriers and avoid creating new barriers that impede innovative land-use planning techniques, especially related to affordable housing developments.



Objective 2.3

Consider the needs of residents with low mobility and/or disabilities.

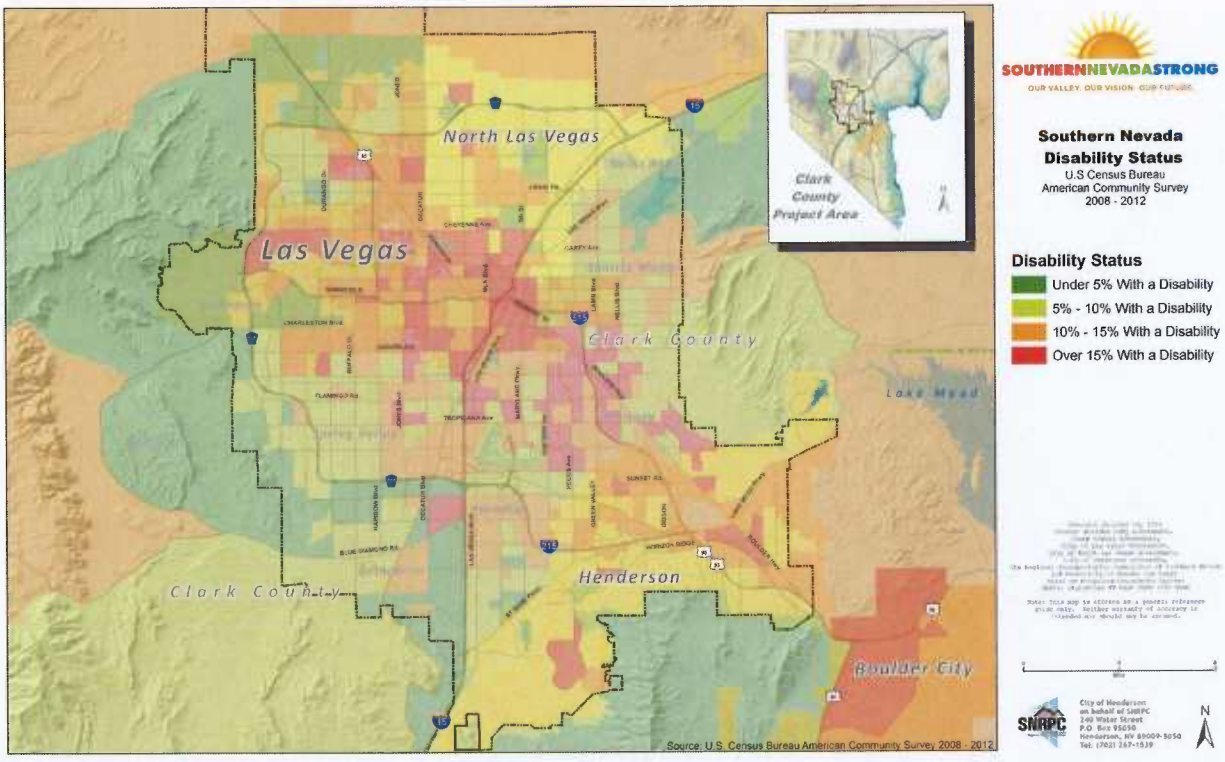
2.3.1 Research and analyze the needs of people with limited mobility, including identifying where they currently live, what types of housing products and community features they need, and ideal locations for improvements in order to increase self-sufficiency and integration with the community.

Figure 27 shows that people with disability status live throughout the valley.

2.3.2 Create development incentives for new residential construction and to rehabilitate existing housing to meet universal and visitability design standards.

2.3.3 Support existing boards and committees to evaluate plans, codes and policies to ensure that the needs of individuals with disabilities are addressed as part of the approval process.

Figure 27: County Residents with Disabilities



Objective 2.4

Develop low-income and workforce housing in neighborhoods across the region.

2.4.1 Encourage local governments to adopt land use, building codes, and zoning regulations that allow a mix of housing types that serve people from a variety of income levels, including single-family homes, cottage homes, townhomes, condominiums and apartments.

2.4.2 Consider developing standards to allow for micro-units (200–400 square feet per person) that allow reasonable rents for low-income people and remove inefficient use of space in traditional homes.

2.4.3 Work with for-profit and non-profit developers to encourage new mixed-income developments across the region that can provide easy access to employment centers, family support systems, shopping, public transportation and recreational facilities.

2.4.4 Conduct outreach with local businesses to develop Employer Assisted Housing (EAH) programs in which major employers provide incentives for their employees to live nearby.

2.4.5 Identify funding sources to support affordable housing to reach Energy Efficient and NetZero standards, and generate surplus.

2.4.6 Pursue grants and other sources of funding such as HOME Investment Partnership funds to rehabilitate affordable housing for rent or homeownership, including performing energy upgrades on homes to meet local codes and home energy rating improvements.

2.4.7 Working through the SNRPC and with the Southern Nevada caucus of the State Legislature, ensure an adequate supply of homeless housing is distributed throughout the region in ways that meet the needs of vulnerable populations.

Objective 2.5

Educate and inform the population regarding housing choice, needs and rights.

2.5.1 Support the findings of the Regional Analysis of Impediments through continued engagement of housing and planning stakeholders and outreach with homeowner associations, multi-family property owners and residents to provide information on the Fair Housing Act, ADA, and rights of residents. (A Regional Analysis of Impediments is a housing analysis that assesses barriers to fair housing choice.)

2.5.2 Coordinate support services to interested homebuyers and first-time homeowners to prepare residents to establish credit, become financially stable, purchase homes, help ensure timely mortgage payments, maintenance of structure, and fulfillment of loan requirements.

2.5.3 Develop new lines of communication with residents to inform them of their rights and how they can deal with housing challenges (e.g., code enforcement, creation of neighborhood associations, contact numbers and offices if they feel there are issues, no retribution options, etc.).

Goal 3. Support access to healthcare, healthy food, parks and community services.

Objective 3.1

Developing new partnerships to enhance access to healthcare and community services.

3.1.1 Develop public-private partnerships to encourage the development of primary care offices, healthcare and health-related facilities, especially in mixed-use areas currently underserved, and areas well-served by transit.

3.1.2 Encourage the co-location of healthcare and behavioral health services to increase access to care, potentially within a "one-stop shop" or resource center for all types of social services, including an employment opportunity center.

3.1.3 Work with the healthcare industry to promote community wellness, and become partners with municipalities to build "healthy communities" like those championed by the Centers for Disease Control.

3.1.4 Partner with organizations that are promoting wellness programs and working to reduce obesity and childhood obesity.

3.1.5 Develop and implement a public health and safety education campaign.

Objective 3.2

Research emerging issues and develop partnerships to improve access to affordable and healthy food options.

3.2.1 To advance the priorities of Food Security in Nevada, Nevada's Plan for Action, support in-depth research on existing or emerging geographic concentrations of food insecure populations within Clark County.

3.2.2 Support and coordinate with organizations working to increase access to healthy food options, including Southern Nevada Health District, Southern Nevada Food Council and the School of Community Health Sciences at UNLV, to identify underserved areas that could support healthy food outlets, urban agriculture, community gardens and farmer's markets.

3.2.3 Promote healthy food options and ensure Supplemental Nutritional Program (SNAP) benefits are available in areas with concentrations of fast food outlets that also have high food insecurity rates.

Objective 3.3

Prioritize access to parks, trails, open space, recreational facilities, and opportunities for physical exercise.

3.3.1 Work with the National Park Service Rivers, Trails, and Conservation Assistance (RTCA) program to request their assistance in developing community-led parks and other community gathering spaces, especially prioritizing underserved areas.

3.3.2 Identify vacant or underutilized land within low-income, at-risk or underserved communities that can be repurposed for public spaces.

3.3.3 Develop an action plan to increase park accessibility for areas that are underserved.

3.3.4 Promote a development pattern that provides direct pedestrian-friendly connections to parks and open space between low-income, at-risk or underserved communities.

3.3.5 Encourage adoption of ordinance and code changes requiring developments to dedicate open space or pay impact fees to a regional parks and open space fund.

3.3.6 Provide superior access to the valley's natural environment (Red Rock Canyon, Mt. Charleston, Lake Mead National Recreation Area, Floyd Lamb Park at Tule Springs, Craig Ranch, and other parks) including welcome centers accessible to all residents.

3.3.7 Support Outside Las Vegas Foundation's efforts to maintain trails and provide education on existing trails in the region.

3.3.8 Support the planning and development of the Vegas Valley Rim Trail connecting neighborhoods to open spaces.

3.3.9 Adopt uniform design and maintenance standards for trails and bike lanes.

Goal 4. Improve neighborhood safety and protect residents from the harmful effects of pollution and hazardous materials.

Objective 4.1
Increase safety of neighborhoods, parks and open spaces.

4.1.1 Initiate and expand existing community organizing programs and/or street crime prevention programs to build neighborhood pride and increase crime prevention awareness.

4.1.2 Encourage the use of Crime Prevention through Environmental Design (CPTED).

4.1.3 Pursue the creation of community development organizations and community development efforts to ensure there are nonprofit organizations based in local neighborhoods working to build safety, community pride, and reinvestment projects.

4.1.4 Replicate successful local and national examples of community-based partnerships with law enforcement to improve safety in communities experiencing high crime rates.

Objective 4.2
Develop policies to promote environmental health of housing.

4.2.1 Educate property owners pursuing new developments and home renovations about the benefits of using low or non-toxic materials such as low-VOC (volatile organic compound) paint and carpet, and other strategies to improve indoor air quality. Create healthy building material checklists and fact sheets that can be provided to property owners and contractors when applying for building permits.

4.2.2 Encourage new development to incorporate project design features and guidance for building orientation to create areas for community interaction, maximize solar access, provide passive solar heating during cool seasons, and minimize heat gains during hot periods.

4.2.3 Partner with Nevada Healthy Homes Partnership, EnergyFit Nevada, UNLV, state/county agencies, and EPA to provide education and technical assistance to improve health and comfort, especially to reduce mold and lead hazards and increase air quality standards in residential, office and commercial land uses.

4.2.4 Partner with EnergyFit Nevada and the Asthma Coalition to promote education on asthma, allergy and other breathing disorder triggers caused by pollutants in homes.

4.2.5 Develop and distribute to stakeholders spatial health analysis maps of Southern Nevada to initiate conversations about community health and the built environment.

Objective 4.3

Protect community members from the harmful effects of pollution and hazardous materials, hazardous waste, and environmental contamination.

4.3.1 Reduce or eliminate the use of pesticides and herbicides on public properties that negatively impact human health, especially in parks and publicly accessible open spaces.

4.3.2 Avoid locating new schools, childcare centers and senior housing in proximity to sources of pollution (e.g., truck routes and busy roadways) or near existing businesses that handle toxic materials. Where such uses are located in proximity to sources of air pollution or toxic materials, use building design, construction safeguards and technology techniques to mitigate the negative impacts of hazardous materials and/or air pollution on indoor air quality.

Objective 4.4

Prioritize the cleanup and reuse of brownfield and grayfield sites.

4.4.1 Remediate EPA/state/locally-identified brownfield sites to prevent further pollution and to utilize land for other uses.

4.4.2 Develop area-wide plans and specific implementation strategies for integrating the cleanup and reuse of brownfield and grayfield sites into neighborhood revitalization efforts.

4.4.3 Provide incentives for private sector cooperation to reduce the creation of hazardous wastes, the cleanup of brownfield sites, and the return of land to productive uses.

4.4.4 Establish appropriate measures for long-term environmental protection of previous brownfield sites.

Goal 5. Promote resource-efficient land use and development practices.

Objective 5.1

Promote sustainability in housing in the region to ensure a durable housing supply that will reduce housing costs for homeowners and renters.

5.1.1 Promote and incentivize quality housing design that meets the needs of its users, enhances the neighborhood, and is built to last.

5.1.2 Promote the rehabilitation of existing residential and commercial properties and energy efficiency standards to reduce the negative impacts of new development.

5.1.3 Promote the use of residential solar installations and passive design techniques.

5.1.4 Promote energy efficiency audits as a real estate industry standard and develop an associated financing mechanism for the purchase of homes meeting a designated standard.

5.1.5 Expand energy-efficient housing choices that move the community toward NetZero homes.

5.1.6 Encourage adoption of energy code to increase NetZero homes.

5.1.7 Develop incentive programs to identify inefficient housing stock and to retrofit older residential housing to achieve energy efficiency standards.

5.1.8 Expand incentive programs, such as EnergyFit Nevada, that install high-quality, high-efficiency building technologies and assist homeowners in understanding how to make their homes more energy-efficient through energy assessments and financing/ rebate options.

5.1.9 Expand existing programs that assist in the production of Energy Star and LEED homes, such as those built by Habitat for Humanity for affordable housing.

5.1.10 Educate homebuilders, renters and homebuyers of the importance of shade near and around homes for additional energy conservation in the summer.

5.1.11 Collaborate with subject matter experts and advocacy groups to foster sustainable communities and exhibit leadership in sustainable practices.

5.1.12 Grow and encourage use of EnergyFit Nevada's low interest loan funds for home energy upgrades.

Objective 5.2

Minimize air pollutant emissions from stationary sources to reduce emissions and improve air quality to meet or exceed national ambient air quality standards and reduce greenhouse gas emissions.

5.2.1 Encourage adoption of ordinance or other code changes to promote the use of Air Quality Impact Analyses for certain types and sizes of land developments, including industrial developments.

5.2.2 Encourage adoption of ordinance or other code to limit the use of solvents and aerosol sprays for painting and dry cleaning.

5.2.3 Support and expand programs that incentivize electric-powered lawn equipment instead of mowers with gasoline motors.

5.2.4 Promote natural spaces, particularly native trees, which are proven to counter poor air quality by absorbing greenhouse gases, such as carbon dioxide and other pollutants.

5.2.5 Support transit and land-use improvements and amenities that make walking and biking short distances viable, to further reduce carbon emissions.

Objective 5.3

Support compact development and regulations that help the Southern Nevada Water Authority achieve water conservation goals and encourage reduction in water consumption.

5.3.1 Support a variety of regulations by local governments to promote efficient use of water resources (e.g., turf restrictions, plumbing code requirement for high efficiency fixtures, etc.).

5.3.2 Continue to encourage the use of incentives to manage and reduce overall water use (e.g., providing rebates on water efficient technologies program).

5.3.3 Continue and expand education and outreach programs to improve water efficiency (e.g., school programs) and reduce water consumption during peak usage times of day and year.

5.3.4 Consider local government adoption of ordinance or other code restricting water usage during peak usage times of day and year to enhance enforcement efforts.

5.3.5 Continue SNWA, Las Vegas Valley Water District and local government adoption of progressive/tiered water pricing structure based on quantity and use.

5.3.6 Encourage all new golf courses to use recycled water and submit drought-tolerant landscape and irrigation plans.

5.3.7 Encourage existing golf courses to submit turf conversion/ irrigation management plans.

Objective 5.4

Increase water quality and decrease wastewater and dry weather urban runoff while encouraging recycled water reuse strategies.

5.4.1 Support the Clark County Flood Control District's Stormwater Quality Management Committee's adopted Stormwater Management Plan to promote site design standards in large parking lots, such as depressed medians, buffer strips, porous paving and minimized parking standards.

5.4.2 Encourage adoption of ordinance or other code for new and existing commercial businesses with water intensive uses that regulate/restrict water usage and provide other minimum standards. For example, consider requiring commercial car washes to recycle water on-site or send it to a wastewater treatment facility, where it can be cleaned and returned to the water cycle.

5.4.3 Promote sustainable water practices among businesses, such as dry cleaners, gas stations, hotels and other similar uses.

5.4.4 Work toward meeting or surpassing federal, state and local water quality requirements.

Objective 5.5

Promote energy efficiency to reduce regional and local energy demand.

5.5.1 Encourage energy-efficient new home construction to meet or exceed energy efficiency standards.

5.5.2 Promote Combined Heat and Power (CHP) systems, such as MGM's existing CHP system at CityCenter, to increase reliability and decrease regional energy demands of Southern Nevada's resort hotels.

5.5.3 Establish a regional Property Assessed Clean Energy (C-PACE) program to assist commercial, industrial and multi-family property owners' access to affordable, long-term financing for smart energy upgrades to their buildings.

5.5.4 Promote the use of electric vehicles in local and state government fleets.

5.5.5 Incentivize the construction of electric vehicle charging stations in local zoning codes by offering parking reductions and other zoning-related incentives.

5.5.6 Expand incentive programs to include retrofits for existing commercial and residential structures for both energy efficiency and renewable energy.

5.5.7 Develop shared renewable energy and energy-efficient models for higher density neighborhoods and public spaces, such as solar charging stations and NetZero cooling stations.

Objective 5.6

Increase supply of regionally generated solar energy.

5.6.1 Encourage solar PV and solar thermal hot water for new homes.

5.6.2 Encourage all new commercial and residential construction to allow for solar energy connections.

5.6.3 Develop campaign to educate local governments and HOAs on Nevada Revised Statute 278.0208, which prohibits the unreasonable restricting of systems for obtaining solar energy.

5.6.4 Implement a green energy program that allows customers, both commercial and residential, to opt into purchasing clean energy from the local utility providers.

5.6.5 Incentivize utility-scale renewable energy projects.

5.6.6 Incentivize solar thermal on existing residential buildings measured by existing goals established by Southwest Gas for solar thermal installations.

5.6.7 Promote the adoption of legislation to allow small distributed generation sale of power and point-of-sale regulations to allow homeowners the ability to sell power back to their respective service company.

Objective 5.7

Develop guidelines for the preservation of view corridors, and protection and restoration of natural resources.

5.7.1 Coordinate conservation and development of natural resources by establishing a regional entity that represents the views of the federal, state, and local agencies involved in these efforts, including private and non-profit agencies.

5.7.2 Maintain the publicly available database to showcase the region's network of park, trails and open space amenities.

5.7.3 Implement the SNRPC regional open space plan to conserve areas for their value as open spaces and acquire public recreation access to public lands.

5.7.4 Incorporate xeriscaping and native/adaptive landscaping from SNRPC plant list into public agency design standards for trails, roadways, and other public rights-of-way.

5.7.5 Create incentives to encourage use of native plant materials in meeting the landscape code through outreach programs for developers, designers, engineers and contractors.

Objective 5.8

Increase regional solid waste recovery and reduce landfill contributions.

5.8.1 Encourage franchise agreements to require single-stream recycling programs throughout the region.

5.8.2 Encourage franchise agreements to pilot and implement a composting program.

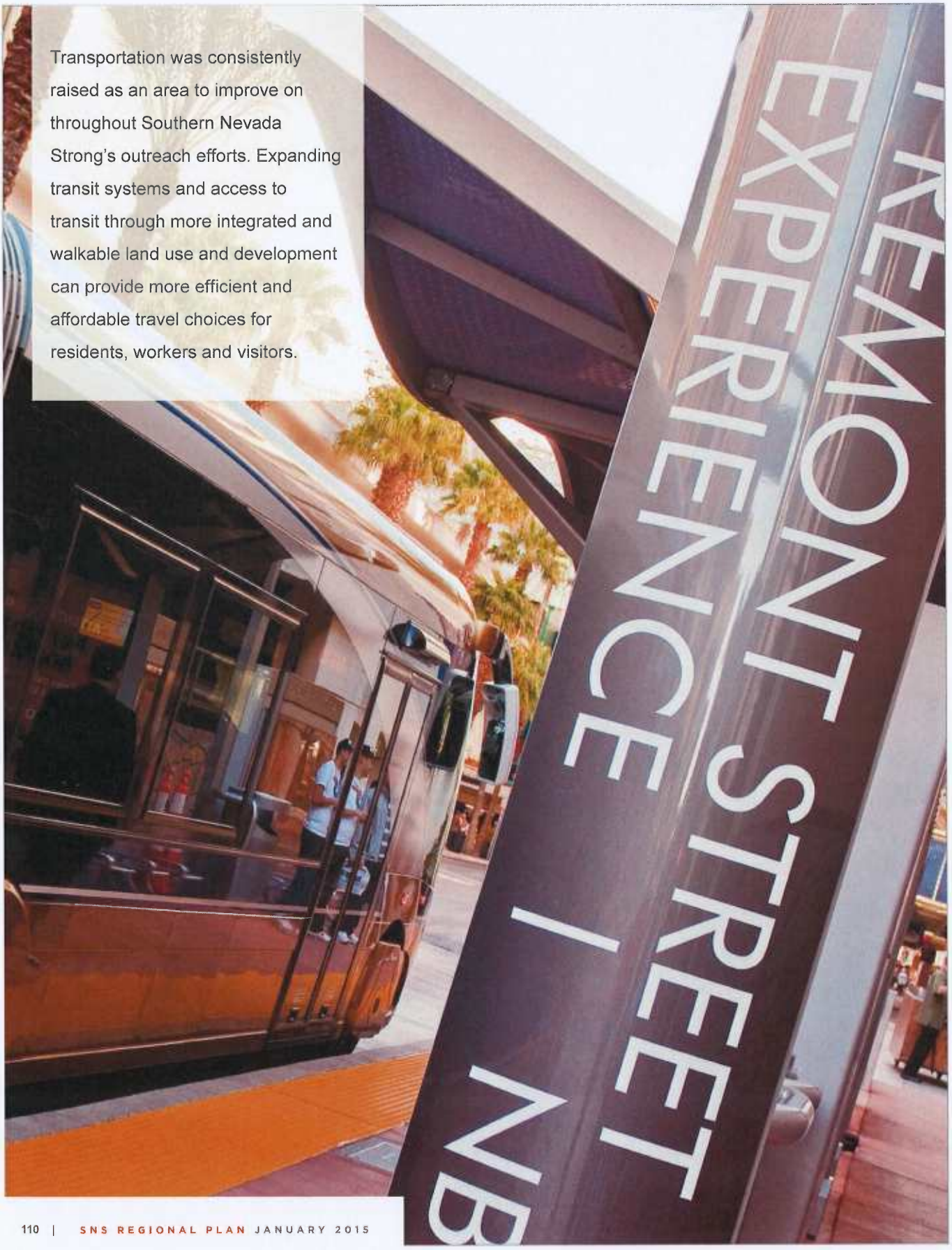
5.8.3 Introduce regional composting pilot program utilizing the EPA-supported best practices for establishing a composting program.

5.8.4 Create an incentive-based program to promote regional recycling for both residential and commercial recycling based on case study research.

CHAPTER FIVE

Our Vision #3: Increase Transportation Choice

Transportation was consistently raised as an area to improve on throughout Southern Nevada Strong's outreach efforts. Expanding transit systems and access to transit through more integrated and walkable land use and development can provide more efficient and affordable travel choices for residents, workers and visitors.



Our Vision Part 3: Increase Transportation Choice

Our transportation infrastructure is key to the region's prosperity, yet it has fallen behind other regions, many of which have invested in modern, world-class systems that support vibrant urban centers. Southern Nevada Strong stands behind future investment in a multi-modal transportation system that is safe, efficient, accessible, equitable, and supports reinvestment in our existing communities.

Completion of this vision will take time, given recent development and transportation investment trends. New housing development has most recently occurred at the fringes of the region, while employment opportunities have continued to concentrate downtown and along the 4.2-mile resort corridor. With longer commute distances and auto-oriented development patterns, the region has a higher-than-average number of trips by car. As a result, freeway congestion has increased 35 percent since 2000. When visitor volumes are taken into consideration, the impact on the infrastructure is more challenging than many other metro areas.[78] Despite this congestion, the region has relatively high residential densities, which could be leveraged for successful transit use if the development pattern were more supportive for all users.

Southern Nevada Strong envisions the evolution of the transportation network to respond to the needs and desires of citizens, generating opportunities for economic and physical growth that improve access to high-quality neighborhoods and community gathering spaces. This Plan proposes strategic implementation of a more diverse set of land uses integrated with a modern high-capacity transit system that together facilitate

Coordinating with Existing Plans

The Regional Plan serves as a single unified vision and strategy for land use and transportation system improvements that will build upon an existing inventory of local and regional transportation plans:

- The 2013-2035 Regional Transportation Plan
- The 2011-2015 Nevada Strategic Highway Safety Plan
- Safe Routes to Schools
- Regional and Open Space Working Group
- Bicycle/Pedestrian Master Plan (2008)
- CLV Great Streets Committee

5.1 OPPORTUNITIES AND CHALLENGES

The work outlined in this Plan theme was led by the Transportation Task Group, which brought together a group of transportation leaders from throughout the region. The group identified key challenges that the valley's transportation network faces, and promoted possible refinements to state and local laws and regulations to promote integrated transportation and land-use planning. The SNS process gathered further input through workshops, open houses, interviews, focus groups and survey discussions. Analysis and public input consistently pointed the Task Group to the following core challenges and opportunities that the region faces, and that this Plan theme addresses.

"TRANSPORTATION SHOULD FOCUS ON EFFECTIVENESS REGARDLESS OF INCOME. PUBLIC TRANSPORTATION NEEDS TO BE IMPROVED FOR EVERYONE."

– PUBLIC OUTREACH PARTICIPANT

mobility and shorten the distance traveled from housing to jobs and services. In addition, providing mixed-use centers of activity allows transit and bike/pedestrian amenities to be implemented more efficiently, as critical densities of people can support increased transit services and the frequency of services needed for a healthy system.

Given scarce resources, the region needs to allocate transportation funds more wisely, using performance-driven criteria rather than arbitrary formulas. Transportation implementers should prioritize efforts to maintain, enhance and modernize the existing system. Expensive, new roadway capacity projects should be built only if they yield benefits that outweigh their costs. As exemplified by other regions that have implemented broad transportation and land use visions, a coordinated, multi-pronged approach that improves the transportation system while addressing development pattern issues will achieve further reductions in auto trips, trip lengths, and vehicle emissions over the next 20 years.

The Plan calls for increased coordination of planning for housing, transportation and economic development by prioritizing public investments in transportation and infrastructure that improve our community, provide affordable transportation choices, and increase transportation efficiency and safety.

CHALLENGES	*Opportunities and Priorities*
Unrealized Transportation Network: The region is decidedly car-dependent: regional transportation costs are a significant burden for the average household based on the H+T index.[79] Proximity to transit is higher than the national average, but design impediments, such as block walls, cul-de-sacs, roadways design, and the separation of uses leaves people reliant on cars.	*Develop a modern transit system that is integrated with vibrant neighborhood and employment centers better connecting people to their destinations by:* • *Working with the RTC and other partners to develop a comprehensive transit master plan that focuses on enhanced services that supplement existing routes.* • *Supporting safe neighborhood connections in marginalized communities.* • *Supporting the RTC to secure funding for the expansion, operation and maintenance of transit systems and routes. Integrate future land-use planning with existing and future transportation improvements.*
Inadequate Bike/Pedestrian Facilities: Development patterns limit or make impossible access for pedestrians, bicyclists and transit patrons, limiting viable choices for other modes. The region has poor connectivity, high pedestrian fatalities, and a lower Walk Score than other Intermountain West metro areas.[80] The Las Vegas region is the sixth most dangerous region in the country for pedestrians.[81]	*Connect and enhance bike and pedestrian facilities throughout the region by:* • *Implementing policies and design concepts that encourage safety and ease of movement for pedestrians and cyclists.* • *Increasing funding strategies for investments in the bicycle and pedestrian network. Promoting transportation alternatives at the regional scale.*
Congested Road Network: The region is reliant on its highways and large arterials for local connectivity. However, local road connectivity is often poor outside the urban core. As a result, it is reliant on the arterial system. Freeway congestion has increased 35 percent since 2000 and has led to longer trip time and increased vehicle emissions. Southern Nevada residents spend about 25 percent of their household income on transportation. Las Vegas metro residents can reach about 44 percent of jobs in the region via transit in 90 minutes. [81]	*Develop a safe, efficient road network that supports all transportation modes by:* • *Establishing a road network with improved and acceptable local and regional connectivity and traffic congestion levels. Overhauling design standards to support multiple modes and support healthy lifestyles.* • *Reducing transportation-related emissions of ozone and carbon monoxide.*

Unrealized Transportation Network

Equal viability for multiple modes, such as walking, biking and transit patronage are important for the workforce to access job opportunities, and for health, quality of life and safety. Nearly a quarter of comments submitted to Southern Nevada Strong via MetroQuest focused on transportation and traffic issues. Most of the comments focused on transportation priorities, but others talked about transportation in the context of providing healthy communities and improving environmental quality. The comments were summarized under four main themes: traffic improvements, traffic safety, public transit, and walkability/bikability.

Auto Dependency

A lack of viable transportation choices causes the region to be auto-dependent. Faced with rapid growth of the 1990s and 2000s, the region invested heavily in a comprehensive network of wide, high-speed arterial roadways, making it relatively easy to drive in what is still, in terms of geography, a relatively small region. Congestion is a growing issue in the region, increasing by 35 percent, from 21 to 28 hours spent delayed in traffic between 2000 and 2010.[83] By comparison, the average for all urban communities in the U.S. was 34 hours. For urban areas similar to Las Vegas (population between one and three million), including Salt Lake City and Denver, the average was 31 hours.[84]

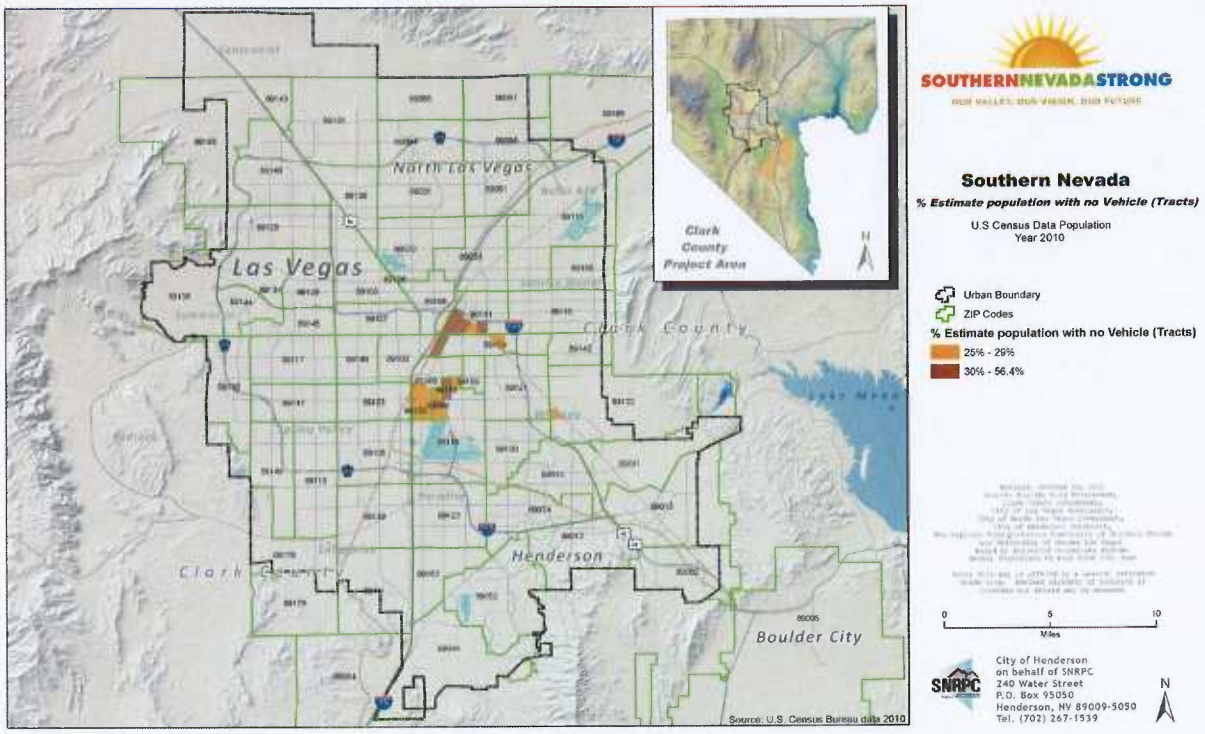
Despite this congestion, the region still maintains an average mean travel time to work of 25.3 minutes (including all modes of transportation),[85] which is similar to Denver and Phoenix, but slightly longer than the 20-minute commute in Salt Lake City (**Table 8**). Of those in the workforce, the majority (about 79 percent) drive alone to work, 11 percent carpool, seven percent take transit, walk or bike, with the remaining three percent working from home.[86]

Table 8: Mean Travel Time to Work, 2012

	Time (minutes)
Las Vegas, NV	25.3
Denver, CO	24.6
Phoenix, AZ	24.3
Salt Lake City, UT	19.9

Source: American Community Survey, 1-Year Estimates, 2012

Figure 28: Southern Nevadans with No Vehicle



Public Transportation

The region's public transit system, while well used and among the most fiscally efficient in the country,[87] is limited in its service, frequency and coverage across areas of the valley, also exacerbated by the fragmented development patterns and design issues. The region is the only one of its size in the Intermountain West without a fixed-rail, high-capacity transit system, making the region less attractive for a growing demographic segment.

Figure 28 shows where Southern Nevadans with no vehicle live.

Households in the region are fairly close to transit stops, but long trip lengths and transfers preclude extensive transit use. In 2011, the Brookings Institution published an analysis of data from transit providers in the nation's 100 largest metropolitan areas. The report revealed that transit access in Las Vegas is much higher than the U.S. metro average. In terms of peer regions, the percent of working-age residents within three quarters of a mile of a transit stop (86 percent) is more than the Denver metro area (84 percent) and less than Salt Lake City (89 percent).[88]

Las Vegas metro residents can reach about 44 percent of jobs in the region via transit in 90 minutes.[89] In the region, the typical working-age resident can reach 61 percent of low-skill jobs, 43 percent of middle-skill and 29 percent of high-skill jobs within 90 minutes via transit. By comparison, in all Western metro

Benefits of Walking

Walking offers both health benefits and is a more sustainable form of transportation. Increasing the amount of time spent walking decreases the likelihood of chronic diseases such as heart disease, diabetes and obesity. Further, walking promotes better psychosocial health by way of increased levels of social capital and an increased sense of community (Leyden, 2003; Lund, 2003).[92]

areas, the typical commuter can access 31 percent of low-skill industry jobs, and 35 percent of high-skill industry jobs.[90]

Job location within a metro area affects how many jobs are accessible via transit. In addition, the distribution of different types of industries within a region may affect the kinds of jobs residents can reach via transit. As a result, the degree to which transit systems "match" workers and the jobs for which they are most qualified depends on a range of factors that vary across metro areas.[91]

Inadequate Bike and Pedestrian Facilities

The provision of safe facilities for cyclists and pedestrians has, until recently, been poor to non-existent across much of Southern Nevada. The arterial roadways are designed with little consideration of bicyclists or pedestrians, and constitute formidable barriers to those needing to walk, bike and/or access transit. The region has many auto-oriented urban design characteristics, which result in an unsafe pedestrian environment. It has developed along a grid-design with numerous high-speed arterial streets, which is where pedestrian crashes most frequently occur.[93] Combined, these factors result in a transportation system that is highly focused on the automobile at the expense of safety and viability of other less expensive, more healthful modes. The responding auto-oriented, homogenous development pattern has had negative economic impacts. In 2011, Transportation for America ranked Las Vegas the sixth most dangerous region for pedestrians, with an annual average of 2.5 pedestrian deaths per 100,000 people.[94]

According to the website Walkscore.com, most places in the Southern Nevada region are auto-dependent, as shown in **Table 9**.

Table 9: Walkscore by Place

	Out of 100	Classification
Enterprise Township	31	auto-dependent
Henderson	39	auto-dependent
North Las Vegas	42	auto-dependent
Phoenix, AZ	45	auto-dependent
Las Vegas	49	auto-dependent
Spring Valley	51	somewhat walkable
Paradise Township	57	somewhat walkable
Salt Lake City, UT	58	somewhat walkable
Denver, CO	60	somewhat walkable
Tempe, AZ	62	somewhat walkable

Source: Walkscore.com

A Walk Score measures the walkabilty of a place based on proximity to nearby amenities such as restaurants, stores, schools, parks and entertainment.[97,98]

The region has myriad opportunities to strengthen opportunities to use a bicycle as a form of transportation. With its mild weather and flat topography, the region's climate provides an opportunity for a strong biking culture. In addition, according to the RTC, most of the trips (both for work and for personal reasons) in the region are relatively short. For example, 25 percent of all trips are less than one mile; 50 percent of all trips are less than three miles.[99]

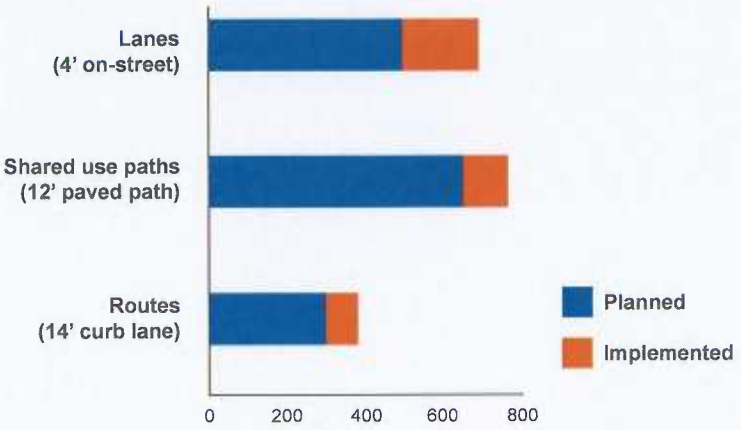
Off-Street Path Network

The RTC's Bike and Pedestrian Plan recommends 634 miles of Shared Use Paths for the network. These paths should have minimum 12-foot widths and 2-foot shoulders.[95]

The City of Las Vegas and the RTC are in the process of making Main Street a two-lane northbound street with widened sidewalks and bike lanes, while southbound travel will use Commerce Street. The result will be an upgrade to the area that meets the needs of pedestrians and bicyclists, and an increase in the capacity of the roadway.[96]

Providing more bicycle amenities such as bike convenient parking and more multi-use pathways will encourage alternative modes of travel in the region.

Figure 29: Regional Multi-Use Path and Bike Lane Investments



Source: RTC.

Once a road network is built, it is difficult to make corrective changes to the infrastructure. Appropriate design and accommodation strategies are most effectively considered at planning and design stages. Required elements should include refuge areas, storage areas for pedestrians at high-demand areas, sufficient walk time on signals, adequate site distances and lighting.

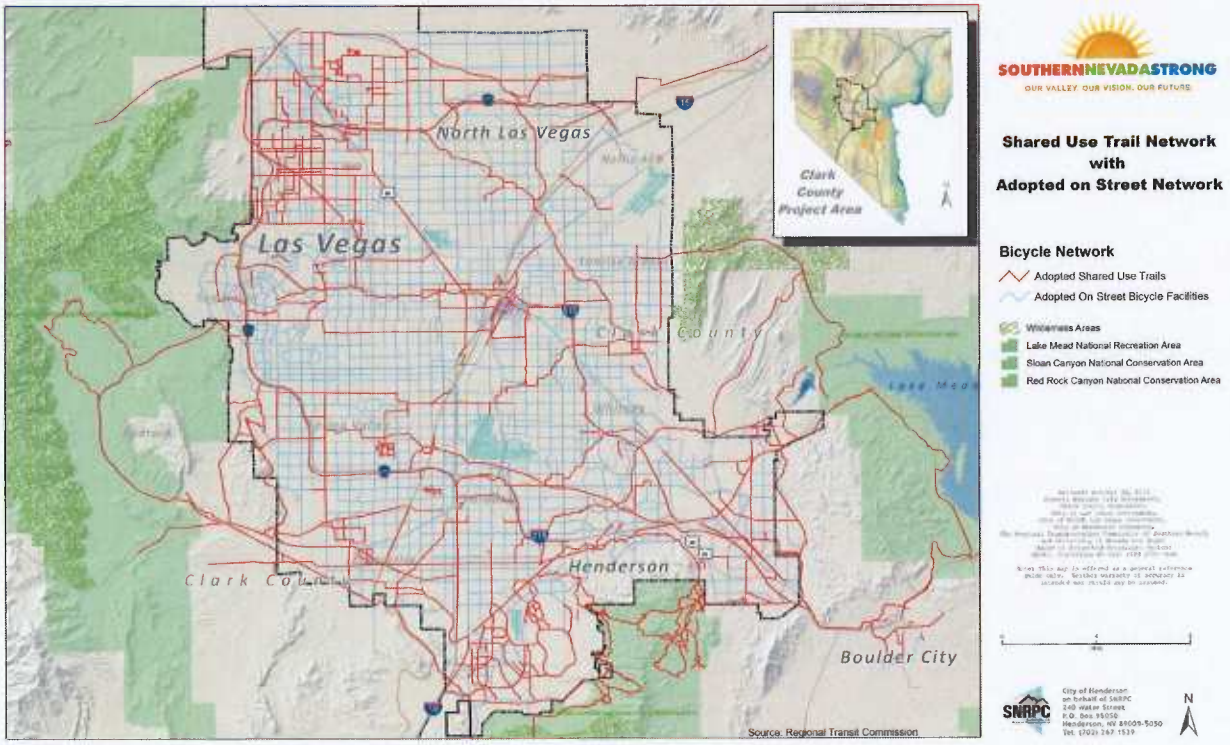
Bikeway and pedestrian facilities need to be considered roadway infrastructure. Cities and counties typically do not build roadways that terminate abruptly or are disconnected from other parts of the system. Non-motorized mode facilities need the same continuity/connectivity in order to provide a reliable network of infrastructure for non-motorized options.

Transportation Costs

Southern Nevada's households spend a significant portion of their income on transportation. The Center for Neighborhood Technology (CNT) states that spending 15 percent of income on transportation is considered affordable. Las Vegas MSA residents spend about 24 percent of their household income on transportation (**Table 10**), which is very similar to comparable Intermountain West metropolitan areas.

According to the CNT, spending 45 percent of income on combined housing

Figure 30: Bicycle and Pedestrian Network



Source: RTC, 2010.[100]

and transportation costs is considered affordable. In the region, 83 percent of residents spend greater than 45 percent of their income on combined housing and transportation costs. Forty-five percent of the median household income equates to about $25,236 annually or $2,103 each month.

The average family in Clark County is spending nearly half their income on transportation and housing. Most own two vehicles and drive a total of 18,500 miles annually. The average household takes 97 transit trips annually. All told, the average family spends about 18 percent of their income on transportation ($10,126). Transportation costs combined with housing costs total about 49 percent of the average family income, or $27,566.[101]

Congested Road Network

Expanding the range of transportation options will require a different approach than the traditional, auto-oriented facility planning and design strategies that primarily focus on automobile capacity and alleviating traffic congestion. Visitor volumes, just under 39 million in 2011, have grown since 2009. Auto traffic coming from California on I-15 has increased 27 percent over the last 15 years, from an average of 29,530 vehicles per day in 1996 to an average of 40,344 vehicles per day in 2011.[102]

Local Connectivity

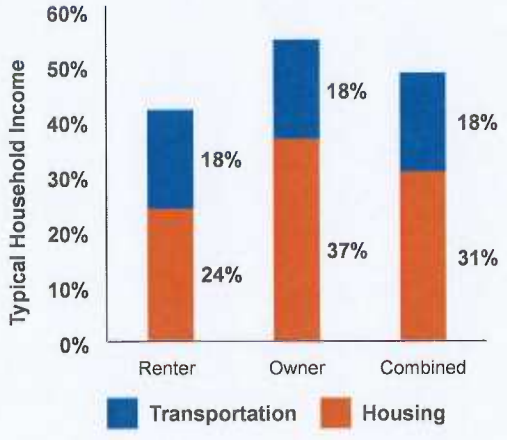
The region relies on its highways and arterial streets for local connectivity. Freeway congestion has increased 35 percent since 2000 and has led to longer trip time and increased vehicle emissions, creating air quality issues. Part of Southern Nevada's air quality challenge arises from its natural geography: the mountains surrounding the valley create a bowl, tending to trap exhaust over the metropolis for long periods. Thermal inversions, which trap pollutants, are also common. The region had 24 days between 2008 and 2010 where ozone concentrations were unhealthy for sensitive groups and two days where

Table 10: Metro Area Transportation Costs

	Average HH Income	Average Percent of Income
Las Vegas	$56,080	24%
Phoenix	$54,713	26%
Salt Lake City	$57,682	25%
Denver	$59,932	22%

Source: Center for Neighborhood Technology (2011).

Figure 31: Average Household Expenditures on Housing and Transportation as a Percent of Total Income for Renters, Owners, and Combined in Clark County, Nevada



Source: HUD, http://locationaffordability.info/lai.aspx

particulate matter was unhealthy for sensitive groups. The region received a score of F and B, respectively in these two categories.[103] Clark County had zero days when it exceeded its CO_2 air quality standards.[104]

The lack of connectivity in the street network hinders different modes of transportation. Urban design standards have permitted fragmented development, with walled and gated communities inhibiting mobility by any mode other than the automobile. In addition, large swaths of land are built out with homogenous development patterns, limiting the availability of goods and services in proximity to residences and requiring automobiles for what should be very short trips. Design impediments, such as block walls, cul-de-sacs, roadway design and the separation of uses leave people reliant on cars. Part of this is due to the master-planned community dominance, which segregates retail from residential development by gates and large block walls.[105] Good connectivity can enhance local circulation of both motorized and non-motorized trips.[106] In order to attract the widest possible segment of the population, routes between origin and destination should not require individuals to use highly congested links or involve an undue level of detour.[107]

Expanding transportation choices in the region will help relieve already congested roadways.

Achieving the Vision Through Strategic Land Use

Since the way we use land profoundly influences how we live, work and play, **this document touches on many aspects of the region's land-use planning.** The goals and policies included in Chapters 3, 4 and 5 will guide the design of the valley's regulatory system, including the zoning code, rules governing the subdivision of land, the interaction of land use and transportation and economic development.

The Plan also recommends strategies that should be pursued in the first few years following Plan adoption. These strategies are found in the Implementation Matrix.

5.2 GOALS AND POLICY STRATEGIES

This section details the **goals, objectives and actions that support increased transportation choice** and will move Southern Nevada toward the vision.

- **Goals** are the big overarching ideas, changes, or practices that are essential to realize the community's vision.
- **Objectives** establish specific, measurable goals that guide how the Plan is implemented in a way that will achieve the vision.
- **Strategies** outline the steps needed to achieve the objectives.

Goal 1. Develop a modern transit system that is integrated with vibrant neighborhood and employment centers, better connecting people to their destinations.

Objective 1.1

Work with the RTC and other partners to develop a comprehensive transit master plan, which focuses on enhanced services that supplement existing routes.

1.1.1 Pursue light rail and improved transit options in low and moderate income areas, including improvements to make walking and biking pleasant, safe and viable transportation options.

1.1.2 Leverage recently completed transit infrastructure projects as a foundation to develop a comprehensive transit master plan.

1.1.3 Incorporate land use, multi-modal transportation and air quality planning considerations into future updates of the Regional Transportation Plan (RTP) multi-modal transportation plan.

1.1.4 Develop implementation criteria by which future corridors will be prioritized including: potential ridership, economic development/ transit-oriented development

Objective 1.1

Work with the RTC and other partners to develop a comprehensive transit master plan, which focuses on enhanced services that supplement existing routes.

continued…

(TOD) potential, proximity to jobs, housing and education, enhanced quality of life, and integration with the bike and pedestrian network.

1.1.5 Develop a strategy to combine public input and best practices to support the decision-making process when considering the locations and alignments of multi-modal connections to the airport and other destinations.

1.1.6 Continue to evaluate Maryland Parkway as a BRT or rail corridor under the National Environmental Policy Act (NEPA), with consideration given to the implementation strategies identified in the Maryland Parkway Opportunity Site study.

1.1.7 Identify lines that would have increased frequency, limited stops, express, BRT, and light rail services.

1.1.8 Designate a baseline transit network and set of operating standards that can serve as the foundation of the transit system.

1.1.9 Improve the rider experience by locating stops away from adjacent travel lanes, offering robust lighting, and making other site considerations that maximize visibility and safety.

1.1.10 Update design standards to create wider sidewalks with street trees, benches, trash receptacles, streetlighting, and other streetscape amenities along key transportation corridors to make walking to transit stops more welcoming for riders and to shield them from heat during extreme temperatures.

1.1.11 Coordinate with relevant agencies to pursue interstate regional passenger rail service.

1.1.12 Identify and pursue the use of complementary alternative funding sources for mass transit improvements, including national public and private funds, and existing local and state funds that are intended for public purpose and positive outcomes in the areas of: economic development or growth; green infrastructure; environmental protection; land conversion; urban land development; access to jobs, housing and education for low or moderate income individuals (LMI); and public health.

Objective 1.2

Support safe neighborhood connections in marginalized communities.

1.2.1 Analyze the feasibility of transit stations with bicycle and pedestrian infrastructure provisions adjacent to existing and future mixed-income developments.

1.2.2 Consider partnerships between the RTC and private developers to create park-and-ride facilities in outlying areas that could provide access to express transit services and reduce travel time.

1.2.3 Ensure that transit amenities are supported by ADA/ PROWAG-compliant pedestrian facilities, universal design, and adequate directional signage.

1.2.4 Revise and develop bus stop/ station design standards based on passenger volumes, locations, and other characteristics.

1.2.5 Reduce the dependence on paratransit through facility enhancements and education about the transit system for people with disabilities or limited mobility.

Objective 1.3

Support the RTC to secure funding for the expansion, operation and maintenance of transit systems and routes.

1.3.1 Pursue funding opportunities for system completion, right-of-way acquisition, and implementation through federal, state, and local sources.

1.3.2 Identify and pursue creative funding strategies to better balance transportation investments between roadway, transit, bike and pedestrian improvements.

1.3.3 Promote community pride in marketing and promotional materials with the idea that the region's transportation system should be a source of community pride.

1.3.4 Continue to monitor effectiveness of communication methods with priority target audiences and enhance outreach efforts to raise awareness of existing services.

1.3.5 Strive to provide effective, efficient, and equitable service to all individuals regardless of their ability to speak, read, or write English.

Objective 1.4

Integrate future land-use planning with existing and future transportation improvements.

1.4.1 Ensure coordination between local governments and the RTC to evaluate frequent service transit corridors for potential designation as TOD areas.

1.4.2 Pursue an analysis of the economic benefits of transit to highlight the importance of fixed transit lines in economic development and redevelopment.

1.4.3 Consider using space/land dedications or impact fees for transit amenities that support employment centers, such as multi-modal centers, transit centers, bike lanes, etc.

1.4.4 Tailor parking requirements to encourage more concentrated development in mixed-use areas, reflect actual demand, and increase development feasibility.

1.4.5 Require interim sidewalks along incomplete roadways, when feasible.

Goal 2. Connect and enhance bike and pedestrian facilities throughout the region.

Objective 2.1

Implement policies and design concepts that encourage safety and ease of movement for pedestrians and cyclists.

2.1.1 Work with the RTC to implement a regional system of fully multi-modal interconnected arterial and local streets, pathways and bikeways that are integrated with public transit in order to increase mode share.

2.1.2 Enhance safety for marginalized groups, taking into consideration the particular needs of vulnerable populations, such as the homeless, unemployed, underemployed and other marginalized groups.

2.1.3 Ensure that information about transportation options is available and distributed in creative ways to promote and educate Southern Nevada's most vulnerable populations, such as homeless, unemployed, underemployed and other marginalized groups.

2.1.4 Pursue a pedestrian safety study to identify priority locations with high pedestrian-vehicle conflicts to focus retrofit plans, conduct an incident management analysis, and define crash hot spots.

2.1.5 Develop a regionally-shared traffic safety database.

2.1.6 Work with local bike groups and transportation advocates to update the RTC's multi-modal transportation plan and identify strategies to increase safety and make walking and bicycling more viable as primary transportation modes.

2.1.7 Establish an off-street bicycle parking policy, which considers security, placement, quality of facilities, and provision of signs directing bicyclists to the parking facilities.

Objective 2.2

Increase funding strategies for investments in the bicycle and pedestrian network.

2.2.1 In coordination with Clark County School District, support Safe Routes to Schools and identify funding sources for all aspects of Safe Routes to Schools programs.

2.2.2 Develop financial or regulatory incentives for development projects that include multi-modal transportation infrastructure in low-income communities.

2.2.3 Consider alternative funding sources to connect the bicycle and pedestrian network to the transit network.

2.2.4 Coordinate with and continue to support the Outside Las Vegas Foundation and the Regional Open Space and Trails Working Group to integrate priorities into local ordinances and/or comprehensive plans and support the development and funding of the trails system and supporting programs.

2.2.5 Continue to implement the RTC's public education campaign on multi-modal transportation and pursue a campaign on the region's transportation vision.

2.2.6 Promote educational opportunities to the local engineering and planning community on the role of design and land use in pedestrian safety, such as an educational event about how to repurpose right-of-way, and design streets and streetscapes as amenities.

2.2.7 Celebrate accomplishments through special events and community outreach activities (e.g., cyclovias, family rides, etc.).

Goal 3. Develop a safe, efficient road network that supports all transportation modes.

Objective 3.1

Establish a road network with improved and acceptable local and regional connectivity and traffic congestion levels.

3.1.1 Evaluate planned transportation infrastructure to reflect the land use vision.

3.1.2 Revise and adopt regional and local design standards to include multi-modal street design, safety and improved access management.

3.1.3 Pursue a regional policy change to require roadways to be designed for target speeds as recommended in the Complete Streets Design Guidelines for Livable Communities, based on the context of the corridor and overall safety and comfort of all users, including pedestrians and bicyclists, and require justification for all target design speeds and speed limits.

3.1.4 Consider the potential impacts of the development of the I-11 corridor, currently being studied by the Arizona and Nevada Departments of Transportation.

Priority Transportation Corridors

Priority transportation corridors provide mobility to the local workforce and serve regional freight needs to diversify Southern Nevada's economy. To diversify Southern Nevada's economy, we must improve the transportation network to encourage interstate commerce and international trade.

Interstate 11, which would connect Phoenix to Las Vegas, and ultimately Canada to Mexico, promises to position Southern Nevada at a strategic location that would attract new industries and outside investment. Work currently is underway to realize I-11. Nevada and Arizona are evaluating possible alignments of the proposed interstate, and the RTC and NDOT are investing more than $300 million dollars in a phase of I-11 known as the Boulder City Bypass.

The Bruce Woodbury 215 Beltway is another regionally significant transportation facility that fosters the movement of goods and people around the perimeter of the valley. Clark County is making significant investments in the coming years to upgrade this facility to interstate freeway standards. When complete this project will facilitate movement by residents and freight alike because of its connections to multiple jurisdictions and their neighborhoods (Clark County, Las Vegas, Henderson, North Las Vegas), intermodal facilities (McCarran International Airport and the proposed Southern Nevada Supplemental Airport), major employment centers (the Strip and Nellis Air Force Base, among countless others), and existing and planned interstate corridors (I-15, I-515, US 93, US 95 and the future I-11).

Efforts to improve workforce mobility also are important to the region. Corridors that connect areas of high residential densities with areas of high employment lend themselves to future investments.

- **Las Vegas Boulevard** and its environs represent one of the largest economic generators in the state. Efforts have been initiated to assess multi-modal transportation options in this area that would alleviate congestion, provide transportation options which seamlessly connect with one another, and improve overall mobility for residents, employees and visitors.
- **Flamingo Road,** which services the Strip, is the next busiest transit line in the region. This corridor is slated to be improved in the next few years to allow for improved transit service.
- **Maryland Parkway** is identified as a candidate for future transit enhancements because it links many high-activity centers such as McCarran International Airport, the UNLV campus, high-density residential areas, commercial properties, medical facilities and downtown Las Vegas.

Transportation corridors are important for uniting complete communities.

Objective 3.2

Overhaul design standards to support multiple modes and support healthy lifestyles, with special attention to the region's extreme summer temperatures.

3.2.1 Working with local stakeholders, support more stringent criteria to justify roadway capacity expansion and ensure that any capacity expansions accommodate viable multi-modal transportation options.

3.2.2 Ensure that all traffic studies provide a justification for roadway capacity and speed limit.

3.2.3 Consider a regional review of RTC's TIP and local road CIPs to justify project need.

3.2.4 Promote "Complete Streets" cross section revisions whenever corridor reconstruction or reconfiguration occurs. Activities could include removing block walls, limiting cul-de-sacs, increasing sidewalk and bike lane widths, reducing curb cuts, and limiting driveways.

3.2.5 Develop a road diet/retrofit plan for road networks in Southern Nevada to improve connectivity and access for multiple modes, starting with areas identified through the pedestrian safety study.

3.2.6 Develop neighborhood and regional connectivity ratios/ standards.

3.2.7 Encourage the development of design standards and land use policies that require investments in low-income or at-risk communities to include the basic attributes such as sidewalks, adequate lighting, street trees, and other strategies to create walkable communities, with special attention to designing for shade and heat absorbent materials to provide respite to transit riders.

Objective 3.3

Reduce transportation-related emissions of ozone and carbon monoxide.

3.3.1 Consider collaborating with state regulatory agencies and the Department of Motor Vehicles (DMV) to strengthen the standard for vehicle emission.

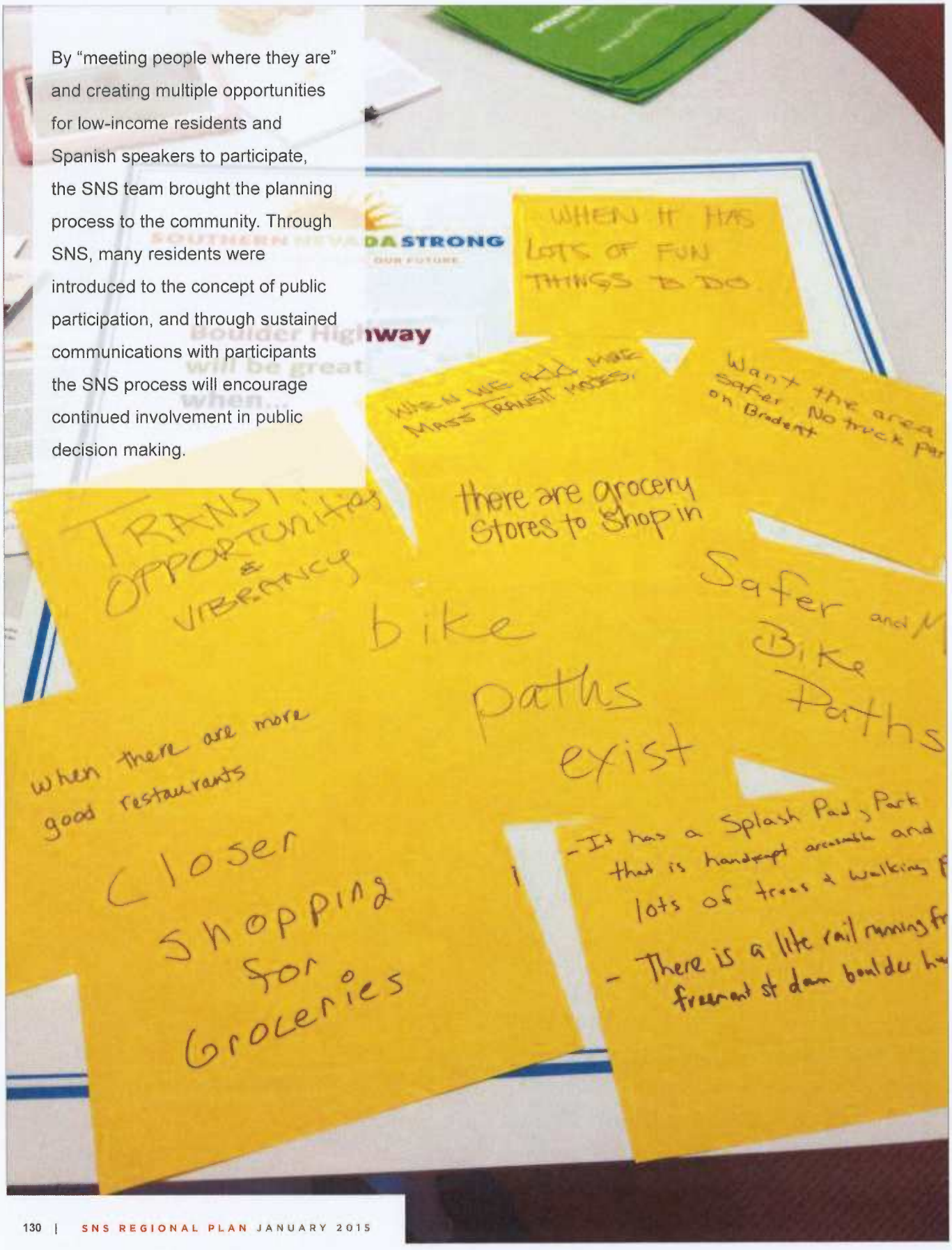
3.3.2 Reduce vehicle miles traveled to reduce mobile emissions and therefore improve regional air quality.

3.3.3 Promote responsible auto use, including refueling motor vehicles after sunset to prevent gasoline fumes from interacting with sunlight, and keeping vehicle engines finely tuned.

CHAPTER SIX

Our Future: Building Capacity for Implementation

By "meeting people where they are" and creating multiple opportunities for low-income residents and Spanish speakers to participate, the SNS team brought the planning process to the community. Through SNS, many residents were introduced to the concept of public participation, and through sustained communications with participants the SNS process will encourage continued involvement in public decision making.



CHAPTER SIX

Our Future: Building Capacity for Implementation

Three years, thousands of work hours, and nearly 70,000 Southern Nevadans' voices later, Southern Nevada Strong has developed a shared vision and Regional Plan for integrating good jobs with a wide range of housing options located near transit. The results of this work, when implemented, will ensure that our Valley's two million residents can enjoy, participate, and thrive in an economically competitive and vibrant region.

The Consortium Committee and the SNRPC recommended that the core administration of the Plan, moving forward, be placed with the RTC – an existing organization with regional purview. This recommendation was based on best practices research, local expertise, federal and local agency input, and was favored over funding an entirely new structure or organization.

Figure 33: Overcoming Implementation Challenges

As the Southern Nevada Strong Regional Plan transitions to the RTC for administration and implementation, our community must heed the call-to-action: implement the Regional Plan and enjoy its benefits, or maintain the status quo.

But more than any decision on paper, our actions will speak volumes. Meaningful and long-lasting changes happen when we act together to achieve success – and will be especially important in overcoming the newness of regional planning in the absence of a well-established and well-funded regional body. Fortunately, our community has demonstrated many times that it is up to such momentous challenges.

6.1 OPPORTUNITIES AND CHALLENGES

Goal one in this section and the related objectives and strategies were developed by the Public Engagement and Equity Task Group and publically reviewed through several phases of outreach during the development of the draft Plan, where approximately 70,000 residents weighed-in. The Task Group reviewed all public input, data, and research findings to identify the key barriers to a more engaged and empowered community. Both analysis and public input pointed to the need to innovate outreach techniques to reach a community that is interested and concerned about its future, but not currently engaged in policy-making decisions.

Goals two, three, four and five were developed to support the transition of core administration of the Regional Plan to the RTC, and to maximize the success of implementation. These goals and their related objectives and strategies were developed based on case study research, consultant advising, RTC and SNS management, and local government input.

CHALLENGES	*Opportunities and Priorities*
Traditionally Low Inclusion and Low Participation in Policy Making Decisions: It is increasingly recognized that to successfully address a community's complex problems and quality of life issues, it is necessary that a wide range of advocates work together to achieve change. As a newer community with less organized neighborhood associations and community groups, low levels of educational attainment compared to other regions, and a highly transient population, participation in traditional public policy issues has been low. Further, public engagement efforts have been narrow and self-selecting, often representing a vocal minority rather than the needs of the majority or the most vulnerable members of the community. Given the power and influence of a few institutional actors in gaming and the tourist industry in Southern Nevada, balancing power and influence with a wider range of community stakeholders is also a challenge.	*More creative approaches to reach a diverse population with attention to the nature of a 24-hour economy and shift work is important to engage Southern Nevada's residents. Continuing to expand public engagement and equitable access to community engagement can be achieved by:* • *Activating residents and business people for Southern Nevada Strong Regional Plan implementation.* • *Innovating and improving public sector-led engagement efforts.* • *Ensuring Southern Nevada remains a welcoming place for future generations from diverse backgrounds, with varying degrees of mobility and independence.* • *Building understanding, expertise, and leadership in community development.* • *Developing an on-going communications strategy to keep the public informed and to generate interest, enthusiasm and confidence in the Plan.*

CHALLENGES	*Opportunities and Priorities*
Low Prioritization, Collaboration, Experience, And Capacity in the Regional Plan's Concepts: Southern Nevada has experienced rapid growth, an uncoordinated development pattern and disconnected land uses, paired with an over reliance on gaming, tourism and construction. As a result, the community has disjointed land-use patterns that negatively impact residents and has suffered from an absence of prioritization, leadership and collaboration in advocating for proactive regional planning. Developing leadership to prioritize what is important to Southern Nevadans is necessary and will take collaboration and a customized approach. The state-created SNRPC has limited funding for a population of two million residents. Unlike many regions of comparable size, Southern Nevada has no council of governments. It has a number of focused regional agencies, such as the Regional Flood Control District and the RTC, but it lacks any regional council able to address wider regional priorities. Further, Nevada is not a "home rule" state, limiting its ability to create additional structures or funding sources to address regional priorities and dedicate staffing to ongoing, regional scale collaboration. The Consortium Committee and SNRPC recommended that core administration of the Plan, moving forward, be placed with the RTC – an existing organization positioned to absorb many of the implementation activities over time without additional funding. This recommendation was based on best practices research, local expertise and federal agency input and was favored over funding an entirely new structure or organization. Additionally, a lack of practical experience in Plan-recommended development concepts is a challenge and is exacerbated by the lack of experience with alternative financing mechanisms used frequently in other parts of the country to catalyze infill and reinvestment in disadvantaged areas.	*Work closely with member agencies and the RTCSNV to prioritize regional planning and enhance collaboration by:* • *Identifying great regional planning mentors.* • *Clarifying RTC's priorities in the Regional Plan and aligning complementary efforts to raise awareness and understanding.* • *Transitioning staff, project structure and stakeholder roles for successful communication, decision making and implementation in relation to the Regional Plan.* • *Integrating administration of the Regional Plan and updates with existing RTC structure and efforts.* • *Working with State legislators and UNLV to heighten the role of planning and communicate the benefits of working regionally.* *Enhance experience and capacity to implement Regional Plan concepts by:* • *Developing relationships with other regions to learn from their experience in regional plan implementation.* • *Building capacity of the RTC and jurisdictional planning staff through professional development.* • *Increasing demand for and familiarity with alternative financing sources among real estate developers to build Plan-recommended products.*

CHALLENGES	*Opportunities and Priorities*
No Dedicated and Consistent Funding for Project Implementation: **The Regional Plan is a voluntary, visionary Plan to better integrate jobs, transit and housing to enhance economic competitiveness. The Plan identifies a variety of strategies to achieve the vision, some with significant costs. Currently, there is no dedicated funding stream to manage and/or administer coordination and the updating of the Regional Plan, nor is there dedicated funding for specific action items within the Plan. However, many of the Plan's recommendations are not new things, just new ways of doing old things that are already mandated or addressed and could be prioritized differently.** **Southern Nevada is also less competitive in terms of accessing federal funding, ranking 49th out of 50 states in competitive grant dollars from Washington, D.C.**	*Develop local funding strategies to implement items with fiscal impacts by:* • *Identifying stable funding source(s) for Regional Plan staff.* • *Cultivating understanding and support among constituents and voters for the Regional Plan.* • *Developing funding sources for grants and matching dollars.* *Proactively seek external funding for Plan implementation by:* • *Enhancing efforts to pursue private and federal funding to increase competiveness with other states and regions.*

Traditionally Low Inclusion and Low Participation in Policy Making Decisions

The SNS Public Engagement and Equity Task Group, assisted by staff and consultants, led extensive outreach and received direct input from approximately 70,000 individuals and organizations that represent the region. This outreach included a concerted effort to receive and understand input from marginalized populations. As such, SNS has made tremendous strides in identifying common regional goals and outlining strategies to achieve them. However, we still need to increase understanding of the Regional Plan, prioritize public engagement, and rally additional support.

Given the power and influence of a few institutional actors in gaming and the tourist industry in Southern Nevada, balancing power and influence with a wider range of community stakeholders is a challenge. In any region with a single dominant industry – in our case, gaming and tourism – there is always a tension between the needs and goals of that industry and a wider range of stakeholders whose interests may not always align with those of the dominant industry. The Regional Plan provides an opportunity to balance these varying interests.

Southern Nevada Strong set the stage to create a region of residents that are informed, engaged and active participants in making Southern Nevada an even better place to live. The process awakened the community, educated countless individuals and organizations, and fundamentally increased resident involvement in improving local neighborhoods.

Going forward, local governments and the RTC should seize this unique public engagement opportunity and increase the likelihood that our goals and strategies are sustained over the long term. The goals that drove the public engagement effort for the project and that should be continued through implementation include the following:

- **Build Relationships:** Create opportunities for community members to meet and engage with others interested in helping to improve economic and social conditions in the region.
- **Create Opportunities for Inclusive Participation:** Invite all residents – including typically underrepresented groups – to influence the content of the Southern Nevada Strong Regional Plan and the future of the region by providing multiple and varied opportunities for input.
- **Educate Residents and Inform Decision Making:** Provide stakeholders with information needed to make informed contributions to the planning process and provide input that reflects local values, is useful and relevant, and informs decision-making related to the Plan.
- **Build Long-Term Capacity for Civic Engagement:** Help those engaged through this process to stay involved and build social capital and community development leadership to realize the vision for Southern Nevada Strong.

With much of this difficult planning work done, the region's long-term success rests in proactively engaging individuals and organizations representative of the region (paying special attention to traditionally underrepresented populations) to ensure that the Plan remains fully informed, understood, and compelling.

Low Prioritization, Collaboration, Experience, and Capacity in the Regional Plan's Concepts.

Southern Nevada, in the face of unparalleled growth, has not prioritized regional planning significantly and has limited regional governance and therefore collaboration, experience and capacity in regional planning. Nevada is not a "home rule" state, which severely limits local and regional ability to create solutions and funding mechanisms for local problems. Additionally, it is one of the only states in the nation without a regional council of governments.

Public outreach conducted as part of the Southern Nevada Strong process laid the foundation for the kinds of important partnerships needed for implementation and ongoing collaboration.

UNLV Ethnography Research

BY GIANPAOLO BAIOCCHI, DIANA GRAIZBORD, JOHNNIE LOTESTA, AND MICHAEL RODRÍGUEZ-MUÑIZ

The findings and collective report of the ethnography research is the result of a 10-week research study undertaken by a team of fourteen graduate student researchers from the UNLV under the guidance and supervision of a team based at Brown University. The researchers worked in 12 disparate opportunity sites in Southern Nevada, ranging from a historic African American neighborhood (West Las Vegas) to an area surrounding a large abandoned apartment complex – which has since been demolished – (Buena Vista Springs), to an area of relative residential stability (Pittman), to areas that comprise large stretches of roadway (the Maryland Parkway corridor).

Ethnography, is a research method based on the up-close observation of and conversation with people and communities. In each of the sites, researchers identified specific focus areas for more detailed observation, met residents, became familiar with issues of import to the local community, and carried out in-depth interviews. Researchers kept the principles of sustainable communities in mind but were also attentive to new insights raised by the residents themselves.

Ethnography is meant to capture evidence not accessible by other means. Through lengthy and detailed observation, ethnography allows for greater unspoken understandings and the documentation and analysis of individuals' and group's daily activities – more so than through one-time surveys, interviews or focus groups. In this way, ethnography fosters more specific and concrete answers to questions about how families use public parks or respond to insufficient transportation or social services, or even how people make sense of their realities and build community in the midst of poverty. It elevates the everyday knowledge and experiences of neighborhood residents, and has the potential to unsettle accepted wisdoms.

Together, the ethnographic reports identified four main findings, despite the wide diversity of sites:

COMMUNITY

Even though research often took place in economically and socially distressed neighborhoods, residents expressed a strong sense of community and common purpose. Researchers found this in diverse and sometimes unexpected places – social service agencies, ethnic markets, schools, religious institutions, and community centers.

CRIME AND SAFETY

Residents repeatedly conveyed concerns about crime and safety. This confirms recent research on crime and neighborhood satisfaction in the Las Vegas valley by highlighting how residents time and again voiced concern for neighborhood safety in relation to topics such as transportation, housing, and access to public services.

UNLV Ethnography Research

BY GIANPAOLO BAIOCCHI, DIANA GRAIZBORD, JOHNNIE LOTESTA, AND MICHAEL RODRÍGUEZ-MUÑIZ

PUBLIC TRANSIT AND ACCESS TO SERVICES

Access to public transportation and social services – especially access to adequate housing for low-income people and the homeless, and mental health services – are of particular concern to residents who expressed a sense of being left behind. For example, one health clinic administrator called the Buena Vista Springs area a "resource desert," noting the lack of mental health services and support for homeless individuals and families, which is a theme throughout the community. The design of transportation amenities was also commonly cited as being ill-planned for the needs of people. Lack of shade for transit riders, seating materials that are too hot in the summer months, and unsafe pedestrian access all limit transportation choices.

NEED FOR AFFORDABLE HOUSING AND FRESH FOOD

In nearly every neighborhood, residents shared stories of the hardships associated with finding affordable housing and healthy food. These hardships involved inadequate income, poor delivery of social services, and the lack of fresh, healthy, and affordable food at nearby grocery stores. "Slumlords" or those property owners who do not maintain rental properties were cited by respondents for not repairing air conditioning in the harshest time of year, or not responding to bed bugs as well as other nuisances.

THE IMPORTANCE OF PLANNING EXPANDS FOR VULNERABLE PEOPLE

Traditionally, many themes that emerged through the research would not be considered place-based or planning issues per se, but the findings raise expectations for planners to be more attentive to the needs of the most vulnerable members of the community. Lack of access to quality healthcare, mental health services, and crime and safety are impediments to creating walkable, transit-friendly communities that respond to social equity.

Collectively, these findings helped to inform the SNS regional planning process by highlighting experiences and perspectives that may have been difficult to capture through survey or GIS analysis alone. For instance, one report of Gibson Road finds that missing patches of sidewalk, ill-placed crosswalks, and inadequate bike lanes can make pedestrian and bike travel difficult and even dangerous. These and other discoveries have helped SNS planners identify day-to-day challenges facing Southern Nevada residents, as well as adjust aspects of the Regional Plan to address those challenges.

At the same time, the region has worked together on several transformational efforts in the past, including:

- CEDS, a complete reorganization of the State's economic development agencies/efforts and the first ever regional economic development strategy, created by the recently reorganized LVGEA.
- An internationally-lauded coordination and leadership on water conservation led by the SNWA.
- Creation of the Clark County Flood Control District.
- Development of the 215 Beltway.
- The RTC's ongoing success.

These examples demonstrate the region's ability to rise to action when the community understands a critical challenge and opportunity, and an impactful leadership group emerges to guide progress.

Southern Nevada Strong is the region's largest and most concerted effort to date that works together to address key issues of land use and planning, including transit access, housing choice, public health, economic competitiveness and education, public engagement and the environment. The result is an ambitious Regional Plan that calls on Southern Nevada's local governments, along with their regional, state, and federal counterparts, to work hand-in-hand with the private and social sectors to achieve success. Such a plan and so many partners requires administration and implementation leadership from a regional governing body that has a track record of successfully stewarding complex, multi-jurisdictional efforts. Further, strengthening the relationship between transportation, land use and economic development is complementary to the RTC's role as the region's metropolitan planning organization.

To this end, the SNS Consortium Committee carefully considered what agency was best situated and most capable of administering and implementing the Regional Plan. In light of its historical and ongoing successes, the RTC was recommended by the Consortium Committee to be the core administrator of the Plan moving forward. The Consortium Committee advanced its recommendation to the SNRPC, which in turn voted in favor of the RTC's role as core administrator of the Regional Plan.

Serving as administrator and convener of the Regional Plan is a new role for the RTC, making it even more critical for the community to actively engage with and support the RTC.

Lastly, another specific barrier to achieving the vision is the lack of practical experience (ranging from basic understanding to proven technical expertise) in Plan-recommended areas of development, including mixed-use, transit oriented development, infill and adaptive reuse. This shortage of practical experience is further aggravated by underdevelopment in financial expertise and availability of alternative financing mechanisms (e.g. community development capital lending, tax credits, and similar).

Through conversations with local developers and lenders we learned this is primarily due to a historical lack in market opportunity and/or feasibility (perceived or actual). Developers also identified neither understanding the sorts of financing available nor the requirements of such finance, while lenders voiced concern about unproven product types and lack of developer experience with such product types. Southern Nevada Strong

resources and Consortium partners will need to continue to serve as a resource for regional and national lenders, local developers, and others to identify key barriers and possible actions to encourage Plan-recommended development in Southern Nevada.

No Dedicated and Consistent Funding for Implementation

From covering operating costs to meeting the unique capital challenges of regional planning, implementing and sustaining the Regional Plan will require sufficient and stable financial and in-kind resources. Unfortunately, our community and state do not have an existing funding source for this sort of large-scale endeavor.

Regional planning efforts in states across the country have found support from myriad sources, often including public support via local governments and/or the state along with public grants. The amount and type of resources needed are largely predicated on the intensity of implementation efforts, with fewer resources needed if the initiatives are already operating and sufficiently equipped to absorb specific activities identified in the Regional Plan.

Here in Southern Nevada, especially given our resource-constrained environment, scaling up the RTC's ongoing efforts provides a good opportunity to create economies of scale. Many of the strategies in the Plan are not new, just new ways of doing old things that are already funded and operating.

Importantly, the Regional Plan does more than just require more resources – it actually positions Southern Nevada for significant increased federal investment in the areas of housing and transportation, healthy communities, environment, economic development, and education. Indeed, as a direct result of SNS our community can better identify, compete for, and secure federal funding that has long eluded our region.[108]

Achieving the Vision Through Implementation

Since the way we use land profoundly influences how we live, work and play, **this document touches on many aspects of the region's land-use planning.** The goals and policies included in Chapters 3, 4 and 5 will guide the design of the valley's regulatory system, including the zoning code, rules governing the subdivision of land, the interaction of land use and transportation and economic development.

The Plan also recommends strategies that should be pursued in the first few years following Plan adoption. These strategies are found in the Implementation Matrix.

6.2 GOALS AND POLICY STRATEGIES

This section details the **goals, objectives and actions that will enhance Southern Nevada's capability to implement the Regional Plan.**

- **Goals** are the big overarching ideas, changes, or practices that are essential to realize the community's vision.
- **Objectives** establish specific, measurable goals that guide how the Plan is implemented in a way that will achieve the vision.
- **Strategies** outline the steps needed to achieve the objectives.

Goal 1. Continue to expand public engagement and equitable access to community engagement.

Objective 1.1

Activate residents and business people in Southern Nevada Strong Regional Plan implementation.

1.1.1 Grow and mobilize a strong network of people in every sector to support implementation of the Regional Plan.

1.1.2 Connect people in every sector to actions they can take to support the policies and priorities in the Plan.

1.1.3 Ensure that policymakers hear from all sectors of the community as they implement Plan policies by actively reaching out to those who do not traditionally participate in civic affairs.

1.1.4 Incorporate grassroots activities into the strategies for activating residents.

1.1.5 Ensure that all demographic sectors are involved in outreach activities.

1.1.6 Explore employee engagement programs as a way to involve people in SNS.

Objective 1.1

Activate residents and business people in Southern Nevada Strong Regional Plan implementation.

...continued

1.1.7 Reach out and interact with schools, including students, parents, PTA and others.

1.1.8 Utilize a variety of outreach methods that bring engagement opportunities to residents, rather than requiring residents to attend large public events.

Objective 1.2

Innovate and improve public-sector-led public engagement efforts.

1.2.1 Develop and maintain partnerships with communities through formal and informal contact, including community leaders, established business groups, non profits and social service agencies.

1.2.2 Keep people informed about the progress of the Regional Plan implementation and the benefits accruing to the region (broadcast, print and web media).

1.2.3 Establish mechanisms to ensure community input is received as implementation strategies are executed and new ideas are created.

1.2.4 Develop and deploy a pool of community-based liaisons to facilitate regular two-way communication between the public and decision makers to ensure Plan implementation is having the desired effects on the ground.

1.2.5 Establish Southern Nevada Strong kiosks in central locations that help promote messaging and help people stay up to date; use surveys to keep the website dynamic.

1.2.6 Use more photographs to help illustrate development and planning examples.

1.2.7 Develop an education strategy to help improve community understanding of place types, placemaking and planning concepts (e.g., infill development).

1.2.8 Track and monitor commitments of Southern Nevada Strong team and partners to conduct engagement activities.

1.2.9 Emphasize implementation so that members see this as a Plan that will not just sit on the shelf.

Objective 1.3

Ensure Southern Nevada remains a welcoming place for people from diverse backgrounds, future generations and with varying degrees of mobility and independence.

1.3.1 As a global community with residents and visitors from all over the world, continue to promote the region's image as a welcoming place with a sense of pride and engagement in local decision making and for talent recruitment purposes.

1.3.2 Employ go-to-them public engagement methods to reach a diverse range of residents.

1.3.3 Tailor outreach and engagement methods based on what has worked well in the past, respecting the cultural, linguistic, temporal, and geographic preferences of a community, and the question, action or decision at hand.

1.3.4 Use online methods and interactive tools to facilitate convenient, time-efficient participation.

1.3.5 Foster a community "can do" spirit through events and activities.

1.3.6 Leverage bilingual community partners, volunteers and staff to provide information in target languages and to convey a genuine celebration of a multi-cultural and socially equitable future.

1.3.7 Support and connect existing committees working on the needs of people with disabilities to continue to conduct outreach and gather input on the needs of this target audience.

1.3.8 Focus on outreach methods that "reach people where they are."

1.3.9 Develop eligibility criteria for regional implementation money that includes equity considerations.

1.3 10 Identify community leaders and champions who will promote the SNS Plan and its implementation.

Objective 1.4

Build understanding, expertise and leadership in community development.

1.4.1 Seek community grants for grassroots community organizing efforts to advance Regional Plan implementation.

1.4.2 Provide training to help residents build their organizing capacity. For example, provide training on how to move from an informal group of concerned citizens to an organized group or association, community-based organization, neighborhood association or multi-hub social network.

1.4.3 Identify communities and organizations that are well-positioned to start, develop and grow community development corporations, organizations that focus on specific neighborhoods and often lead not-for-profit development efforts and provide affordable housing.

1.4.4 Support all those who are working on implementing the Plan with materials, resources and up-to-date information.

1.4.5 Consider providing small grants to neighborhood groups to support local implementation (e.g. community gardens).

Objective 1.5

Develop an on-going communications strategy to keep the public informed and to generate interest, enthusiasm and confidence in the Plan.

1.5.1 Ensure consistency in communication is maintained by preserving the project name, branding, imagery and adhering to brand guidelines in order to demonstrate to the public continuity in the project and a commitment to implementation.

1.5.2 Develop relationships with key reporters and editors of local news outlets, including television, radio, newspaper, ethnic media, business press and online outlets.

1.5.3 Create media-worthy public events that promote Plan objectives and goals.

1.5.4 Create media opportunities for benchmark components and successful completion of specific Plan activities.

1.5.5 Involve key stakeholders and elected officials in all media opportunities.

1.5.6 Maintain proactive editorial calendar.

1.5.7 Coordinate editorial board meetings on Plan implementation and development.

1.5.8 Develop a network of supporters who will act as industry-specific experts and will speak to media and advocate to governmental and decision-making bodies on behalf of the Regional Plan.

Goal 2. Work closely with member agencies and the RTC of Southern Nevada to prioritize regional planning and enhance collaboration.

Objective 2.1

Identify great regional planning mentors.

2.1.1 Identify peer exchange opportunities and build relationships with a 'kitchen cabinet' of successful regional planning organizations.

2.1.2 Send RTC and member agency staff to attend capacity building training, workshops, and national conferences to build collaboration within and outside the region.

2.1.3 Engage local, regional, state and national leaders to speak at events and share lessons learned and innovative approaches to regional plan implementation.

Objective 2.2

Clarify RTC's priorities in the Regional Plan and align complementary efforts to raise awareness and understanding.

2.2.1 Ensure RTC staff and Board members have the opportunity to prioritize key implementation activities.

2.2.2 Cultivate regional leaders and stakeholders to advocate for the Regional Plan concepts.

2.2.3 Dedicate staff time and resources to allow ongoing regional collaboration.

Objective 2.3

Transition staff, project structure and stakeholder roles for successful communication, decision making and implementation in relation to the Regional Plan.

2.3.1 Continue to build support for the Regional Plan with the RTC Board and member agency elected officials.

2.3.2 Maintain project name, branding and brand guidelines to build on momentum and connect complementary efforts.

2.3.3 Identify additional stakeholders and project champions; develop new relationships and strengthen existing participation as the region transitions to implementation.

2.3.4 Convene regional partners from the public and private sectors on a regular basis to maintain support for implementation priorities and to share updates.

2.3.5 Determine appropriate communication and decision-making channels relating to the Plan's implementation. For example, consider nominating an Implementation Advisory Committee to oversee implementation, drawing from or consolidating the existing Consortium Committee, Task Groups, and Working Group, and/or existing RTC stakeholder groups and committees.

Objective 2.4

Integrate administration of the Regional Plan and updates with existing RTC structure and efforts.

2.4.1 Update the Regional Plan, at a minimum, every 10 years with attention to incorporating input from the public, RTC member agencies and stakeholders and other boards who may need to adopt the Plan as a legislative requirement, such as the SNRPC.

2.4.2 Provide access to the Regional Plan online and encourage member agencies and other partners to provide a link to the Plan on their respective websites.

2.4.3 Update the SNS indicators annually or semi-annually to measure progress toward the Regional Plan vision and goals.

2.4.4 Identify metrics or performance measures to align with goals for more precise monitoring as regional capacity and support for planning concepts continue to build.

Objective 2.5

Work with State legislators and UNLV to heighten the role of planning and communicate the benefits of working regionally.

2.5.1 Pursue an accredited planning program at UNLV.

2.5.2 Continue to brief state legislators on regional implementation work.

2.5.3 Coordinate with local jurisdictions to explore state legislative initiatives that will remove obstacles and promote opportunities for implementation of the Regional Plan goals and objectives.

Goal 3. Build experience and capacity in the Regional Plan concepts.

Objective 3.1

Develop relationships with other regions to learn from their experience in regional plan implementation.

3.1.1 Organize study tours with public and private sector leaders to other regions that have made strides in implementing their regional plans.

3.1.2 Attend national and regional conferences on topics introduced in the Plan; participate in formal and informal information sharing with model agencies.

3.1.3 Continue to share updates with local, regional and state agencies to align efforts and to achieve mutual priorities.

Objective 3.2

Build capacity of the RTC and jurisdictional planning staff through professional development.

3.2.1 Augment staff, resources and expertise on regional planning.

3.2.2 Host capacity-building events regularly to maintain momentum and to continue to expose stakeholders to planning principles current research and best practices from other regions.

3.2.3 Work with existing professional organizations to educate their memberships on innovative practices from other regions.

3.2.4 Explore the concept of a fellowship program for planning professionals from other regions to work in Southern Nevada for a set period of time to encourage diversity of thought and ideas.

Objective 3.3

Increase demand for and familiarity with alternative financing sources among real estate developers to build Plan-recommended products.

3.3.1 Connect developers, builders and finance institutions to financing options and Plan-recommended products.

3.3.2 Promote financing options through convenings, stakeholder meetings, and targeted industry marketing efforts.

3.3.3 Actively recruit developers with proven experience in other markets.

3.3.4 Host smaller, strategic networking events to connect developers and financing institutions through professional organizations or other networks.

3.3.5 Market strategic sites, such as the Opportunity Sites (Maryland Parkway Corridor, downtown North Las Vegas and Boulder Highway at Gibson/ Broadbent), to developers, investors, financing institutions, neighbors and others to share the vision and desire to work collaboratively on redevelopment.

Goal 4. Develop local funding strategies to implement items with fiscal impacts.

Objective 4.1

Identify stable funding sources for Regional Plan staff.

4.1.1 Work with local jurisdictions to identify the current jurisdiction-led activities that the RTC can shoulder and that the local jurisdictions can fund accordingly.

4.1.2 Identify existing activities in the Region that could be folded into Regional Plan implementation.

Objective 4.2

Cultivate understanding and support among constituents and voters for the Regional Plan.

4.2.1 Continue to actively engage residents and business people in Plan implementation.

4.2.2 Share updates frequently on community engagement accomplishments and outcomes.

Objective 4.3

Develop funding sources for grants and matching dollars.

4.3.1 Work with local partners to create funding sources for Opportunity Site evaluation.

4.3.2 Look for public-private partnership opportunities for Regional Plan implementation.

Goal 5. Proactively seek external funding for Plan implementation.

Objective 5.1

Enhance efforts to pursue private and federal funding to increase competitiveness with other states and regions.

5.1.1 Pursue federal funding from the Smart Communities Initiative (SCI) partnership and reach out to other federal partners to determine how they can support implementation of the Regional Plan.

5.1.2 Work with organization such as the Brookings Institute and the Nevada Community Foundation to increase competitiveness for federal funding and prioritize grant seeking at all levels of government.

5.1.3 Increase coordination and data sharing with the Nevada State Grant Office, as well as designees at each local government.

5.1.4 Tie eligibility criteria for state and federal dollars to the ability for the potential project to meet Regional Plan objectives.

5.1.5 Enhance the accuracy, consistency, and timeliness of data reported to the federal government.

5.1.6 Work with community leaders to increase their understanding and support of the Regional Plan.

5.1.7 Dedicate staff time to grant seeking and grant writing to look for additional funding sources for Regional Plan implementation.

Acronyms

ADA	American with Disabilities Act
BRT	Bus Rapid Transit
CCSD	Clark County School District
CEDS	Comprehensive Economic Development Strategy
CDSN	Conservation District of Southern Nevada
CHP	Combined Heat and Power
CIP	Capital Improvement Program
CLV	City of Las Vegas
CNT	Center for Neighborhood Technology
C-PACE	Commercial Property Assessed Clean Energy
CPTED	Crime Prevention Through Environmental Design
DMV	Department of Motor Vehicles
EAH	Employer Assisted Housing
EPA	United States Environmental Protection Agency
FAR	Floor Area Ratio
HOA	Homeowners Association
HOV	High Occupancy Vehicle
HUD	U.S. Department of Housing and Urban Development
IGT	International Gaming Technologies
LEED	Leadership in Energy Efficient Design
LQ	Location Quotient
LUST	Leaking Underground Storage Tanks
LVGEA	Las Vegas Global Economic Alliance
MPH	Miles Per Hour
MSA	Metropolitan Statistical Area
MSW	Municipal Solid Waste
NDEP	Nevada Division of Environmental Protection
PROWAG	Public Right-of-Way Accessibility Guidelines
PV	Photovoltaic
RAI	Regional Analysis of Impediments
RDA	Redevelopment Authority
RTC	Regional Transportation Commission of Southern Nevada
RTP	Regional Transportation Plan
RTCA	Rivers, Trails, and Conservation Assistance Program
SEER	Seasonal Energy Efficiency Ratio
SCI	Smart Communities Initiative
SNAP	Supplemental Nutritional Program
SNHD	Southern Nevada Health District
SNPLMA	Southern Nevada Public Lands Management Act
SNRHA	Southern Nevada Regional Housing Authority
SNRPC	Southern Nevada Regional Planning Coalition
SNS	Southern Nevada Strong
SNWA	Southern Nevada Water Authority
TIP	Transportation Improvement Program
TOD	Transit Oriented Development
UNLV	University of Nevada, Las Vegas
USDA	U.S. Department of Agriculture
VOC	Volatile Organic Compound

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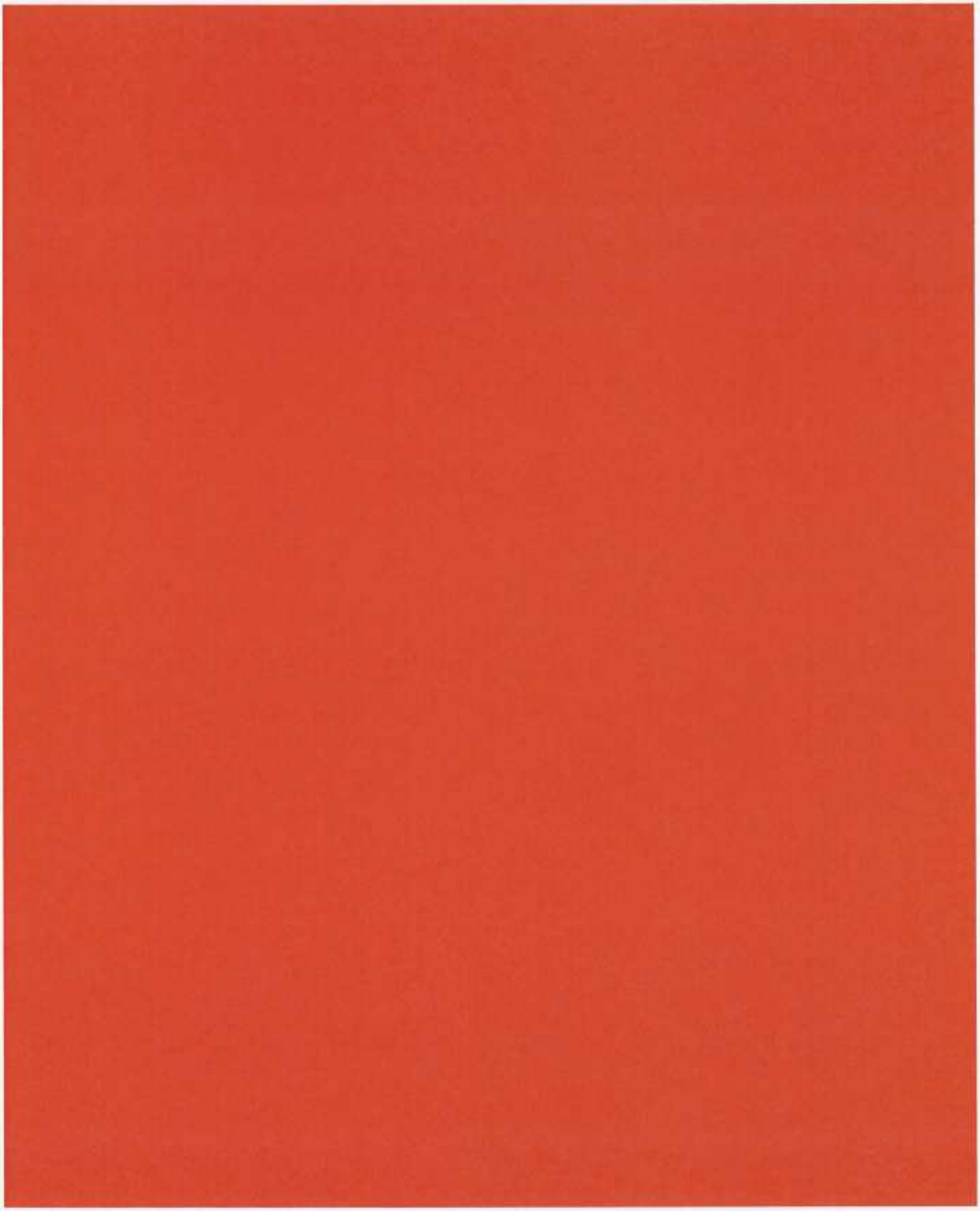
106. Turley, B. (2008). Mobilizing Connectivity: Applying Connectivity Tools in the Arterial Planning Process. Presented at the 11th National Conference on Transportation Planning for Small and Medium-Sized Communities. Transportation Research Board and Federal Highway Administration. Available at: http://pubsindex.trb.org/view.aspx?id=899091.
107. Mineta Transportation Institute. (2012). "Low-Stress Bicycling and Network Connectivity." http://transweb.sjsu.edu/PDFs/research/1005-low-stress-bicycling-network-connectivity.pdf
108. Nevada is 53rd in the Nation – behind all other states and three territories – for receipt of federal formula and competitive grant funds. According to a May 2014 report from The Lincy Institute at UNLV, Nevada receives $529M less annually in formula and grant funds than our intermountain west neighbor states.



SOUTHERN NEVADA STRONG

SOUTHERNNEVADASTRONG.ORG

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 1, 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 - 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. This item was held in abeyance from the February 18, 2015 City Council meeting.

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.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 1, 2015

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

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding the appointment of members to the Neighborhood Partners Fund Board for Fiscal Year 2015-16 - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
The Neighborhood Partners Fund Board was established through Council action in June of 1998 to review Neighborhood Partners Fund applications and make funding recommendations to the City Council. The Neighborhood Partners Fund program is designed to assist the residents of the city of Las Vegas to improve the quality of life in their communities. In 2010, the bylaws were amended as a housekeeping measure to clarify that members need not be City residents. Procedure for this Board is appointment by Mayor and City Council.

RECOMMENDATION:
Appointments: Ward 1 Neighborhood Rep – To Be Determined
Ward 6 Staff Designee – Christine Kramar; Ward 6 Neighborhood Rep - Larry Schultz

Reappointments: Mayor's designee - Greg Toussaint;
Ward 1 Staff Designee - Kimberly Reid, Ward 2 Staff Designee - Vicky Skilbred;
Ward 2 Neighborhood Rep - Sherese Holmes, Ward 3 Staff Designee – Felipe Ortiz;
Ward 3 Neighborhood Rep - Lance Kirk, Ward 4 Staff Designee - Becky Skouson;
Ward 4 Neighborhood Rep - Beth Borysewich; Ward 5 Staff Designee - Tanya Jackson-Renter;
Ward 5 Neighborhood Rep–AJ Powell

BACKUP DOCUMENTATION:
1. Agenda Memo
2. Current Listing and Authority

3/19/2014

NEIGHBORHOOD PARTNERS FUND BOARD

MEMBERS	ADDRESS	ZIP CODE	ORIGINAL APPT.	TERM EXPIRES
1) GREG TOUSSAINT **MAYOR GOODMAN' S DESIGNEE**			3/16/2011	3/30/2015
2) KIMBERLY REID **CITY COUNCIL - WARD 1** **STAFF DESIGNEE**			3/16/2011	3/30/2015
3) DEBRA MOULTON **NEIGHBORHOOD REP - WARD 1**			3/19/2014	3/30/2015
4) VICKY SKILBRED **CITY COUNCIL - WARD 2** **STAFF DESIGNEE**			3/20/2013	3/30/2015
5) SHERESE HOLMES **NEIGHBORHOOD REP - WARD 2**			6/20/2012	3/30/2015
6) FELIPE ORTIZ **CITY COUNCIL - WARD 3** **STAFF DESIGNEE**			6/20/2012	3/30/2015
7) LANCE KIRK **NEIGHBORHOOD REP - WARD 3**			3/20/2013	3/30/2015
8) BECKY SKOUSON **CITY COUNCIL - WARD 4** **STAFF DESIGNEE**			3/19/2014	3/30/2015
9) BETH BORYSEWICH **NEIGHBORHOOD REP - WARD 4**			3/19/2014	3/30/2015
10) TANYA JACKSON-RENTER **CITY COUNCIL - WARD 5** **STAFF DESIGNEE**			3/19/2014	3/30/2015
11) AJ POWELL (MRS.) **NEIGHBORHOOD REP - WARD 5**			4/5/2006	3/30/2015
12) MICHELLE THACKSTON **CITY COUNCIL - WARD 6** **STAFF DESIGNEE**			4/2/2008	3/30/2015
13) DARIN GARNESS **NEIGHBORHOOD REP - WARD 6**			3/20/2013	3/30/2015

AUTHORITY: Created by Council Action on 3-9-98 with bylaws approved on 6-22-98. By-Laws were amended on 2-16-2000 to increase the membership to 13 members. By-law approval of 3-18-2009 adjusted terms to April 1 through March 30 of appointed year; By-Laws were amended 5/19/2010 to clarify City residency is not required.

MEMBERS: 13 MEMBERS appointed by the Mayor and City Council comprised as follows:
Mayor or her/his designee
Council Liaison or Staff Designee of the Councilmember for each of the six Council Wards
One Neighborhood Representative for each of the six Council Wards

TERM: Members shall each serve a term of one year. Expiration dates were set on 5/18/2000 so all members terms expired at the same time and adjusted to 4/1 to 3/30 in 2009.
Members may be reappointed to consecutive one-year terms as necessary
(Must fill unexpired term. Membership is not assignable or transferable.)

NOTES: Members Need Not Be City Residents
No Financial Disclosure Required

PURPOSE: Review Neighborhood Partners Fund applications and recommend awards to the City of Las Vegas City Council

MEETINGS: Department of Parks, Recreation and Neighborhood Services - Call of the Chair and the Board may establish regular meetings by resolution. Meetings are subject to the provisions of the Open Meeting Law.

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 1, 2015

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

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - PARKS & RECREATION ADVISORY COMMISSION - Laurie Buchman and Charles Foger, Term Expiration 3-24-2015

Fiscal Impact

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

PURPOSE/BACKGROUND:
This board consists of 15 members appointed by the City Council. There is no City residency requirement, terms are for three years; unexpired terms must be filled and there is no limit to the number of terms that may be served. Ms. Buchman and Mr. Foger are eligible and Ms. Buchman does wish to be reappointed.

RECOMMENDATION:
Options are:
Reappoint Ms. Buchman or appoint a new member to fill the seat
Reappoint Mr. Foger or appoint a new member to fill the seat

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Recommendation Memo from Tim Hacker, Director, Parks & Recreation

03/04/2015

PARKS & RECREATION ADVISORY COMMISSION

MEMBERS		ORIGINAL APPT.	TERM EXPIRES
1.	ARMENIAN, ADROUSHAN (ANDY)	06-04-2008 **(Reappt 01-21-2009)** **(Reappt 02-01-2012)** **(Reappt 02-04-2015)**	02-05-2018
2.	LEE, HARRY	12-06-2006 **(Reappt 12-03-2008)** **(Reappt 11-16-2011)** **(Reappt 12-17-2014)**	12-07-2017
3.	AKER, MICHAEL R., SR.	10-04-2006 **(Reappt 11-15-2006)** **(Reappt 12-02-2009)** **(Reappt 11-07-2012)**	12-12-2015
4	BASTIAN, BILLIE	01-04-2012 **(Effective 01-08-2012)** **(Reappt 02-04-2015)**	01-08-2018
5.	BECKER, RICHARD R.	10-03-2012 **(Reappt 12-19-2012)**	01-07-2016
6.	THOMASON, APRIL	12-03-2011 **(Reappt 12-17-2014)**	12-03-2017
7.	LOPEZ, DAVID ALEXANDER	01-05-2011 **(Effective 01-06-2011)** **(Reappt 12-18-2013)**	01-06-2017
8.	THOMSON, JEFFERY R. (Fills Unexpired Term of Joseph R. Callo Jr.-Resigned)	09-05-2012 **(Reappt 12-17-2014)**	11-02-2017
9.	WHITE, MALCOLM D.	11-07-2001 **(Reappt 04-07-2004)** **(Reappt 03-07-2007)** **(Reappt 03-17-2010)** **(Reappt 03-06-2013)**	04-07-2016
10.	SHERMAN, LISA B. (Formerly Lisa Cavaretta)	04-01-1992 **(Reappt 04-05-1995)** **(Reappt 03-23-1998)** **(Reappt 03-07-2001)** **(Reappt 03-17-2004)** **(Reappt 03-07-2007)** **(Reappt 03-17-2010)** **(Reappt 03-06-2013)**	04-01-2016

11.	FOGER, CHARLES	11-06-2002	03-24-2015 **(Reappt 02-19-2003)** **(Reappt 03-01-2006)** **(Reappt 03-04-2009)** **(Reappt 03-07-2012)**
12.	TABOR, AMY	11-20-2013	07-06-2017 **(Reappt 07-02-2014)**
13.	BUCHMAN, LAURIE R.	09-17-2008	03-24-2015 **(Reappt 03-04-2009)** **(Reappt 03-07-2012)**
14.	McCURDY, WILLIAM	12-05-2001	02-20-2018 **(Reappt 01-22-2003)** **(Reappt 01-18-2006)** **(Reappt 01-21-2009)** **(Reappt 02-15-2012)** **(Reappt 03-04-2015)**
15.	WHITE, THOMAS (William Teel, Resigned)	11-19-2014	11-19-2017

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

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

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

AUTHORITY: LVMC 2.42

MEMBERS: 15 members appointed by the City Council. (Increased from 11 to 15 on 2-6-1991, Ord. 3554)

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

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

MEETINGS: Meets 1st Tuesday of each month, 4:00 P.M., 495 South Main Street 2nd Floor Clerk's Conference Room

Memorandum

City of Las Vegas
Parks and Recreation

To: LuAnn Holmes, Acting City Clerk

From: Tim Hacker, Director

CC: Ms. Laurie Buchman

Date: March 4, 2015

Re: Park & Recreation Advisory Commission – Reappoint Laurie Buchman

---

We have contacted Ms. Laurie Buchman, whose term on the Park & Recreation Advisory Commission expired on March 24, 2015. Ms. Buchman wishes to be appointed for another 3 year term on the Commission. To date, she has missed no meetings, in the last 12 months. Ms. Buchman has been a valued member of the Commission and has represented the citizens of Las Vegas by supporting our parks projects and Parks and Recreation programs. I highly recommend her reappointment.

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 2015

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2015-14 - For Possible Action - 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:
ADOPTION at the 4/1/2015 City Council Meeting pursuant to the 3/16/2015 Recommending Committee Meeting

First Reading – 2/18/2015; First Publication – 3/19/2015

BACKUP DOCUMENTATION:
1. Bill No. 2015-14
2. Backup Submitted from the March 16, 2015 Recommending Committee Meeting

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.

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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

CHARLESTON NEIGHBORHOOD PRESERVATION

"Doing things today that will improve tomorrow"

PHONE: (702) 259-3094

Date FOR: 16 March 2015
To: RECOMMENDING COMMITTEE council persons of the day
From: Charleston Neighborhood Preservation
Re: Printed Agenda Item #3, **Bill No. 2015-14**

NO/"REJECTION" is the recommendation from CHARLESTON NEIGHBORHOOD PRESERVATION regarding this proposed **Bill No. 2015-14**, to you RECOMMENDING COMMITTEE members and/or our CITY COUNCIL OF LAS VEGAS.

Some of you may recall that we spoke adamantly against LVMC Chapter 6.75 pertaining to short-term residential rentals when it was proposed and even passed by our then City Council of Las Vegas, NV.

Now comes this proposed "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."**

Does this not cause the insides of each of us to writhe?

Can your United States of America Constitutional minds and standards tolerate such a section as this to be composed by our employees to be imposed upon your constituents? Of course!

The most stinking drop to degradation was passed several years ago, not as far back as 1983, which 'seems' to be indicated by the Section 1 script of this proposed Bill No. 2015.14.

If you, "of the people", elected "by the people" to serve "for the people" recommend that one or more of our "near" 52 Department(s) of Detention and Enforcement "assist in the enforcement of LVMC Chapter 6.75", what may be next demonic step?

Wisdom is available!

There are intelligent approaches, but we suggest that "AMMENDMENT" does not suffice, is not appropriate.

Sincerely,

June Ingram
C.N.P. President

June Ingram, PRESIDENT and BOARD OF Charleston Neighborhood Preservation

J. Clark

Submitted At Meeting

Date 3-16-15 Item 6
by Juanita Clark

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 2015

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2015-15 - For Possible Action - Annexation No. ANX-56622 - Property location: 8580 Bella Loma Court; Petitioned by: Rhonda Martin and Terry Beattie; Acreage: 0.66 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 8580 Bella Loma Court. 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 (June 15, 2015) is set by this ordinance.

RECOMMENDATION:
ADOPTION at the 4/1/2015 City Council Meeting pursuant to the 3/16/2015 Recommending Committee Meeting

First Reading – 3/4/2015; First Publication – 3/19/2015

BACKUP DOCUMENTATION:
Bill No. 2015-15 and Location map

BILL NO. 2015-15

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-56622)

Sponsored by: Councilman Steven D. Ross

Summary: Annexes property described as located at 8580 Bella Loma Court.

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 Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 29, Township 19 South, Range 60 East, M.D.M., Clark County, Nevada, being LOT 15 as shown on BONITA VISTA ESTATES recorded in Book 82 of Plats, Page 52 of Clark County Nevada Records, together with the adjoining 30.00 foot half street right of way of Bright Angel Way and the adjoining 30.00 foot half street right of way of Riley Street described as follows:
>
> BEGINNING at the street centerline intersection of Bright Angel Way and Riley Street; thence along the centerline of said Bright Angel Way, North 89°23'57" East 241.14 feet; thence departing said centerline at right angles, South 0°36'03" East 30.00 feet to the south line of said Bright Angel Way at the northeast corner of said

LOT 15; thence continuing South 0°36'03" East 146.75 feet to the southeast corner of said LOT 15 at the centerline of Bella Loma Court; thence along the centerline of said Bella Loma Court, South 89°23'57" West 59.13 feet to the southwest corner of said LOT 15 at the center of the 45.00 foot radius cul-de-sac; thence North 49°49'12" West 202.34 feet to the west corner of said LOT 15 at the east line of said Riley Street; thence North 89°02'28" West 30.00 feet to the centerline of said Riley Street; thence along the centerline of said Riley Street, North 0°57'32" East 43.79 feet to the POINT OF BEGINNING.

BASIS OF BEARINGS: North 89°23'57" East, being the north line of the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of Section 29, Township 19 South, Range 60 East M.D.M., as shown on Book 82 of Plats, Page 52 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 15th day of June, 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 15th day of June, 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 15th day of June, 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 2-18-15
_____
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": _____

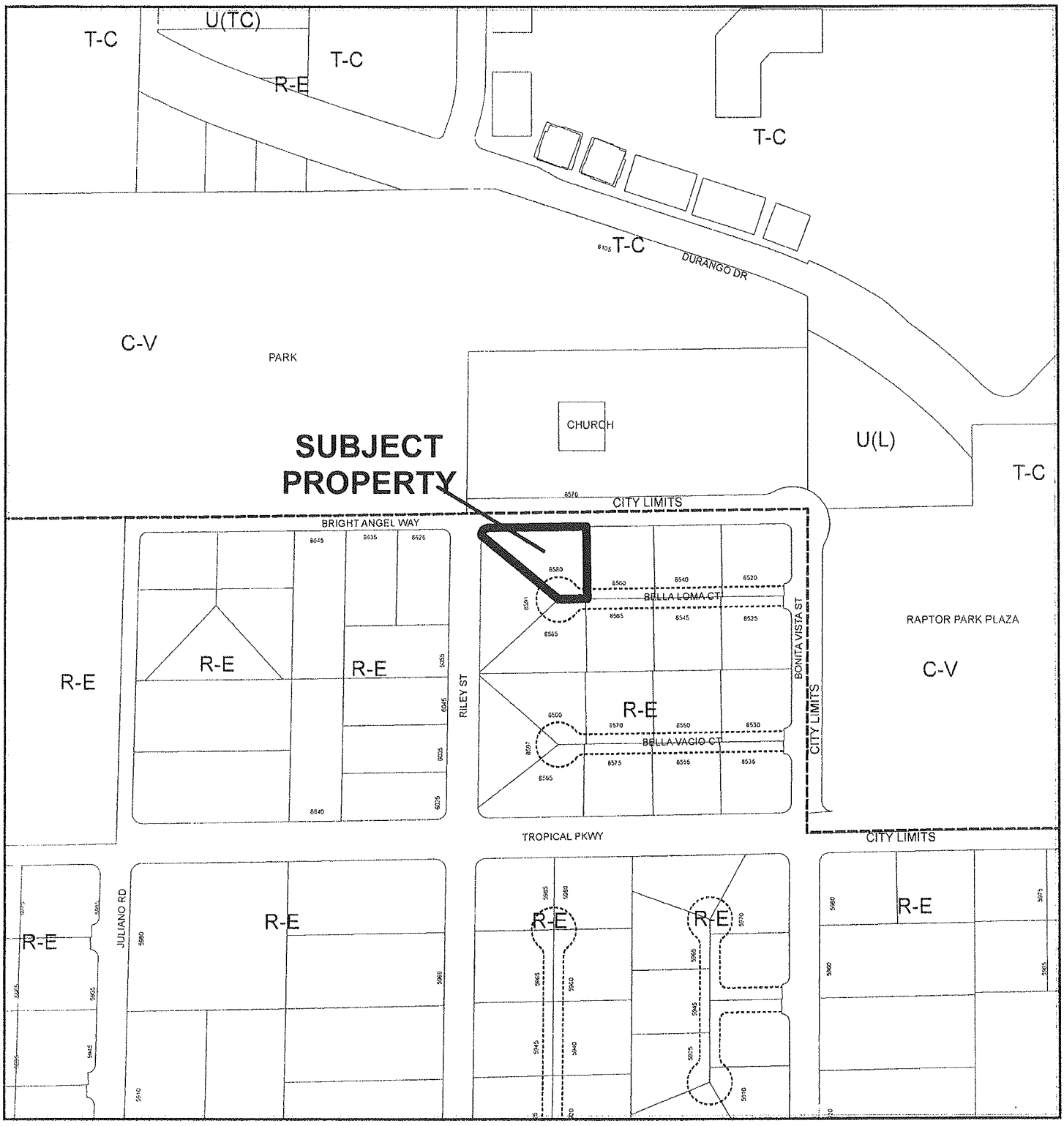
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
Acting City Clerk



CASE: **ANX-56622 (PRJ-56619)**

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Feet

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City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 2015

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2015-17 - Annexation No. ANX-57905 - Property location: located at 3316 Valley Lane; Petitioned by: Hafen I, LLC; Acreage: 0.55 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Ricki Y. Barlow

Fiscal Impact

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

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property located at 3316 Valley Lane. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (April 10, 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. 2015-17 and Location Map

BILL NO. 2015-17

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-57905)

Sponsored by: Councilman Ricki Y. Barlow

Summary: Annexes property described as located at 3316 Valley Lane.

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

SECTION 1: The corporate limits of the City of Las Vegas, Nevada, are hereby extended to annex, include, and make a part of the City of Las Vegas, Nevada, the following described real property:

> That portion of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 20, Township 20 South, Range 61 East, M.D.M., of Clark County Nevada, being the south 150.00 feet of School Block 12 of LAS VEGAS ACRES-TRACT No. 1 as described on TRUSTEE'S DEED UPON SALE recorded April 21, 2010 in Book 20100421 as Instrument Number 02814 of Clark County Nevada records, together with the adjoining 25.00 foot half street right of way of Valley Lane and the adjoining 15.00 foot half of vacated 30.00 foot alley as described by Order of Vacation VS-010-90 recorded April 23, 1993 as Instrument Number 01432 of Clark County Nevada records.

BASIS OF BEARINGS: South 89°48'21" West, being the south line of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) of Section 20, Township 20 South, Range 61 East M.D.M., as shown on Parcel Map in File 4, Page 77 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 10th day of April, 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 10th day of April, 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 10th day of April, 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 3-3-15
_____
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": _____

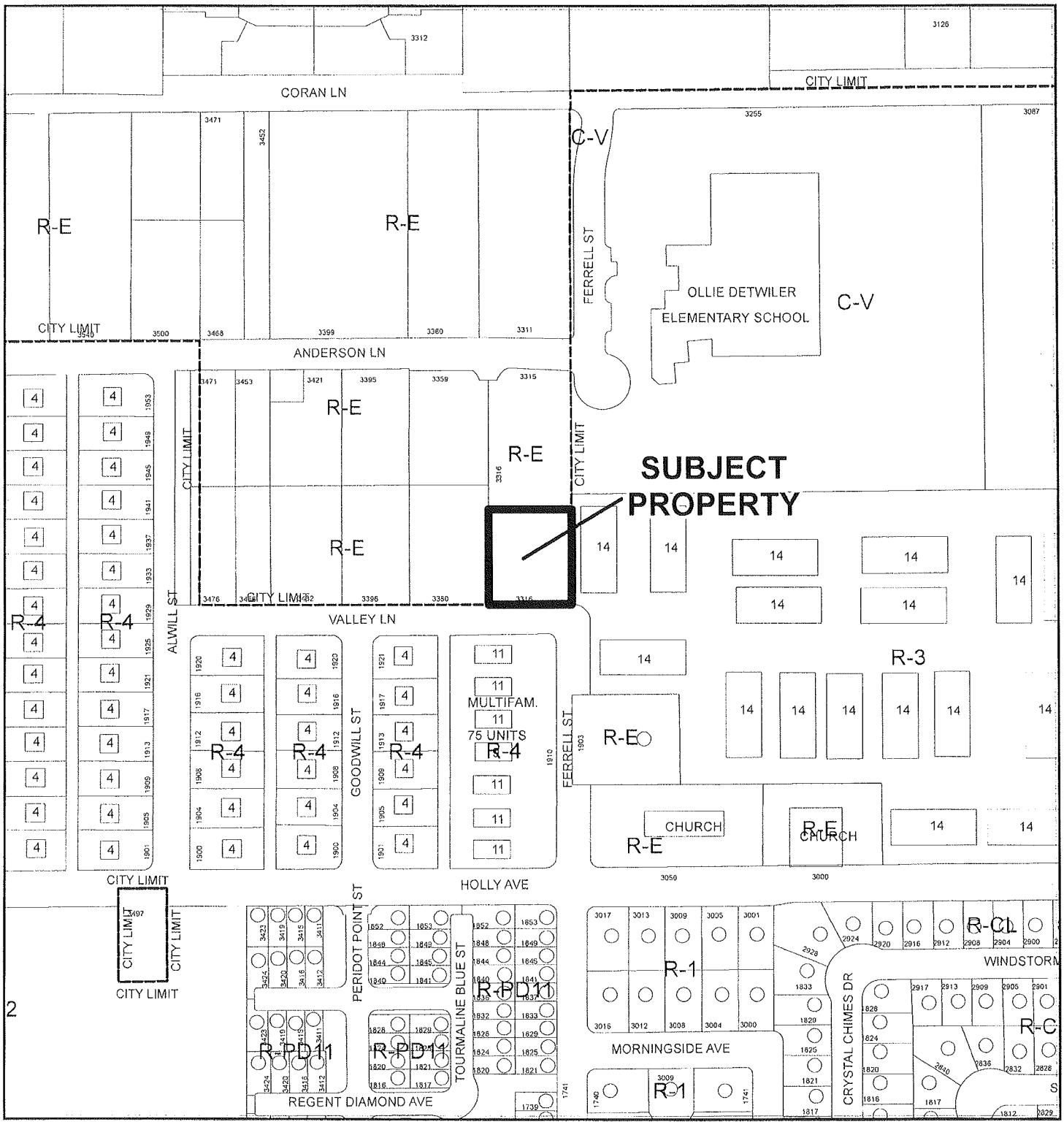
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
Acting City Clerk



CASE: **ANX-57905 (PRJ-57852)**

0 200 400 Feet

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City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 2015

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2015-18 - Repeals and replaces provisions relating to filming activity within the City.
Sponsored by: Mayor Carolyn G. Goodman

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will repeal and replace provisions relating to filming activity within the City. Current provisions on the subject are out of date and inadequate to address all issues that arise. The provisions of the proposed ordinance largely reflect the City's current practice and philosophy regarding filming activity.

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. 2015-18

BILL NO. 2015-18

ORDINANCE NO. _____

AN ORDINANCE RELATING TO FILMING ACTIVITY WITHIN THE CITY; REPEALING LVMC CHAPTER 11.56, PERTAINING TO FILMING ACTIVITY ON CITY PROPERTY, AND REPLACING THAT CHAPTER WITH A NEW CHAPTER 12.04 TO PROVIDE UPDATED AND MORE COMPREHENSIVE REGULATIONS REGARDING FILMING ACTIVITY WITHIN THE CITY; AND PROVIDING FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Carolyn G. Goodman

Summary: Repeals and replaces provisions relating to filming activity within the City.

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

SECTION 1: Title 11, Chapter 56, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby repealed in its entirety.

SECTION 2: Title 12 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 4, consisting of Sections 10 to 190, inclusive, reading as follows:

12.04.010: For purposes of this Chapter:

"City property" means any real property owned by, leased to or otherwise under the control of the City, including any public right-of way.

"Contemporaneous event" means an unplanned happening that is not staged and can only be filmed as the event unfolds.

"Fee schedule" means a schedule of fees adopted pursuant to LVMC 12.04.040.

"Film administrator" means the Director of Public Works or a designee.

"Film liaison" means an employee or agent of the City who is available to assist a permittee in complying with the requirements of this Chapter and coordinating filming activity with the City.

"Filming" means and includes all activity incident to the staging or shooting of motion pictures, television programs, commercial still photography, video tapes, or other visual reproduction technology, including any such technology intended to be used in social media. The term includes set-up and strike activity, as

well as actual photography.

"Fire department" means Las Vegas Fire & Rescue.

"Metro" means the Las Vegas Metropolitan Police Department.

"News media filming" means filming for the purpose of spontaneous, unplanned television news reporting by journalist, reporters, photographers or camera operators.

"Non-City property" means real property other than City property.

"Permittee" means the holder of a film permit issued under this Chapter.

"Public right-of-way" means the full width or any portion of any dedicated street, alley or highway, including any public sidewalk.

12.04.020: (A) Except as otherwise provided in this Chapter, a film permit is required for any of the following:

(1) Filming that takes place on City property, or within any airspace located above City property that is not within the jurisdiction of the Federal Aviation Administration.

(2) Filming that takes place on non-City property, if such filming:

(a) Will impact public safety or vehicular or pedestrian traffic on City property;

(b) Has the potential to impact City property; or

(c) Will include the depiction of law enforcement activity, including fight scenes, chase scenes, or the use of actual or simulated weapons.

(3) Filming that includes the use of pyrotechnics, flame, special effects or laser use.

(B) A permit issued under this Section:

(1) Shall be valid for the period specified, unless extended by the film administrator; and

(2) Authorizes filming activities only by the permittee or those acting under the authority or permission of the permittee.

12.04.030: Except as otherwise specifically provided, the provisions of this Chapter shall not apply to filming by local, national or international news media, or filming for private family use, provided such filming does not disrupt pedestrian or vehicular traffic on public rights-of-way.

12.04.040: The film administrator:

(A) Shall be responsible for the administration of this Chapter.

(B) Subject to applicable procedures, is authorized to promulgate further rules and regulations in order to implement this Chapter, taking into account the impact of filming on:

(1) City property;

(2) Traffic movement and traffic control;

(3) Pedestrian traffic; and

(4) The public health, safety and convenience.

(C) Subject to applicable procedures, is authorized to establish a fee schedule for the use of City property, based upon the impact to City property and resources.

12.04.050: An application for a film permit must be submitted to the film administrator. The application must include or be accompanied by the following:

(A) The name and business address of the film production company or other applicant;

(B) The number of the applicant's City business license, if the applicant is engaged in a business activity for which a City license is required;

(C) The name of the principal, employee or agent authorized to make decisions on behalf of the applicant, along with a telephone number;

(D) The address or location at which the filming is to occur;

(E) The dates and times that the filming is proposed to take place;

(F) A general statement of the character or nature of the proposed activity, including any props and sets proposed to be used;

(G) An estimate of the number and types of vehicles and equipment to be involved in filming;

(H) An estimated number of cast and crew;

(I) A description of any proposed special effects or laser usage;

(J) A description of the nature and types of any pyrotechnics proposed to be used;

(K) A statement that the applicant, principal, employee or agent will take responsibility for all activities to be conducted under the permit; and

(L) A scene script, if required by the film administrator.

12.04.060: An application for a film permit must be submitted as follows:

(A) At least five business days prior to the proposed commencement of filming.

(B) At least ten business days prior to the proposed commencement of filming, for filming where minor traffic disruptions or the limited use of special effects are proposed.

(C) At least sixty days prior to the proposed commencement of filming, for:

(1) Filming of feature films or television movies;

(2) Filming of elaborate exterior commercial shoots that require significant traffic disruptions or the substantial use of special effects; or

(3) Filming that will significantly impact adjacent properties or will involve the construction of structures.

12.04.070: An applicant for filming described in Subsection (C) of LVMC 12.04.060 must schedule a pre-production meeting with the film administrator before a permit may be issued.

12.04.080: (A) Upon a finding by the film administrator that an application is complete, the film administrator shall consider the information provided in the application, taking into account any recommendations from the fire department, Metro, the City's Traffic Engineering staff, and any other departments or agencies whose operations may be impacted. The film administrator may approve the application and issue a film permit upon a finding that the application conforms to the application-related requirements of this Chapter and that the proposed filming activity does or will be in conformance with the filming-related requirements of the Chapter. The film administrator may make the film permit subject to such conditions as the film administrator deems advisable or appropriate. The film administrator may deny

a film permit upon a finding that:

(1) The application is incomplete or does not comply with the requirements of this Chapter;

(2) The proposed filming activity is not or will not be in conformance with the requirements of the Chapter or the requirements of other provisions of the Municipal Code; or

(3) The applicant has committed repeated violations of this Chapter.

(B) In the case of the denial of a film permit, the film administrator shall notify the applicant in writing of the denial, along with the reasons therefor. Notification may be made in person, by email or by United States mail to the address provided on the permit application.

(C) An applicant may appeal a decision by the film administrator under this Section by filing a notice of appeal with the film administrator within five business days after the decision appealed from. The appeal shall be heard by the City Manager or a designee. The designee may be an independent hearing officer appointed by the City Manager for that purpose.

12.04.090: (A) Except as provided in Subsection (B), below, a permittee is not required to use the services of a film liaison, but may request such services on the site of a shoot to assist the permittee in complying with the requirements of this Chapter. If a film liaison is provided by the City pursuant to this Subsection (A), the permittee shall be responsible for reimbursing the City in accordance with the fee schedule.

(B) The City may require the presence of a film liaison when filming occurs at on City property. In such a case the permittee is not required to reimburse the City the cost of providing a film liaison.

12.04.100: (A) No filming for which a permit is required under this Chapter or filming of contemporaneous events on public property in the City may take place unless appropriate insurance policies are in place covering such activity.

(B) Prior to the issuance of a permit or prior to proceeding with filming described in Subsection (A), the permit applicant or person seeking to film must have first secured such policies of

commercial general liability insurance, automobile liability insurance, and worker's compensation coverage as the film administrator may require, and provide satisfactory proof of such coverage.

(C) Any policies required by or pursuant to this Section:

(1) Must be issued by one or more insurance companies authorized to do business in Nevada, with coverage designated for the premises where the filming will take place, including upon any City property.

(2) Must name the City and Metro as additional insureds.

(3) Must be maintained in full force and effect during the period of the filming to which they pertain.

(D) In order to ensure cleanup and restoration of any filming location that may impact City property, the film administrator may require a permittee to post a performance bond, surety or other comparable form of security in a form and amount to be determined by the film administrator and City Attorney. Any such security shall be returned or released upon completion of filming, cleanup and restoration of property.

12.04.110: Every permittee shall provide security, at its own expense, where such security is deemed necessary by Metro for traffic control, pedestrian and vehicular, public safety and protection of public property. Metro may require that such security take the form of, and be provided by, Metro officers, in such numbers and types as may be specified by Metro.

12.04.120: (A) In accordance with Section 322 of the International Fire Code, as adopted and supplemented by the City, the design, construction, operation, and maintenance of permanent and temporary soundstages, production facilities, as well as use of production locations shall comply with NFPA 140 and the provisions of this Section.

(B) Special effects, including without limitation laser, fire and flame effects, or pyrotechnics, may not be used without first obtaining a special effects permit from the fire department. Application for such a permit must be made to the fire department at least ten days in advance of the proposed filming. Any special effects permit issued by the fire department will authorize the use of special

effects only if in accordance with any conditions placed upon the permit. Any changes to those conditions must first be approved by the fire department. If the fire department conditions a special effects permit on the presence of fire department staff for fire safety purposes, the holder of the special effect permit shall be responsible for paying a fee for that service in accordance with the fire department's approved Permit and Fee Schedule.

(C) Independent of any other requirement of this Section, the holder of a film permit is responsible for notifying the fire department, where possible, at least forty-eight hours in advance of any filming in which the presence of the fire department is required.

12.04.130: In connection with any film permit issued under this Chapter, each permittee shall:

(A) Report to the film administrator any changes to the filming dates and times, as well as any material changes to the information provided with the application, and obtain the film administrator's approval before the filming to which the changes pertain.

(B) Before filming in residential or commercial areas, notify all residences and businesses within one linear block of the filming in advance. For purposes of this requirement, "in advance" means at least forty-eight hours, whenever possible. Such notification shall be on forms prescribed by the film administrator and will include the dates and hours of the filming, the proposed use of special effects or pyrotechnics, if any, and the expected interruption of traffic flows. The permittee shall make every effort possible to ensure the least amount of disruption to residents, visitors and business interests within and surrounding the location of the filming.

(C) Before filming on private property, secure permission from the owners or inhabitants of such property.

(D) Maintain on the filming premises for the duration of the filming the film permit, together with corresponding attachments and conditions.

(E) Leave City property in at least as good a condition as before the filming commenced. Any costs incurred by the City to return City property to such condition shall be assessed against the permittee.

12.04.140: In connection with filming to take place on City property, the film administrator may require a permittee to enter into an appropriate agreement with the City, specifying the terms and conditions for the use of City property and an appropriate fee.

12.04.150: As an alternative to a criminal prosecution for the violation of any provision of this Chapter, the City may treat the violation as a civil violation and proceed in accordance with the provisions of LVMC 6.02.400 to 6.02.460, inclusive.

12.04.160: This Chapter may be enforced:

(A) By the Las Vegas Metropolitan Police Department, the Department of Public Works, or any department or function of the City specifically assigned to its enforcement by the City Manager; and

(B) By means of either a criminal prosecution or a civil proceeding in accordance with the provisions of LVMC 6.02.400 to 6.02.460, inclusive. In the case of a civil proceeding, any reference to the "Department" in LVMC 6.02.400 to 6.02.460, inclusive, shall pertain to the department or function assigned to enforce this Chapter.

12.04.170: A film permit may be revoked by the film administrator at any time when such revocation is deemed necessary to protect the public health and safety or to protect property from imminent harm.

12.04.180: At any time during which filming is taking place that would require a film permit under this Chapter, whether or not a permit has been obtained, any officer or employee of a department or function assigned to the enforcement of this Chapter may request any person engaged in filming to identify himself or herself and to produce evidence that the filming activity is in compliance with this Chapter. It is a violation of this Chapter to refuse to provide such information or documentation.

12.04.190: In the case of filming that requires a permit under this Chapter but for which no permit has been obtained, any officer or employee of a department or function assigned to the enforcement of this Chapter, in addition to pursuing any other remedy available under this Chapter, may issue an order to cease and desist the filming activity. It is a violation of this Chapter to refuse to fail or refuse to obey such an order.

SECTION 3: Title 12, Chapter 2, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

12.02.030: This Chapter does not apply to the following:

(A) The sale, offer for sale or solicitation of orders at a temporary event, convention and permanent trade show within an enclosed facility where the attendance is restricted and the general public is not permitted.

(B) A musical performance conducted, promoted or staged in a casino, hotel, theater or other permanent performance facility by the owner, operator or lessee of that facility, if:

(1) The owner, operator or lessee is otherwise licensed to do business pursuant to the provisions of Title 6.

(2) The audience does not exceed a seating capacity of one thousand persons; and

(3) A minimum of one security officer employed by a licensed security company per every two hundred persons is employed to supervise the audience.

(C) Funeral processions.

(D) Students going to and from school classes or participating in educational activities, provided that such conduct is under the immediate direction and supervision of the proper school authorities.

(E) Participation by the City or the Las Vegas Convention and Visitor's Authority in a special event, except that the City Manager or designee, in connection with that event, may impose any requirement in this Chapter, or any other reasonable requirement, that is deemed necessary or appropriate for public safety.

(F) Filming activity governed by LVMC Chapter 12.04.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or

effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 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, MMC
Acting City Clerk

APPROVED AS TO FORM:

Val Steed 3-3-15
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.: **47.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: APRIL 1, 2015

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING:

Bill No. 2015-19 - Creates the City of Las Vegas, Tourism Improvement District (Symphony Park), within the area bounded by parcels on the southwest corner of Bonneville Avenue and Grand Central Parkway as well as the area bounded by Grand Central Parkway on the west and north, the Union Pacific Railroad tracks on the east and Bonneville Avenue on the south. Proposed by: Elizabeth N. Fretwell, City Manager

Fiscal Impact

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

PURPOSE/BACKGROUND:
NRS Chapter 271A authorizes municipalities to create tourism improvement districts within their respective jurisdictions in order to encourage economic development and development related to tourism. In accordance with State law, this bill will formalize the creation of a tourism improvement district within the area referenced in the summary above.

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. 2015-19

Summary — An ordinance creating the City of Las Vegas, Nevada Tourism Improvement District (Symphony Park) and providing other matters properly related thereto.

BILL NO. 2015-19

ORDINANCE NO. _____

AN ORDINANCE CREATING THE CITY OF LAS VEGAS, NEVADA, TOURISM IMPROVEMENT DISTRICT (SYMPHONY PARK); AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, under Nevada Revised Statutes Chapter 271A, Tourism Improvement District Law (the "Tourism Act"), the City of Las Vegas (the "City") has the power to create a tourism improvement district to be known as the "City of Las Vegas, Nevada Tourism Improvement District (Symphony Park)" (the "District") for the development of property within the jurisdiction of the City; and

WHEREAS, the City Council of the City (the "Council") desires to construct a project (the "Project") to be located in the District as further described in the report entitled "An Assessment of the Proposed Symphony Park Tourism Improvement District in Las Vegas, NV" prepared by Civitas and Tourism Economics, dated November 20, 2014 (the "Report") which is on file with the City Clerk of the City (the "Report"); and

WHEREAS, the Tourism Act requires, among other things, that before the District may be created, the Council must make a written finding at a public hearing, based upon reports from independent consultants, as to whether the Project and the financing thereof will have a positive fiscal effect on the provision of local governmental services (the "Fiscal Effect Finding"), after considering:

(a) the amount of proceeds of all taxes and other governmental revenue projected to be received as a result of the properties and businesses expected to be located in the District;

(b) the use of any money proposed to be pledged pursuant to the Tourism Act;

(c) any increase in costs for the provision of local governmental services, including, without limitation, services for education, including operational and capital costs, and services for police protection and fire protection, as a result of the Project and the development of land within the District; and

(d) estimates of any increases in the proceeds from sales and use taxes collected by retailers located outside of the District and of any displacement of the proceeds from sales and use taxes collected by those retailers, as a result of the properties and businesses expected to be located in the District; and

WHEREAS, pursuant to the Tourism Act, at least 45 days before making the Fiscal Effect Finding, the Council provided to the Board of County Commissioners of Clark County, written notice of the time and place of the meeting at which the Council will consider making the Fiscal Effect Finding and each analysis prepared by or for or presented to the Council regarding

the fiscal effect of the Project and the use of any money proposed to be pledged pursuant to the Tourism Act on the provision of local governmental services, including education; and

WHEREAS, the City commissioned the Report regarding, among other things, the fiscal effect on the provision of local governmental services and the estimated amount and source of sales and use taxes generated in the District; and

WHEREAS, the Report is the only analysis prepared by or for or presented to the Council regarding the fiscal effect of the Project and the use of any money proposed to be pledged pursuant to the Tourism Act on the provision of local governmental services, including education; and

WHEREAS, the City provided at least 15 days' notice of a public hearing held on February 4, 2015 by publication pursuant to NRS 271A.080(5); and

WHEREAS, the Council held a public hearing on February 4, 2015 and pursuant to a resolution adopted on February 4, 2015 at the public hearing, the Council made written findings pursuant to NRS 271A.080(2), (3) and (5), including the Fiscal Effect Finding; and

WHEREAS, the City provided materials to the Nevada Commission on pursuant to NRS 271A.080(5); and

WHEREAS, pursuant to a resolution adopted on March 21, 2015, the Commission on Tourism made the determination pursuant to NRS 271A.080(5) that a preponderance of the increase in the proceeds from sales and use taxes identified pursuant to NRS 271A.080(5) will be attributable to transactions with tourists who are not residents of this State and approved the use of monies under NRS 360.855(3); and

WHEREAS, no portion of any of the Property in the District is also included within any boundaries of any other tourism improvement district or any improvement district for which any money has been pledged pursuant to NRS 271.650; and

WHEREAS, having met all of the prerequisites to creation of the District pursuant to NRS 271A.080, the Council desires to create the District; and

WHEREAS, the City staff has presented to the Council a description and a map of the boundaries of the District; and

WHEREAS, the Council has reviewed the documents submitted for the District; and

WHEREAS, the Council and officers of the City have done all things necessary and preliminary to the creation of the District, and the Council desires now to create the District by this ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "Tourism Improvement District (Symphony Park) Creation Ordinance" (herein the "Ordinance"). All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers of the City (not inconsistent with the provisions of this Ordinance) concerning the District and the Project hereby are, ratified, approved and confirmed.

Section 2. The Council has heretofore determined and does hereby determine:

a. No retailers will have maintained or will be maintaining a fixed place of business within the District on or within 120 days immediately preceding the date of adoption of this Ordinance; and

b. The District is located entirely within the boundaries of the City.

Section 3. There shall be, and hereby is, created in the City the District being a tourism improvement district designated as the "City of Las Vegas, Nevada, Tourism Improvement District (Symphony Park)" for the purpose of acquiring the Project. The boundaries of the District are generally described as including parcels adjacent to Grand Central Parkway and Bonneville Avenue and as more particularly described in the Report.

Section 4. Pursuant to NRS 360.855(3) the City Council hereby approves and authorizes the use of money received pursuant to subsection 1 of NRS 360.855 that is not needed to make payments due during a fiscal year of the principal of, interest on, and other payments or security-related costs with respect to, any bonds or notes issued pursuant to NRS 271A.120 and payments due during that fiscal year under any agreements made pursuant to NRS 271A.120 for the purpose of prepaying, defeasing or otherwise retiring all or a portion of any bonds or notes issued pursuant to NRS 271A.120 or of prepaying amounts due under any agreements entered into pursuant to NRS 271A.120, or any combination thereof, with respect to the District.

Section 5. The Project, which is a permitted project under NRS Chapter 271A, is hereby ordered to be acquired, improved, equipped, operated and maintained within the boundaries of the District.

Section 6. For the purposes of carrying out the acquisition, improvement, equipment, operation and maintenance of the Project within the District as more specifically described herein and the financing of the Project, the City hereby determines to pledge and hereby pledges 75% of:

(1) An amount equal to the proceeds of the taxes imposed pursuant to NRS 372.105 and 372.185 with regard to tangible personal property sold at retail, or stored, used or otherwise consumed, in the district during a fiscal year, after the deduction of a sum equal to 1.75 percent of the amount of those proceeds;

(2) The amount of the proceeds of the tax imposed pursuant to NRS 377.030 with regard to tangible personal property sold at retail, or stored, used or otherwise consumed, in the improvement district during a fiscal year, after the deduction of 1.75 percent of the amount of those proceeds.

Section 7. Pursuant to NRS 271A.090, the determinations and written findings made by the Council in this Ordinance are conclusive in the absence of fraud or gross abuse of discretion.

Section 8. After adoption of this Ordinance, City staff is hereby authorized to negotiate with the State of Nevada Department of Taxation the terms of an agreement specifying the dates and procedure for distribution to the City of any money pledged pursuant to Section 6 of this Ordinance and to provide such agreement to the Council for its approval.

Section 9. Before the issuance of any bonds to finance the Project in the District, City staff is hereby authorized to obtain a feasibility study, commissioned by the City, which shows that a sufficient amount will be generated from money pledged pursuant to NRS 271A.070 to make timely payment on the bonds, taking into account the revenue from any other revenue-producing projects also pledged for the payment of the bonds, if any.

Section 10. When first proposed, this Ordinance must be read to the Council by title, after which an adequate number of copies of this Ordinance must be deposited with the City Clerk for public examination and distribution. Notice of the deposit must be published once in a newspaper published and having general circulation in the City at least 10 days before the adoption of the Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

BILL NO. _____
ORDINANCE NO. _____

AN ORDINANCE CREATING THE CITY OF LAS VEGAS, NEVADA, TOURISM IMPROVEMENT DISTRICT (SYMPHONY PARK); AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, at her office in City Hall, 495 S. Main Street, Las Vegas, Nevada, and that such Ordinance was proposed March 18, 2015, and will be considered for adoption at the a regular meeting of the City Council of the City of Las Vegas held on April 1, 2015.

/s/ LuAnn D. Holmes, MMC
Acting City Clerk

(End of Form of Publication of Notice of Filing of An Ordinance)

Section 11. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published once by its title only, together with the names of the Council members voting for or against its passage, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having a general circulation in the City, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF ADOPTION OF ORDINANCE)

ORDINANCE NO. _____
(of the City of Las Vegas, Nevada)

AN ORDINANCE CREATING THE CITY OF LAS VEGAS, NEVADA, TOURISM IMPROVEMENT DISTRICT (SYMPHONY PARK); AND PROVIDING OTHER MATTERS PROPERLY RELATING THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-numbered and entitled ordinance are available for public examination and distribution upon request at the office of the City Clerk of the City of Las Vegas, Nevada, at her office at 495 S. Main Street, Las Vegas, Nevada; and that the above-numbered and entitled Ordinance was proposed on March 18, 2015, and was passed at the meeting held on April 1, 2015, by the following vote of the City Council:

Those Voting Aye:	
Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers
Those Voting Nay:	_____
Those Absent:	_____

This Ordinance shall be in full force and effect from and after the ___ day of April, 2015, i.e., the day after the publication of such Ordinance by its title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

DATED this April 1, 2015.

By: /s/ Carolyn G. Goodman
Carolyn G. Goodman, Mayor

Attest:

/s/ LuAnn D. Holmes, MMC
Acting City Clerk

(End of Form of Publication)

Section 12. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 13. If any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

PASSED, ADOPTED AND APPROVED THIS APRIL 1, 2015.

(SEAL)

_____
Carolyn G. Goodman, Mayor

Attest:

_____
LuAnn D. Holmes, MMC, Acting City Clerk

Approved as to form:

Val Steed 3-9-15
City Attorney or Chief Deputy City Attorney

This Ordinance shall be in full force and effect from and after April __, 2015, i.e., the date after the publication of such ordinance by its title.

STATE OF NEVADA)
)
COUNTY OF CLARK) **:ss**
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, MMC, the duly chosen, qualified and Acting City Clerk of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the Council on March 18, 2015, and finally adopted and approved on April 1, 2015.

2. The following members of the Council were present at the March 18, 2015 Council meeting:

Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers
Those Absent:	_____

3. The foregoing Ordinance was first proposed and read by title to the City Council on March 18, 2015, and referred to a committee for recommendation; thereafter the said committee reported favorably on said Ordinance on April 1, 2015, which was a regular meeting of said Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the April 1, 2015 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:

Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers

Those Voting Nay: _____

_____

Those Absent: _____

_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself as the City Clerk, and sealed with the seal of the City, and has been recorded in the journal of the Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the Council were given due and proper notice of the meetings held on March 18, 2015 and April 1, 2015. Pursuant to Section 241.020, Nevada Revised Statues, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three working days before the meetings at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, on the official website of the State of Nevada pursuant to NRS 232.2175 and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
Las Vegas, Nevada

(ii) City of Las Vegas
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

and

(b) By mailing prior to 9:00 a.m. at least 3 working days before such meeting, to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

6. A copy of such notice so given of the meeting of the Council on March 18, 2015 is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the Council on April 1, 2015 is attached to this certificate as Exhibit B.

7. A copy of the notice of each meeting was posted on the City's website no later than 9:00 a.m. on the third working day prior to each meeting.

8. A copy of the affidavit of publication of notice of deposit of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

9. Upon request, the Council, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the Council for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this April __ 2015.

_____

LuAnn D. Holmes, MMC
City Clerk

EXHIBIT A

(Attach Copy of Notice of Meeting on March 18, 2015)

EXHIBIT B

(Attach Copy of Notice of April 1, 2015 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Notice of Deposit of Creation Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Creation Ordinance)

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 2015

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

SUBJECT:
NEW BILLS:

Bill No. 2015-20 - Adds new business licensing and zoning regulations regarding nightclubs and cinemas. Sponsored by: Councilwoman Lois Tarkanian

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will add new business licensing and zoning regulations regarding nightclubs and cinemas.

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. 2015-20

BILL NO. 2015-20

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE CITY'S TITLE 6 ALCOHOLIC BEVERAGE LICENSING REGULATIONS AND TITLE 19 ZONING REGULATIONS BY ADDING NEW REGULATIONS REGARDING NIGHTCLUBS AND CINEMAS AND OTHER RELATED MATTERS.

Sponsored by: Councilwoman Lois Tarkanian

Summary: An ordinance to add new business licensing and zoning regulations regarding nightclubs and cinemas that serve alcoholic beverages.

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

SECTION 1: Title 6 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to add a new Chapter, designated as Chapter 39, reading as follows:

6.39.010: (A) As the primary operations of a nightclub are the sales of alcoholic beverages for immediate on-premises consumption and the provision of live entertainment at a fixed establishment during the late night and early morning hours, and such operations can negatively impact surrounding businesses and residential areas during the late evening and early morning hours due to noise and congestion from the additional vehicular and pedestrian traffic coming to and from such establishments, the City Council declares that all businesses considered to be a nightclub pursuant to this subsection must be specifically licensed for such operation, whether newly proposed or an existing business operation as further delineated herein.

(B) The City Council understands that there are certain liquor establishments authorized to provide live entertainment pursuant to LVMC 6.50.520, and if an establishment is not considered a nightclub for purposes of this subsection, then such establishment shall comply with the provisions of LVMC 6.50.520 prior to providing live entertainment at such an establishment.

6.39.020: (A) Subject to Subsection (C)(1), below, it is unlawful for any person to commence, carry on or engage in or operate any nightclub as defined by LVMC 6.39.030 without first obtaining and thereafter maintaining a valid, unexpired nightclub license as provided herein. Due to the negative

secondary impacts a nightclub can create, such a license is required whether it is a new business operation or an existing operation that is considered a nightclub.

(B) A nightclub license pursuant to this Chapter shall not issue unless the applicant possesses a beer and wine room alcoholic beverage license, tavern alcoholic beverage license, tavern-limited alcoholic beverage license or urban lounge alcoholic beverage license for the establishment at which the nightclub license is proposed for issuance, and, except as provided at Subsection (C)(2), below, such license shall not be issued if the establishment is located on property not properly entitled for a nightclub use pursuant to LVMC Title 19.

(C) Existing Business Operations.

(1) Any existing business that is considered a nightclub pursuant to this Chapter shall apply for and obtain licensure as a nightclub by October 1, 2015, or completely cease nightclub operations by November 1, 2015.

(2) While certain land use approvals are required for new nightclub operations pursuant to Title 19 of this code, any nightclubs lawfully operating prior to December 1, 2014 may be licensed pursuant to this Chapter without obtaining land use approval for a nightclub use pursuant to LVMC Title 19, notwithstanding LVMC 6.39.020(B), above.

(D) A separate license is required for each location at which a licensee conducts business, and such licenses are not transferable. In order for an applicant for a nightclub license to obtain and maintain such license in good standing, the establishment must comply, and continue to comply with all applicable zoning, building, fire and health requirements.

6.39.030: "Nightclub" means an establishment that is licensed to sell alcoholic beverages pursuant to a beer and wine room alcoholic beverage license, tavern alcoholic beverage license, tavern-limited alcoholic beverage license or urban lounge alcoholic beverage license whose primary operations are that of preparing and serving alcoholic beverages for immediate on-premises consumption and the provision of live entertainment, generally operated primarily in the late-evening/early morning hours.

(A) An establishment shall be considered a nightclub, and must obtain a business

license pursuant to this Chapter, if it exhibits the following characteristics:

(1) Live entertainment is provided in an area that exceeds fifty square feet, and the following spaces shall be included in the calculation of such area: stage space, disc jockey space, dance floor(s), and any space primarily dedicated to the viewing of the live entertainment provided by the licensee; and

(2) Its primary entertainment operating hours are generally between the hours of nine p.m. and five a.m. the following day, or "afterhours" between four a.m. and ten a.m. on the same day.

(B) For purposes of this definition, live entertainment includes live music (with or without dancing), recorded or digital music played for patrons by a live disc jockey or electronic device, karaoke entertainment or other stage shows, such as a magician, comedian other similar type of performance artist.

6.39.040: Minors prohibited; Exceptions.

(A) It is unlawful for a licensee to allow the entry of any minor onto the premises of a nightclub, except as specifically allowed pursuant to a LVMC Title 12 special event permit, or where a nightclub serves meals at a restaurant upon its premises, and the minor is eating a meal within the designated restaurant area. These limited exceptions permitting minors into an establishment licensed as a nightclub are exclusive to this Chapter, LVMC 6.39, and no other provision of this code, such as LVMC 6.50.450(F), shall permit the entry of a minor into an establishment licensed as a nightclub.

(B) If a nightclub serves meals at a restaurant upon its premises, such nightclub must designate a restaurant area to be approved by the Director, and such nightclub may permit minors to patronize the designated restaurant area only for the express purpose of eating a meal, and only between the hours of 6:00 am and 10:00 pm.

(C) Signs indicating that minors are not permitted upon the premises of the nightclub must be posted at all entrances to the permitted establishment, and if there is a restaurant serving meals upon the premises of the licensed establishment, additional signs must designate the restaurant area of the

establishment. The signs, as well as the locations for placement of the signs within the establishment shall be submitted and approved by the Director.

(D) Nothing in this section precludes a licensee from employing a minor between eighteen and twenty-one years of age as a person providing entertainment at the establishment, provided that such person departs upon completion of his or her act.

6.39.050: Operating Requirements.

(A) Hours of Operation.

The hours of operation for a nightclub shall be determined by the Director at the time of permanent license approval pursuant to LVMC 6.02.090. If there is a conflict between the hours of operation for a nightclub approved by the Director for the nightclub license and hours of operation approved by the City Council pursuant to either: 1) an alcoholic beverage license for the establishment; or 2) an approved land use entitlement permitting the operation of a nightclub, the condition regarding hours of operation approved by the City Council shall control.

(B) Security Plan Required. Prior to the approval of any temporary or permanent license, the licensee shall present to the Director a security plan for approval, and a license shall not issue until such plan is approved by the Director. The Director shall issue, and may revise on an as-needed basis, an official policy to describe the scope of the required security plan for the benefit of potential licensees.

(C) If the licensed establishment is within 500 feet of a residential property, post signs at locations clearly visible within the club and at both on and off-site parking areas, requesting patrons to respect residents of adjacent residential neighborhoods by being quiet when leaving.

(D) Limitation on Outdoor Activities.

Unless otherwise permitted by land use entitlement approved for such establishment, any and all activities associated with a licensed establishment shall be conducted entirely within the interior of such establishment, except for the following:

(1) The checking of patrons' identification;

(2) Valet parking activities;

(3) The sale of admission tickets for current or future events;

(4) Eating, drinking, or dancing when specifically allowed outside by Title 12 special event permit.

(E) If patrons are waiting outside the licensed establishment for entry into such establishment, the licensee shall organize and maintain its patrons in line as follows:

(1) Such line shall be on a sidewalk, unless on private property;

(2) If on a sidewalk, such line shall be parallel to and against the structure of the licensed establishment;

(a) Such line shall not be more than two abreast (two persons next to one another);

(b) Such line shall only be maintained on a sidewalk that is not located in a residential neighborhood; and

(c) Such line shall not restrict reasonable pedestrian movement on the sidewalk.

(F) Noise. No interior noise shall be audible beyond the property line with the doors closed, unless a more restrictive requirement exists elsewhere in the Las Vegas Municipal Code, then the more restrictive requirement applies.

(G) Insurance. The licensee shall at all times maintain an insurance policy for the licensed establishment with minimum coverage of five hundred thousand dollars on a per occurrence basis for any death or accident resulting in injury at the establishment.

SECTION 2: Title 6, Chapter 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to add a new section, designated as Section 265 reading as follows:

6.50.265: (A) For the purposes of this Section, "cinema" (or "movie theatre") means a theatre at which motion pictures are displayed for an audience on a screen. This definition explicitly excludes the adult motion picture theatre or adult mini-motion picture theatre as defined by LVMC 19.12.070 (Sexually

Oriented Business). A cinema with seating in excess of eight hundred permanent theatre seats and 20,000 square feet of gross floor area may be licensed for the retail sale of alcoholic beverages pursuant to this Section.

(B) A person may apply for a tavern, tavern-limited or beer/wine room alcoholic beverage license for the sale of alcoholic beverages at a cinema pursuant to this Section.

(C) A person that obtains an alcoholic beverage license for a cinema shall comply with the following conditions:

(1) A licensee shall only allow the sale of alcoholic beverages in an area that is designated for the service of alcoholic beverages and separated by a barrier sufficient to prevent access to the designated area by minors and by signage approved by the Director;

(2) A licensee shall not designate any such separated area within the cinema as a "bar" or "lounge;"

(3) Nothing in this Section prohibits a minor from entering or remaining in an area designated for the service of alcoholic beverages as long as the minor is continuously accompanied by the minor's parent or legal guardian;

(4) A licensee shall not permit alcoholic beverages in any arcade, or retail sales area; and

(5) The sale of alcoholic beverages shall be incidental to the primary business or activity of the cinema. For purposes of this subsection, "sales of alcoholic beverages must be incidental to" means that the sale of alcoholic beverages is subordinate to and plays a supporting role to the primary business or activity at the cinema. The incidental sales of alcoholic beverages is evidenced by satisfaction of one or more of the following: 1) alcoholic beverage sales of less than twenty-five percent of the total gross sales of the establishment during any renewal period; 2) a review of the space used by the activities which does not evidence a use of the space as primarily for the sale of alcoholic beverages; 3) a review of the promotional materials used for the activity which does not evidence a use of the space as primarily for the sale of alcoholic beverages; or 4) a review of the employees, and the time commitments by such

employees utilized for the activities, which does not evidence a use of the space as primarily for the sale of alcoholic beverages.

(6) The licensee shall only sell alcoholic beverages to patrons possessing a ticket for a motion picture on the date of the ticket.

(7) A security plan must be approved by the Director prior to the service of any alcoholic beverages.

(D) Notwithstanding any other provision of this Code, provided that the licensee complies with the provisions of this Chapter and all conditions of the alcoholic beverage license issued, persons under twenty-one years of age may enter a cinema licensed for the sale of alcoholic beverages and the licensee may sell alcoholic beverages at such establishment even though persons under twenty-one years of age are present within the cinema.

SECTION 3: Title 6, Chapter 50, Section 520, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.520: (A) Subject to the provisions of Subsection (C) of this Section, no <u>live</u> entertainment, as defined in Subsection (B), may be offered in any establishment in the following licensing categories unless that form of entertainment has been approved in advance by the approval authority:

(1) Banquet or event establishment;

(2) Beer/wine/cooler on-sale;

(3) Beer and wine room;

(4) Nonprofit club general;

(5) Restaurant service bar;

(6) Restaurant with alcohol;

(7) Tavern; or

(8) Establishment with a tavern-limited license that is outside of the boundaries of the downtown entertainment overlay district.

(B) For purposes of this Section:

(1) "Approval authority" means the City Council, if the approval is sought in connection with initial licensing approval by the City Council, and the Director otherwise.

(2) "Entertainment" means one or more of the following:

(a) Live music (with or without dancing);

(b) Live disc jockey (with dancing);

[(c) Live comedic performers; or]

[(d)](c) Karaoke entertainment; or

(d) Stage shows, such as a magician, comedian other similar type of performance artist.

(C) This Section:

(1) [applies] Applies only to establishments licensed after the effective date of Ordinance No. 6071[.];

(2) Does not apply to any establishments licensed as a nightclub pursuant to LVMC 6.39.

SECTION 4: Title 19, Chapter 12, Section 010, Table 2 (Permitted Uses) is hereby amended by amending the entry for the "Nightclub" use as follows:

	U	R-E	R-1	R-CL	R-TH	R-2	R-3	R-4	R-MH	P-O	O	C-1	C-2	C-PB	C-M	M
[Night Club] Nightclub												S	[P] S	S	[P] S	[P] S

SECTION 5: Title 19, Chapter 12, Section 70 is hereby amended by amending the entry for the use "Nightclub" to read as follows:

Description: (A) An establishment, other than a teen dance center, [that is operated as a place of entertainment characterized by any or all of the following as principal activities:

1. Live, recorded, or televised entertainment, including but not limited to performance by magicians, musicians or comedians.

2. Dancing.

3. On-site Alcohol Sales]

where its primary operations are that of preparing and serving alcoholic beverages for immediate on-premises consumption and the provision of live entertainment, generally operated primarily in the late-evening/early morning hours. An establishment shall be considered a nightclub if it exhibits the following characteristics:

1. Live entertainment is provided in an area that exceeds fifty square feet, and the following spaces shall be included in the calculation of such area: stage space, disc jockey space, dance floor(s), and any space primarily dedicated to the viewing of the live entertainment provided by the licensee; and

2. Its primary operating hours are generally between the hours of nine p.m. and five a.m. the following day, or "afterhours" between four a.m. and 10 a.m. on the same day.

(B) For purposes of this description, live entertainment includes live music (with or without dancing), recorded or digital music played for patrons by a live disc jockey or electronic device, or karaoke entertainment or other stage shows, such as a magician, comedian other similar type of performance artist.

Minimum Special Use Permit Requirements:

*1. Because the primary operations of a nightclub are that of preparing and serving alcoholic beverages for immediate on-premises consumption and the provision of live entertainment, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring a minimum separation between a nightclub and other uses that should be protected from the impacts associated with a nightclub. Therefore, except as otherwise provided below, no nightclub may be located within 1500 feet of a church, synagogue, school, child care facility licensed for more than 12 children or City park.

*2. A person that desires to operate a nightclub shall obtain both a nightclub land use entitlement as well as any necessary land use entitlement for the service of alcohol for on-premises consumption. A person lawfully operating a nightclub as defined by this section and LVMC 6.39, prior to December 1, 2014, is not required to obtain special use permit for the continued operation of such nightclub use. Real property entitled for a nightclub pursuant to this Code shall have no specific spacing requirements between

other nightclubs. However, as the nightclub entitlement is a separate and distinct from any land use entitlement permitting the service of alcohol for on-premises consumption, this provision shall not act to waive or otherwise diminish the specific spacing requirements between uses entitled for the service of alcohol for on-premises consumption.

*3. The distance separation referred to in Requirement 1, above, and Requirement 8, below, shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed nightclub which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed nightclub. The distance shall be measured in a straight line without regard to intervening obstacles.

*4. For the purpose of Requirement 2, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

b. The "property line" of a nightclub refers to:

i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or

ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:

A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;

B. The proposed nightclub will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed nightclub will be located;

C. All parking spaces required by this Section 19.12.070 for the nightclub

will be located on the same parcel as the use; and

D. The owners of all parcels within the commercial subdivision, including the owner of agreement, satisfactory to the City Attorney, that provides for perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision.

5. The distance separation requirement set forth in Requirement 1 does not apply to an establishment which has a non-restricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992, or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992.

6. The distance separation requirement set forth in Requirement 1 may be waived in accordance with the provisions of LVMC 19.12.050(C), but only in connection with a proposed nightclub that will be located on a parcel within the C-V District, the Parkway Center District within the Downtown Centennial Plan, the Gaming Enterprise Overlay District, the Fremont East Entertainment District, the 18b Arts District or the Downtown Casino Overlay District;

7. The use shall conform to, and is subject to, the provisions of LVMC Chapter 6.50;

*8. No nightclub may be located within 500 feet of any single-family dwelling.

*9. Alcohol service is only permitted in conjunction with the following Title 6 alcoholic beverage licenses: Beer and Wine Room, Tavern, Tavern-Limited and Urban Lounge.

On-site Parking requirement: One space for every 3 persons at maximum capacity.

SECTION 6: Title 19, Chapter 18, Section 20 is hereby amended by amending the entry for the definition "Nightclub" as follows:

[Night Club.] Nightclub. [An establishment, other than a teen dance center, that is operated as a place of entertainment, characterized by any or all of the following as a principal use:

1. Live, recorded, or televised entertainment, including but not limited to performance by magicians, musicians or comedians.

2. Dancing.

3. On-site Alcohol Sales.] (A) An establishment, other than a teen dance center, [that is

operated as a place of entertainment characterized by any or all of the following as principal activities:

1. Live, recorded, or televised entertainment, including but not limited to performance by magicians, musicians or comedians.

2. Dancing.

3. On-site Alcohol Sales]

where its primary operations are that of preparing and serving alcoholic beverages for immediate on-premises consumption and the provision of live entertainment, generally operated primarily in the late-evening/early morning hours. An establishment shall be considered a nightclub if it exhibits the following characteristics:

1. Live entertainment is provided in an area that exceeds fifty square feet, and the following spaces shall be included in the calculation of such area: stage space, disc jockey space, dance floor(s), and any space primarily dedicated to the viewing of the live entertainment provided by the licensee; and

2. Its primary operating hours are generally between the hours of nine p.m. and five a.m. the following day, or "afterhours" between four a.m. and ten a.m. on the same day.

(B) For purposes of this subsection, live entertainment includes live music (with or without dancing), recorded or digital music played for patrons by a live disc jockey or electronic device, or karaoke entertainment or other stage shows, such as a magician, comedian other similar type of performance artist.

SECTION 7: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 8: Whenever in this ordinance any act is prohibited or is made or declared to

be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 9: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2015.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC
Acting City Clerk

APPROVED AS TO FORM:

_____ 3/23/15
James B. Lewis, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 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.: **49.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 1, 2015

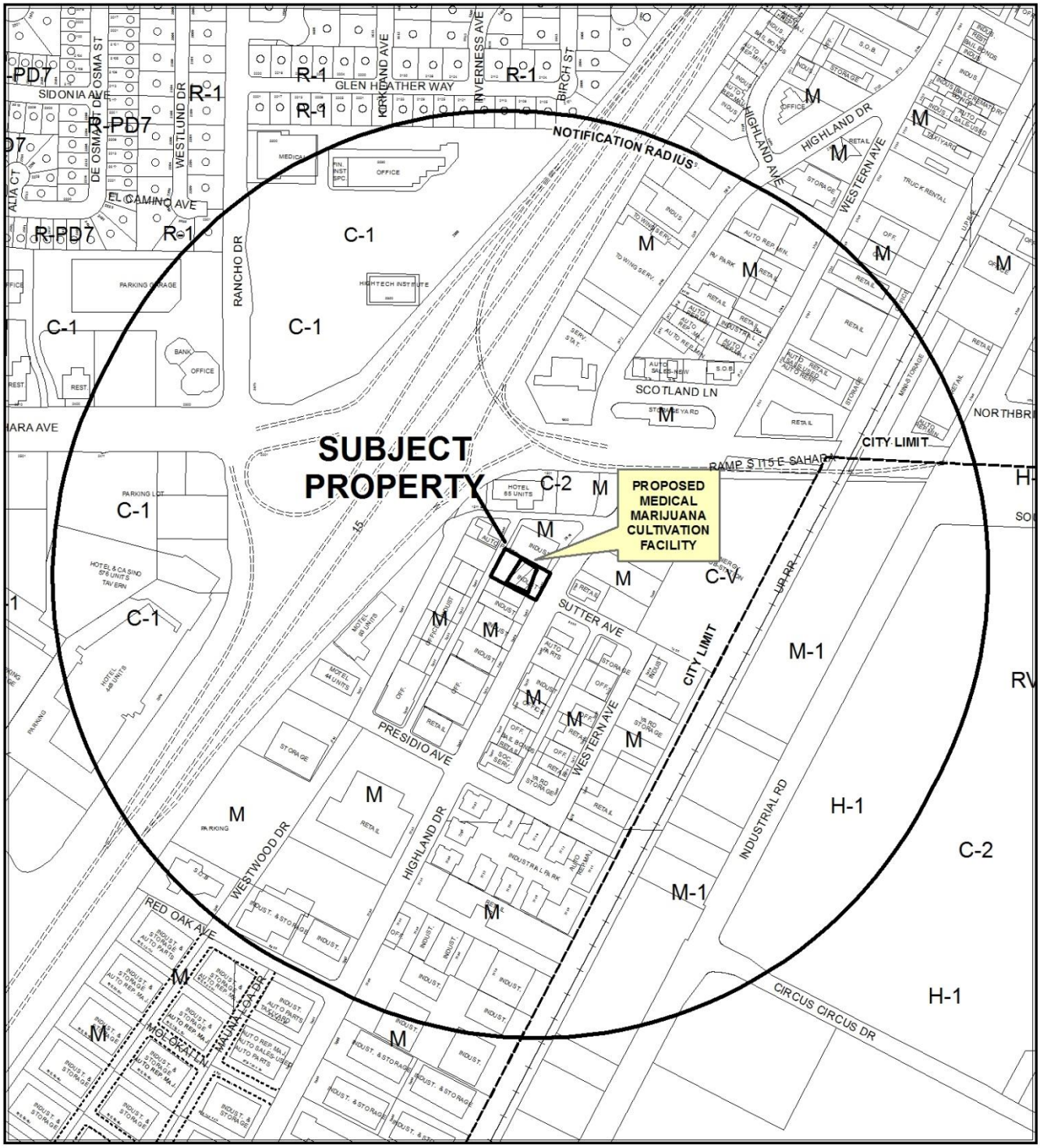
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-55290 – ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: COMPASSIONATE TEAM OF LAS VEGAS, LLC - OWNER: HIGHLAND BY THE HIGHWAY, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 6,600 SQUARE-FOOT MEDICAL MARIJUANA CULTIVATION FACILITY at 2601 Highland Drive (APN 162-09-110-017), M (Industrial) Zone, Ward 1 (Tarkanian). The Planning Commission (5-1 vote) recommends DENIAL. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**2**	**Planning Commission Mtg.**	**4**
City Council Meeting	**10**	**City Council Meeting**	**3**

RECOMMENDATION:
The Planning Commission (5-1 vote) recommends DENIAL. 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. Justification Letter
6. Protest/Support Postcards
7. Required Abstention Memo for Mayor Goodman



CASE: **SUP-55290**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

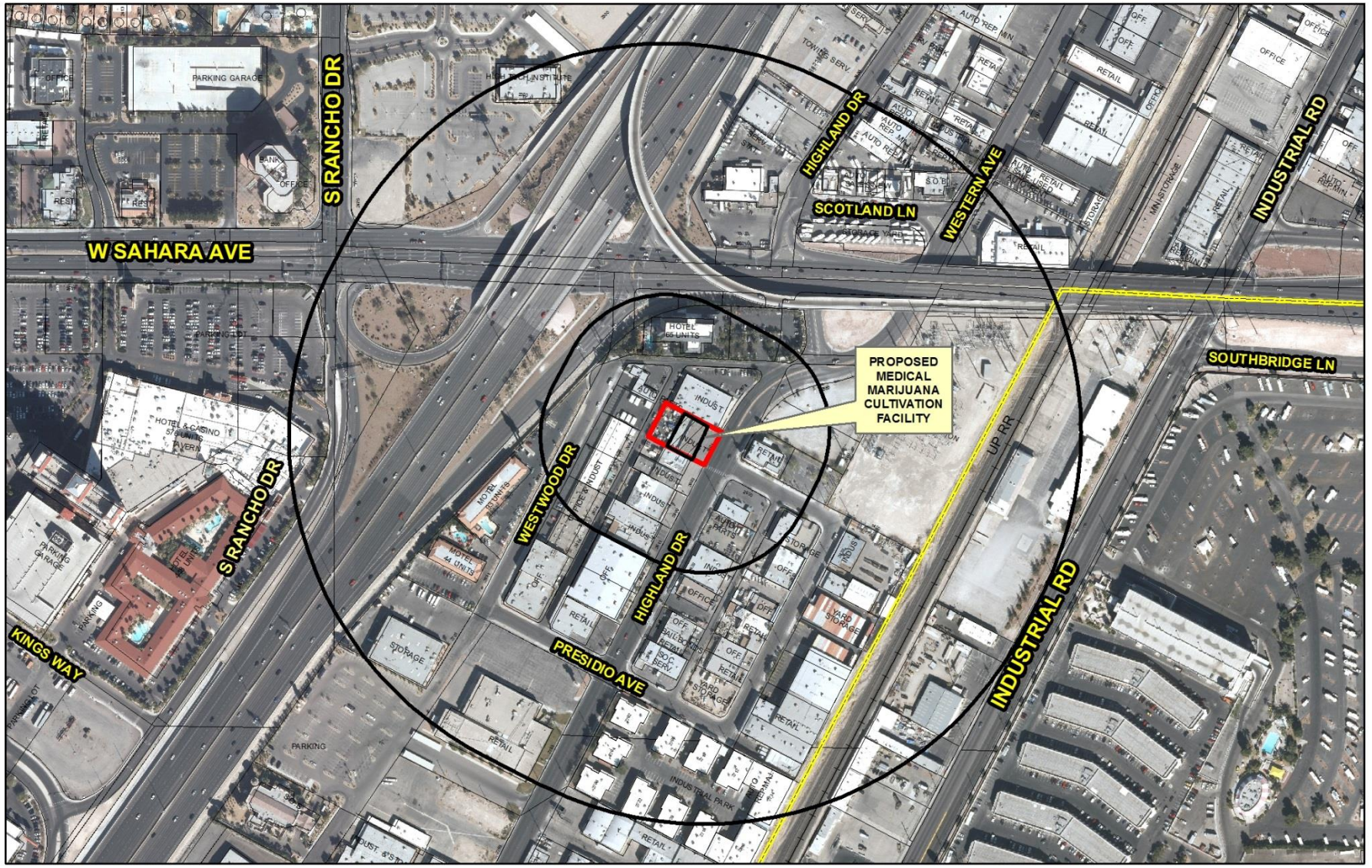
0 300 600 Feet

CASE: **SUP-55290**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N



SUP-55290

Medical Marijuana Establishments

Protected Uses

- RELIGIOUS
- COMMUNITY CENTERS
- Pools
- SCHOOLS
- Child Care/ Children Facility

Prohibited Areas

- Art District
- Fremont

- Subject Property
- 300 and 1000 foot buffer

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Wednesday, August 06, 2014

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 1, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: COMPASSIONATE TEAM OF LAS VEGAS, LLC - OWNER: HIGHLAND BY THE HIGHWAY, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-55290	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SUP-55290 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Medical Marijuana Cultivation Facility use.

2. An air filtration system to be designed by a Nevada licensed engineer shall be provided prior to the issuance of a certificate of occupancy.

3. Cultivation is limited to the interior of a building.

4. There shall be no on-premise consumption (the use, smoking, ingestion or consumption of any marijuana, edible marijuana or marijuana infused product) on the licensed premises.

5. All development shall be in conformance with the site plan date stamped 07/23/14 and floor plan date stamped 08/04/14, except as amended by conditions herein. Any modification of the premises of a medical marijuana establishment shall be filed 60 days in advance of any proposed construction. A full and complete copy of all architectural and building plans shall be filed with the Director for a review of compliance with Title 6.95 and Title 19. The Director shall review the plans and approve any modifications in compliance with this chapter prior to the commencing of any construction of modifications.

6. This approval shall be void eighteen months from the date of final approval, unless exercised pursuant upon the issuance of a business license. An Extension of Time may be filed for consideration by the City of Las Vegas.

7. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

8. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

9. 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.

10. The presence of minors on the premises of a medical marijuana establishment is prohibited unless the minor is a qualified patient on the premises of a dispensary and is accompanied by his or her parent or legal guardian.

11. Approval of this Special Use Permit does not constitute approval of a medical marijuana facility license.

12. This business shall operate in conformance to Chapter 6.95 of the City of Las Vegas Municipal Code.

13. No temporary signs such as banners, pennants, inflatable objects, streamers, flags, or other similar attention gaining item or devices shall be displayed upon the subject property or a vehicle displaying advertisement in the parking lot of the subject property without the appropriate permits.

14. This Special Use Permit shall be reviewed biennially concurrently with the associated business license, at which time the City Council may require the termination of the use. The applicant shall be responsible for notification costs of the review. Failure to pay for these costs may result in a requirement that the Medical Marijuana Cultivation Facility be removed.

15. All medical marijuana products shall remain in the original manufacturer's configuration intended for off-sale.

16. A Medical Marijuana Cultivation Facility shall obtain all required approvals from the State of Nevada to operate such a facility prior to the Special Use Permit being exercised pursuant to LVMC 19.16.110.

17. Conformance to all regulations pertaining to Medical Marijuana Establishments found within Nevada Revised Statute 453A and Nevada Administrative Code NAC 453A.

18. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

19. Coordinate with the Environmental Compliance Section of the Department of Public Works to determine appropriate pretreatment procedures, if any, required for industrial effluent from this facility prior to occupancy of this site or a business license for this use. Comply with the recommendations of the Environmental Compliance Section. The Section may be contacted through John Solvie, 702-229-6547 or e-mail at jsolvie@lasvegasnevada.gov.

Building & Safety

20. Construction drawings prepared by a Nevada licensed mechanical engineer, environmental engineer or similar professional discipline acceptable to the Building & Safety Director is required at the time of building permit application submittal for approval by the Building & Safety Department. The construction drawings shall detail all construction and equipment required to be installed in accordance with the odor control concept plan that describes the approach and equipment to be utilized to contain, absorb and neutralize all odors emanating from the property, and the field testing methodology to be utilized to determine the effectiveness of the odor containment, absorption and neutralization design.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a request for a Special Use Permit for a proposed Medical Marijuana Cultivation Facility to be located at 2601 Highland Drive. The subject site complies with all minimum distance requirements as set forth by Title 19.12, and therefore the use can be conducted in a compatible and harmonious manner with the existing surrounding land uses and future land uses as projected by the General Plan. As such, staff recommends approval of the proposed use with standard conditions. If denied, no Medical Marijuana Cultivation Facility would be permitted to be established at this site.

ISSUES

- The Medical Marijuana Cultivation Facility use is permitted within an M (Industrial) zoning district with the approval of a Special Use Permit.
- For the subject site to be eligible for a Medical Marijuana Cultivation Facility, the subject site must be in compliance with all minimum distance separation requirements, pursuant to Title 19.12, as set forth by adopted Ordinance No. 6321.
- Simultaneous reviews of the business license application and the Special Use Permit application were conducted. If either application failed to comply with their respective requirements, both applications would have been deemed incomplete and consequently rejected.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/21/14	City Council approved Text Amendment (TXT-52502) to amend LVMC Chapter 19.12 related to Permitted Uses and Chapter 19.18 related to Definitions and Measures to add Medical Marijuana Dispensaries, Facilities for the Production of Edible Marijuana Products or Marijuana Infused Products and Marijuana Cultivation Facilities as permissible uses by adding zoning district applicability, descriptions and definitions for these activities as they are contemplated by SB 374 of the Nevada Revised Statues and to provide for other related matters. Ordinance No. 6321.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
06/04/14	City Council approved Text Amendment (TXT-52502) to amend Las Vegas Municipal Code Title 6 to implement licensing regulations related to facilities for the production of edible marijuana products or marijuana-infused products, medical marijuana dispensaries, medical marijuana cultivation facilities, and independent testing laboratories, collectively referred to as medical marijuana establishments, in conformance with the intent of SB 374 of the 2013 session of the Nevada Legislature and to provide for other related matters. Ordinance 6324.
09/23/14	The Planning Commission voted (6-0) to recommend APPROVAL on a request for a Special Use Permit (SUP-55276) for a Medical Marijuana Dispensary at 2601 Highland Drive.
09/23/14	The Planning Commission voted (5-1) to recommend DENIAL on a request for a Special Use Permit (SUP-55290) for a proposed Medical Marijuana Cultivation Facility to be located at 2601 Highland Drive.
10/28/14	The City Council voted to TABLE a request for a Special Use Permit (SUP-55290) for a proposed 6,600 square-foot Medical Marijuana Cultivation Facility at 2601 Highland Drive and a related Compliance Permit (DIR-56380).
03/04/15	The City Council voted to hold in abeyance a request for a Special Use Permit (SUP-55290) for a proposed 6,600 square-foot Medical Marijuana Cultivation Facility at 2601 Highland Drive and a related Compliance Permit (DIR-56380).

Most Recent Change of Ownership	
08/23/07	A deed was recorded for a change in ownership.

Pre-Application Work Group	
06/12/14 06/17/14 06/19/14 07/01/14	Multiple pre-application workgroup meetings were facilitated, in which submittal requirements for the filing of the Special Use Permit application, as well as Business Licensing applications were reviewed and supplemental handouts were given.

Field Check	
07/31/14	The site contains an existing two-story industrial building containing suites with no storefronts and a loading zone on the south edge of the east elevation.

Details of Application Request	
Site Area	
Net Acres	0.42

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Secondhand Dealer	LI/R (Light Industry/Research)	M (Industrial)
North	Office, Other Than Listed	LI/R (Light Industry/Research)	M (Industrial)
South	General Retail	LI/R (Light Industry/Research)	M (Industrial)
East	Sexually Oriented Business	LI/R (Light Industry/Research)	M (Industrial)
West	General Retail Office, Other Than Listed	LI/R (Light Industry/Research)	M (Industrial)

Master Plan Areas	*Compliance*
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
Downtown Centennial Plan Overlay District (Industrial Corridor)	Y
A-O (Airport Overlay) District (175 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	N/A

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Highland Drive	Major Collector	Master Plan of Streets and Highways Map	80	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Medical Marijuana Dispensary Facility	3,004 SF	1/175 SF	18				

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Medical Marijuana Cultivation Facility	6,600 SF	1/1000 SF	7				
TOTAL	9,604 SF		25				
TOTAL SPACES REQUIRED			25		23		N*
Regular and Handicap Spaces Required			24	1	22	1	N*
Loading Spaces	9,604 SF		1		1		Y

*Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City.

Pursuant to Title 19.12.070, the following standards apply:

Wall Signs: *[East Elevation]*			
Standards	***Allowed***	***Provided***	***Compliance***
Maximum Number	1 per Street Frontage	1 sign	Y
Maximum Area	30 SF	27 SF	Y
Maximum Height	2 Feet	2 Feet	Y
Illumination	Internal (Neon Prohibited)	Internal per justification letter (no neon)	Y

ANALYSIS

The Medical Marijuana Cultivation Facility use is defined as "A fully stand-alone detached enclosed structure which cultivates, delivers, transfers, transports, supplies, or sells marijuana to medical marijuana dispensaries or medical marijuana production facilities. This use includes a "cultivation facility," as defined in NRS 453A.056." The justification letter states, "The Company will provide its customers with high quality medicinal marijuana. . . . A variety of marijuana strains will be safely cultivated and harvested, as influenced by customer demand. All harvested strains will be delivered safely and securely in compliance with the pertinent laws and regulations." The floor plan illustrates a 6,600 square-foot Medical Marijuana Cultivation Facility with 5,950 square feet of enclosed cultivation area. Per the submitted justification letter and floor plan, the proposed use meets the definition outlined above.

The Minimum Special Use Permit Requirements for this use include:

*1. Pursuant to its general authority to regulate the cultivation, production, dispensing and sale of medical marijuana, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring a minimum separation between medical marijuana cultivation facilities and certain other uses that should be protected from the impacts associated with a medical marijuana cultivation facility. Therefore, except as otherwise provided below, no medical marijuana cultivation facility may be located within 1000 feet of any school; or within 300 feet of any individual care center licensed for more than 12 children, community recreational facility (public), City park, or church/house of worship.

The proposed use meets this requirement, as there are no schools, within 1,000 feet of the subject property, as well as there are no individual care centers licensed for more than 12 children, community recreational facilities (public) or City parks or churches/houses of worship within 300 feet of the subject property.

*2. The distance separation referred to in Requirement 1 shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed medical marijuana cultivation facility which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed medical marijuana cultivation facility. The distance shall be measured in a straight line without regard to intervening obstacles.

The proposed use meets this requirement; measurement is taken from the property line of Lot 6, Block 1 of Book 4, Page 84 of Plats, generally located south and east of Westwood Drive.

*3. For the purpose of Requirement 2, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

b. The "property line" of a medical marijuana cultivation facility refers to:

i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or

ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:

A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;

> B. The proposed medical marijuana cultivation facility will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed medical marijuana cultivation facility will be located;

The established location is within a commercial subdivision that has a recorded agreement of perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision. The subject site is an existing commercial development and did not require the creation of a separate parcel to meet the distance separation requirements. As such, Subsection 3.b.ii is not applicable and the site is in conformance with this requirement.

*4. The use shall conform to, and is subject to, the provisions of LVMC Title 6, as such provisions may be presently adopted or hereafter amended.

The use complies and will be subject to this requirement.

*5. No outside storage shall be permitted, including the use of shipping containers for on-site storage.

The proposed use meets this requirement, as no outside storage, including shipping containers has been denoted within the submitted site plan.

*6. An air filtration system to be designed by a Nevada licensed engineer shall be provided prior to the issuance of a Certificate of Occupancy.

The proposed use shall comply with this requirement as part of the permitting process that will occur prior to the issuance of a Certificate of Occupancy.

*7. Signage for the establishment shall be limited to one wall per street frontage, the face of the sign not to exceed thirty square feet in area and not to exceed two feet in height. Such a sign shall be internally illuminated, with the use of neon prohibited.

The proposed use complies with this requirement, as the submitted building and sign elevations illustrate the location and size of one 27 square-foot internally illuminated wall sign per street frontage.

*8. The Special Use Permit shall be void without further action if the uses ceases for a period exceeding 90 days.

The use will be subject to this requirement if the Special Use Permit is approved and exercised.

*9. A Medical Marijuana Cultivation Facility shall obtain all required approvals from the State of Nevada to operate such a facility prior to the Special Use Permit being exercised pursuant to LVMC 19.16.110.

The use will be subject to this requirement if the Special Use Permit is approved and prior to it being exercised.

The proposed use would occupy the ground floor (6,600 square feet) of an existing 9,604 square-foot standalone building, which is located on a developed commercial property at 2601 Highland Drive. The subject site does not conform to the parking requirements for the medical marijuana dispensary and medical marijuana cultivation facility uses; this is because the site plan erroneously counts a loading zone as a parking space. However, Title 19 parking requirements within the Downtown Centennial Plan area are not strictly applied, and adequate parking is located in the vicinity of the site to accommodate the uses. Other than the Minimum Special Use Permit Requirements found within Title 19.12, there are no special development requirements pertaining to the site. There are no other similar uses or protected uses within the required distance separations. For these reasons, the proposed use is deemed compatible with the surrounding uses; therefore, staff recommends approval with conditions.

FINDINGS (SUP-55290)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The subject site complies with all minimum distance requirements as set forth by Title 19.12 and therefore the use can be conducted in a compatible and harmonious manner with the existing surrounding land uses and future land uses as projected by the General Plan.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The site contains an existing 9,604 square-foot standalone building. Located within the Downtown Centennial Plan Overlay District, this site contains adequate parking for both a medical marijuana dispensary and cultivation facility. The proposed uses do not generate the need for any additional parking spaces beyond what has been provided onsite, although additional parking is available in the vicinity.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

The proposed Medical Marijuana Cultivation Facility can be accessed from Highland Drive, an 80-foot Major Collector as depicted on the Master Plan of Streets and Highways, which has adequate capacity to serve the proposed development. Secondary access is also provided from a rear alley to the west of the subject site.

4. Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.

The proposed Medical Marijuana Cultivation Facility use will be subject to regular City and County inspections for licensing and will therefore not compromise the public health, safety, and general welfare or any objective of the General Plan.

5. The use meets all of the applicable conditions per Title 19.12.

The proposed Medical Marijuana Cultivation Facility use meets all distance separation requirements per Title 19.12. Conditions of approval will ensure conformance with all other minimum requirements for this use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 25

NOTICES MAILED 92 (By Planning)

APPROVALS 6

PROTESTS 10

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

SUP-55290

Case Number: _____ APN: 162-09-110-017

Name of Property Owner: Highland By The Highway, LLC

Name of Applicant: Compassionate Care of Las Vegas LLC

Name of Representative: Shahrom Paul Mashouf

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: Shahrom Paul Mashouf

Subscribed and sworn before me

This 22 day of July, 2014

Suzanne F. Belt

Notary Public in and for said County and State

SUZANNE F. BELT
Notary Public State of Nevada
No. 96-4441-1
My Appt. Exp. April 10, 2018

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DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-55290** APN: 162-09-110-017

Name of Property Owner: Highland by The Highway, LLC

Name of Applicant: Compassionate team of Las Vegas LLC

Name of Representative: Brian R. Hardy, ESQ

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: Scott A Powell

Print Name: Scott A Powell

Subscribed and sworn before me
STATE OF Nevada
County OF Clark
This 7 day of July, 2014
(s) SCOTT A. POWELL

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KIM MUHAMMAD
No: 99-52700-1
My Appointment Expires July 17, 2014

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MME

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Medical Marijuana Cultivation Facility - SUP

Project Address (Location) 2601 Hickland DR. LV. NV 89109

Project Name Compassionate Team of Las Vegas LLC **Proposed Use** MME

Assessor's Parcel #(s) 162-09-110-017 **Ward #** 1

General Plan: existing L-L proposed L-L **Zoning:** existing _____ proposed M

Commercial Square Footage 6,600 **Floor Area Ratio** 6,600

Gross Acres .42 **Lots/Units** 1 / 2 **Density** .52

Additional Information _____

PROPERTY OWNER Highland By The Highway LLC **Contact** Scott Foiwell

Address 8275 S Eastern Ave, #200 **Phone:** 702-327-5083 **Fax:** N/A

City Las Vegas **State** NV **Zip** 89123

E-mail Address _____

APPLICANT Compassionate Team of Las Vegas LLC **Contact:** Shahram Paul Mashouf

Address 810 S. Casino Center Blvd **Phone:** 213-400-9999 **Fax:** N/A

City Las Vegas **State** NV **Zip** 89101

E-mail Address paul@mashouf.net

REPRESENTATIVE Brian R. Hardy, ESQ **Contact** _____

Address: 10001 Park Run DR. **Phone:** 702-821-2408 **Fax:** _____

City Las Vegas **State** NV **Zip** 89145

E-mail Address BHardy@maclaw.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* Scott A Foiwell

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Scott A Foiwell

Subscribed and sworn before me

This 7th day of July, 20 14.

By Scott A. Foiwell.

STATE OF Nevada
County of Clark

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KIM MUHAMMAD
No: 99-52700-1
My Appointment Expires July 17, 2014

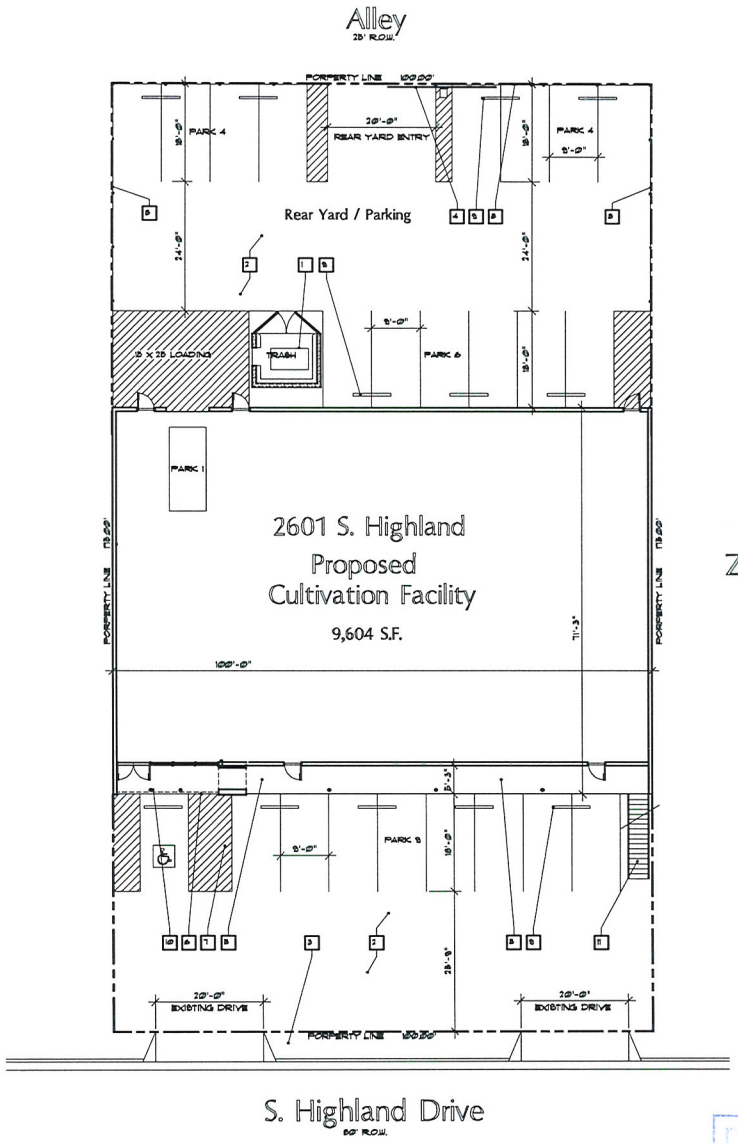
FOR DEPARTMENT USE ONLY

Case #	SUP-55290
Meeting Date:	09/2014
Total Fee:	1280.-
Date Received:*	7/23/14
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

f:\depot\Application Packet\Application Form.pdf



Zoned M

RETAIL CENTER
2603 HIGHLAND

Zoned M

CANTOR GAMING
2575 HIGHLAND

1 SITE PLAN
SCALE: 1" = 10'-0"

KEYNOTES

#	DESCRIPTION
1	NEW TRASH ENCLOSURE
2	A.C. PAVING
3	EXISTING CONC. SIDEWALK, CURB & GUTTER
4	NEW AUTOMATED 20'-0" X 10'-0" SLIDING GATE W/ SECURITY CODE ENTRY / EXIT
5	CONCRETE SIDEWALK
6	HANDICAP CURB RAMP / OR ZERO CURB FACE
7	HANDICAP ACCESS AISLE (VAN ACCESSIBLE)
8	NEW 10'-0" TALL SECURITY FENCE
9	CONCRETE AUTO STOP
10	6" DIAM. X 42" TALL STEEL PIPE BOLLARD
11	EXISTING EXTERIOR STAIR

PROJECT DATA

EXISTING USE: RETAIL / OFFICE WAREHOUSE
PROPOSED USE: CULTIVATION & DISPENSARY FACILITY

EXISTING ZONING: INDUSTRIAL DISTRICT - M

TOTAL BUILDING AREA: 9,604 S.F.

REQUIRED PARKING:

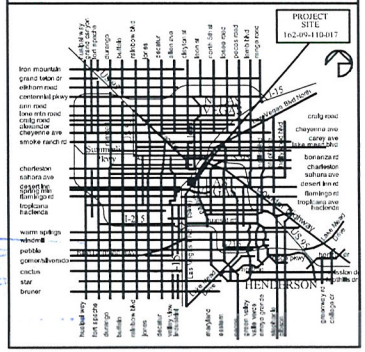
CULTIVATION / WRHS.	(1/1000)	5,350 S.F.	6 SPACES
OFFICE	(1/300)	1591 S.F.	6 SPACES
RETAIL (DISPENSARY)	(1/175)	2,063 S.F.	12 SPACES
			24 SPACES

PARKING PROVIDED: 24 SPACES

SITE AREA: 17,500 S.F.
.40 ACRES

APN#: 162-09-110-017

LOCATION



JEFFREY FREUND ARCHITECT LTD
9844 PIPER GLEN PLACE
LAS VEGAS, NEVADA 89134
(702) 239-3289

COMPASSIONATE TEAM of LAS VEGAS, LLC
CULTIVATION
2601 S. HIGLAND
CITY OF LAS VEGAS
NEVADA

REVISIONS

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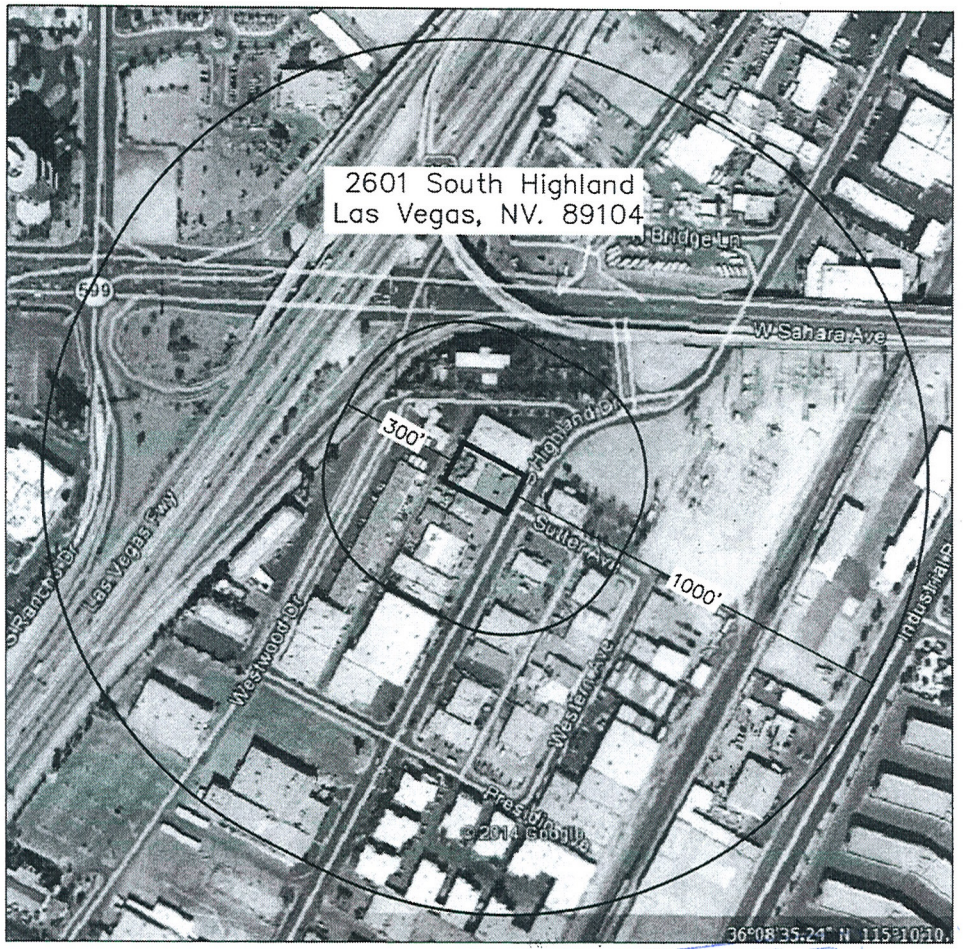
SUP-55290

THIS PLAT REPRESENTS THE RESULTS OF A 'CERTIFIED EVIDENCE OF SEPARATION DISTANCE SURVEY'. THE SURVEY WAS PERFORMED ON JULY 10, 2014. AS OF SAID DATE THERE ARE NO PUBLIC OR PRIVATE SCHOOLS (K–12) WITHIN 1,000' OR INDIVIDUAL CARE CENTER LISENCED FOR MORE THAN 12 CHILDREN, COMMUNITY RECREATIONAL FACILITY (PUBLIC), CITY PARK OR CHURCH/HOUSE OF WORSHIP WITHIN 300' OF THE PROPERTY LINES OF 2601 S. HIGHLAND, LAS VEGAS, NEVADA. SEPARATION MEASUREMENTS WERE MADE RADIALLY IN ALL DIRECTIONS AS SHOWN ON THIS EXHIBIT FROM THE PROPERTY LINES OF 2601 S. HIGHLAND TO PROPERTY LINES OF ANY PUBLIC OR PRIVATE SCHOOLS OR CARE CENTER LISENCED FOR MORE THAN 12 CHILDREN, COMMUNITY RECREATIONAL FACILITY (PUBLIC), CITY PARK OR CHURCH/HOUSE OF WORSHIP.
SAID PROPERTY IS LOCATED WITHIN LAS VEGAS CITY LIMITS AND NOT WITHIN 500' OF CLARK COUNTY BOUNDARIES. A DEVELOPMENT IMPACT NOTICE AND ASSESSMENT (DINA) REPORT IS NOT REQUIRED FOR SAID PROPERTY.

PROFESSIONAL LAND SURVEYOR · STATE OF NEVADA · NO. 13000
12-31-15
THOMAS L. PREWITT

7/22/14



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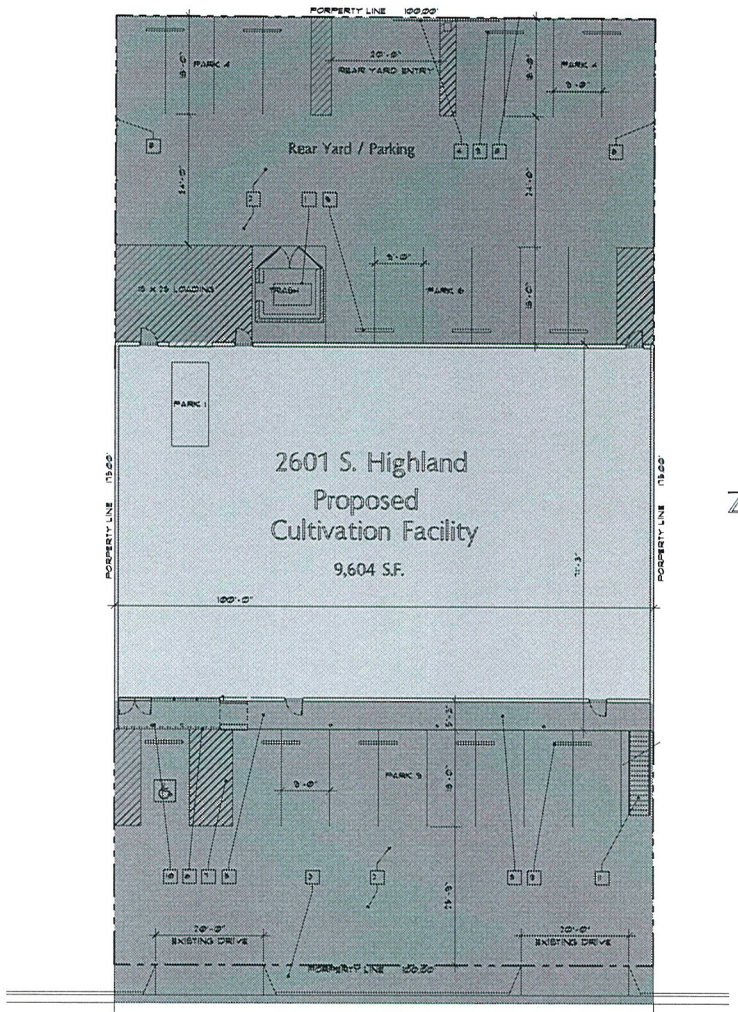
PLS Prewitt Land Surveying
Professional Land Surveying

Compassionate Team Of Las Vegas, LLC
Separation Distance Survey
Evidence of Separation Exhibit for Cultivation Facility
2601 S. Highland., Las Vegas, NV., 89104

SHEET NO.: 1
1 OF 1 SHEETS

Alley
25' R.O.W.



Zoned M

RETAIL CENTER
2603 HIGHLAND

Zoned M

CANTOR GAMING
2575 HIGHLAND

S. Highland Drive
80' R.O.W.

1 SITE PLAN
SCALE: 1" = 10'-0"

KEYNOTES

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7	HANDICAP ACCESS AISLE (VAN ACCESSIBLE)
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APN#: 162-09-110-017

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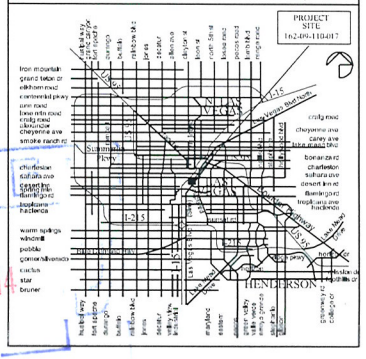

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9844 PIPER GLEN PLACE
LAS VEGAS, NEVADA 89134
(702) 239-3289

COMPASSIONATE TEAM of LAS VEGAS, LLC
CULTIVATION
2601 S. HIGLAND
CITY OF LAS VEGAS
NEVADA

REVISIONS

DATE	7/14/14
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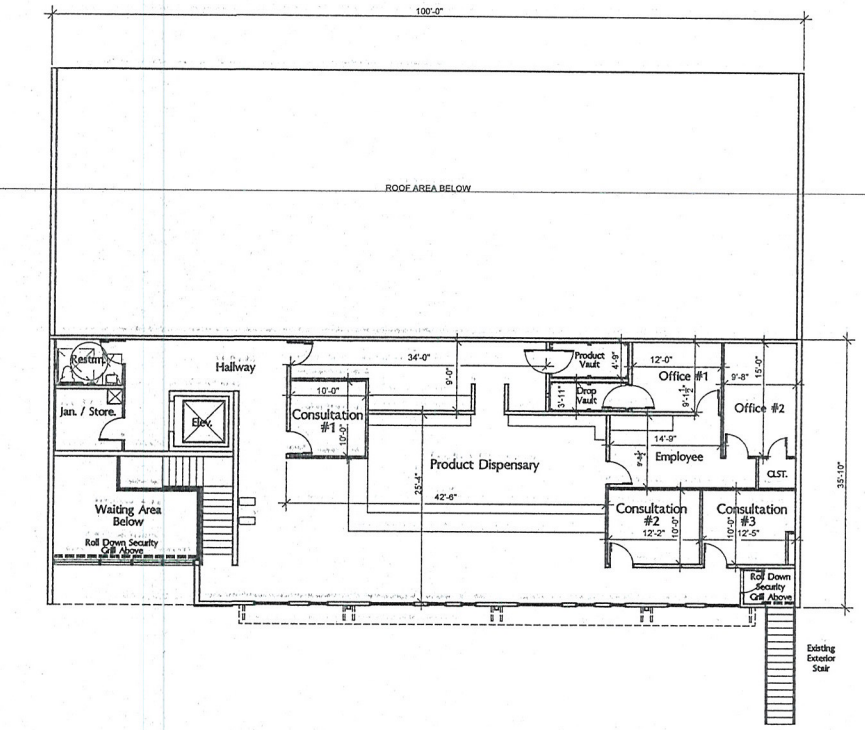
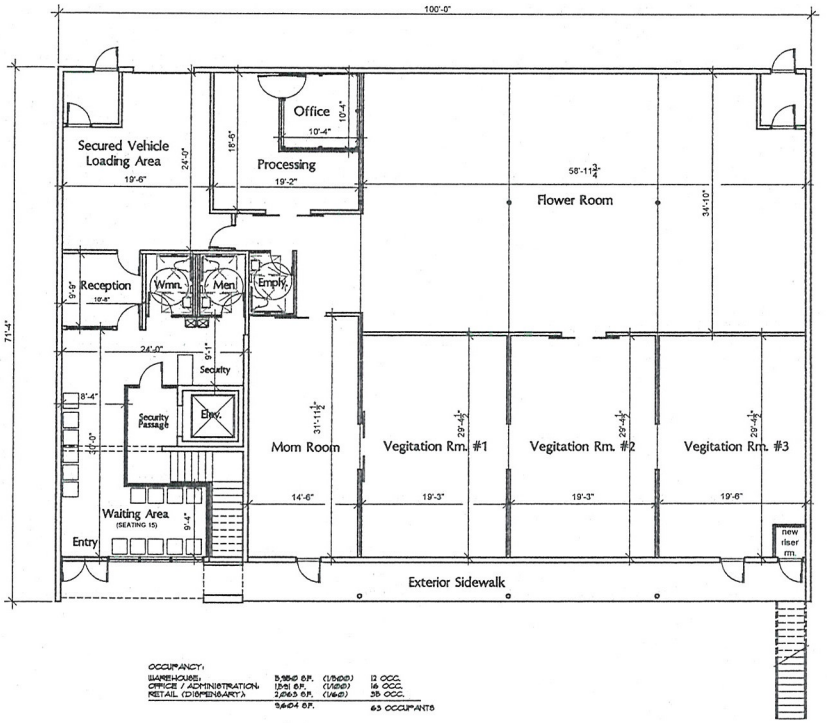


2 2nd FLOOR PLAN (Dispensary) 3,004 s.f.

SCALE: 1/8" = 1'-0"



OCCUPANCY:

WAREHOUSE:	3,350 S.F.	(1/300)	12 OCC.
OFFICE / ADMINISTRATION:	1,561 S.F.	(1/100)	16 OCC.
RETAIL (DISPENSARY):	2,265 S.F.	(1/60)	35 OCC.
	9,604 S.F.		63 OCCUPANTS

1 1st FLOOR PLAN (Administration & Cultivation) 6,600 s.f.

SCALE: 1/8" = 1'-0" 9,604 total s.f.

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SUP-55290

JEFFR
FREUN
ARCHITECT
9844 PIPER GLEN
LAS VEGAS, NEVAD
702

COMPASSIO
TEAM of LAS VEG
CULTIVAT
2601 S. HIGI

CITY OF LAS V
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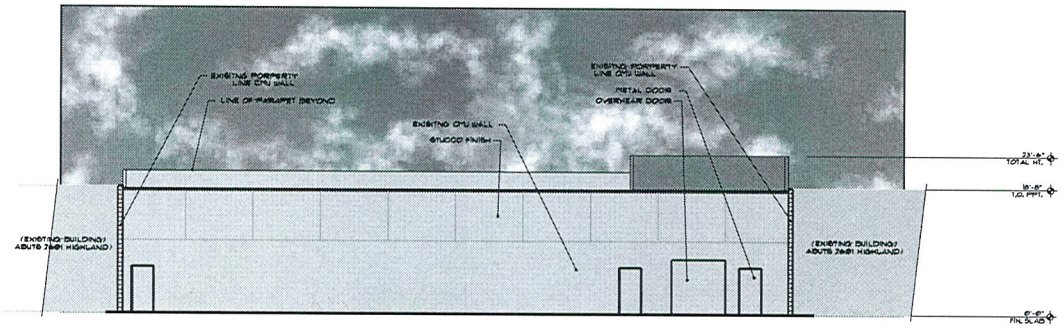

West Elevation

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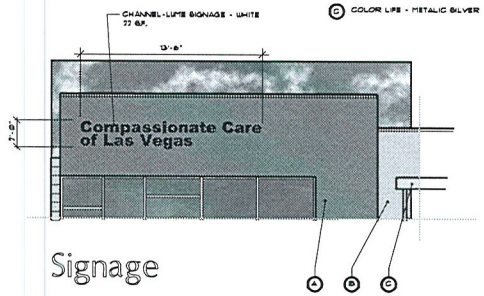
PAINT COLORS:

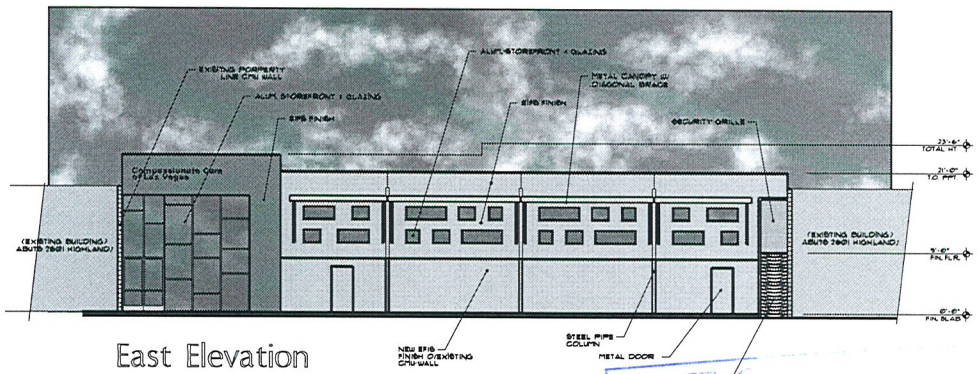
A COLOR LIFE - METAPHYSICAL - CLV 1101 LRV 13

B COLOR LIFE - BISCOTTI - CL 2741W LRV 64

C COLOR LIFE - METALIC SILVER



Signage



East Elevation

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1 Exterior Elevations

SCALE: 1/8" = 1'-0"

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702 239-3289

COMPASSIONATE
TEAM of LAS VEGAS, LLC
CULTIVATION
2601 S. HIGLAND

CITY OF LAS VEGAS
NEVADA

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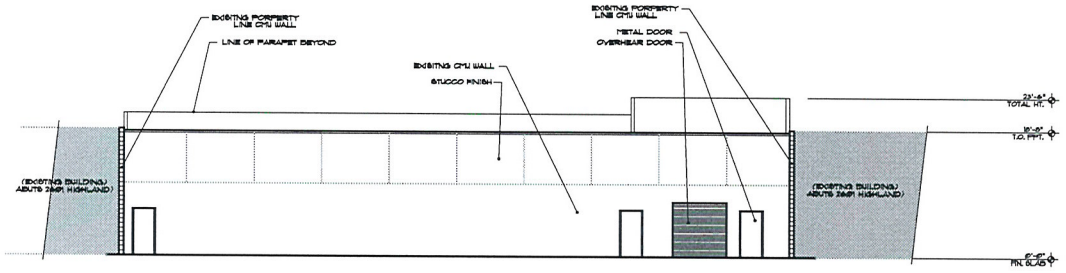


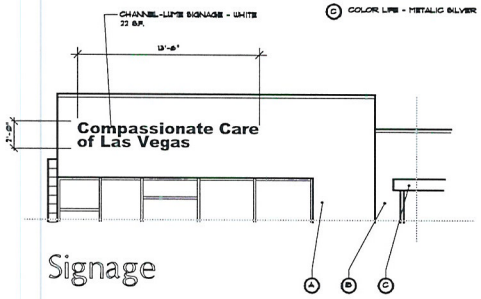
West Elevation

PAINT COLORS:

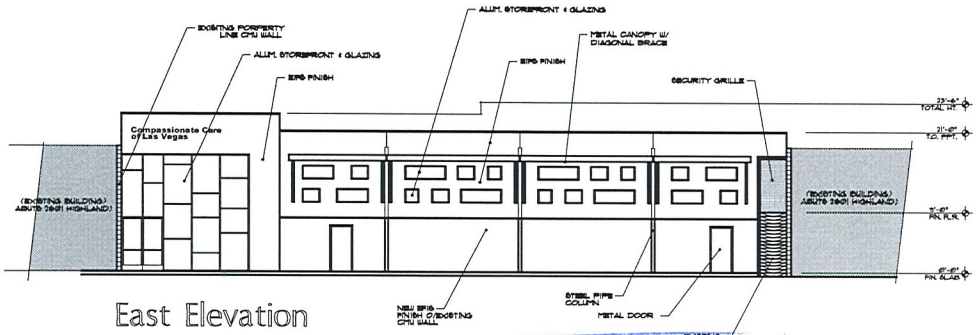
A COLOR LIFE - METAPHYSICAL - CLV 112N LRV 13

B COLOR LIFE - BISCOTTI - CL 2141W LRV 69

C COLOR LIFE - METALLIC SILVER



Signage



East Elevation

1 Exterior Elevations

SCALE: 1/8" = 1'-0"

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JEFFREY FREUND ARCHITECT LTD
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COMPASSIONATE TEAM of LAS VEGAS, LLC
CULTIVATION
2601 S. HIGLAND

CITY OF LAS VEGAS NEVADA

REVISIONS

DATE	7/14/14
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SUP-55290 - APPLICANT: COMPASSIONATE CARE OF LAS VEGAS, LLC - OWNER: HIGHLAND BY THE HIGHWAY, LLC
2601 HIGHLAND DRIVE

07/31/14

SUP-55290 - APPLICANT: COMPASSIONATE CARE OF LAS VEGAS, LLC - OWNER: HIGHLAND BY THE HIGHWAY, LLC
2601 HIGHLAND DRIVE

07/31/14

MARQUIS AURBACH
COFFING

DIRECT LINE: (702) 207-6096
DIRECT FAX: (702) 856-8908
EMAIL: BHARDY@MACLAW.COM

ALBERT G. MARQUIS
PHILLIP S. AURBACH
AVECE M. HIGBEE
DALE A. HAYES
TERRY A. COFFING
SCOTT A. MARQUIS
JACK CHEN MIN JUAN
FRANK M. FLANSBURG III
CRAIG R. ANDERSON
DAVID A. COLVIN
TERRY A. MOORE
GERALDINE TOMICH
NICHOLAS D. CROSBY
JASON M. GERBER
MICAH S. ECHOLS
ERIK W. FOX
BRIAN R. HARDY
TYE S. HANSEEN
LIANE K. WAKAYAMA
CANDICE E. RENKA

JAMIE A. FROST
JACK F. DEGREE
CODY S. MOUNTEER
CHAD F. CLEMENT
BENJAMIN T. AUTEN
KRISTIN L. GIFFORD
ERIC S. POWERS
CHRISTIAN T. BALDUCCI
VINCENT J. VITATOE
ADAM C. ANDERSON
JIMMY T. LEE
BRIANNA SMITH
JAMES J. RUGGEROLI

JOHN M. SACCO
DAVID G. ALLEMAN
OF COUNSEL

August 4, 2014

City of Las Vegas Department of Planning
333 N. Rancho Drive
Las Vegas, NV 89106

RE: Justification Letter-Cultivation-Compassionate Team of Las Vegas, LLC
2601 South Highland Drive
Las Vegas, NV, 89101
APN 162-09-110-017
SUP-55290 Cultivation Facility

To Whom it May Concern:

Please accept this letter as justification for a 6,600 sq ft cultivation facility (comprised of approximately 5,950 sq ft of retail space and 650 sq ft of office/administration space) located at the above referenced location. Compassionate Team of Las Vegas, LLC (the "Company") is dedicated to providing therapeutic pain relief by cultivating high quality medicinal marijuana. The Company's goal is to provide the highest quality products and services to its customers. The Company believes in customer-centric decision making which includes customer feedback in everything it does, from the products offered to the way it reaches the market and the community. The Company's number one priority is to make its customer's happy by providing them with the best possible products and ensuring that end users are able to readily obtain quantities needed at their local dispensaries.

The Company will provide its customers with high quality medicinal marijuana. All cultivated yields will be produced from the highest grade strains of marijuana allowing it to offer significant variety to its customers. Quality control from planting, cultivation and harvesting to delivery is the Company's first priority. The medicinal marijuana industry has experienced a healthy level of growth over the past decade due to various states legalizing its use. The target market of potential customers will be not only the Company's affiliated dispensary, but also other local dispensaries and edible/infusible kitchens. The Company is committed to providing its customers with the highest quality medical marijuana. A variety of marijuana strains will be safely cultivated and harvested, as influenced by customer demand. All harvested strains will be delivered safely and securely in compliance with the pertinent laws and regulations.

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Department of Planning

SUP-55290

The Company will be funded from its owners which have sufficient startup capital to quickly complete renovation of an existing stand-alone facility located at 2601 South Highland Drive, Las Vegas, NV, 89101 and to purchase all necessary equipment and inventory required from local contractors and suppliers. The owners have more than sufficient capital and will provide a positive cash position for a minimum of one year of operations and expenses until the Company is self-sustaining through cash flow generated from operations.

The facility will be open daily (Sunday-Monday) from 6:00 am to 10:00 pm. The facility provides ample space to produce and store the medical marijuana and necessary equipment. The Company is committed to the security of its employees, clients, and the general public. The facility will use state-of-the-art alarm systems, video surveillance and other measures to ensure the security of patients, employees and the general public, as well as the building and its contents. Moreover, there is more than adequate water and power available to supply the proposed cultivation of medical marijuana.

The Company will have an affiliated dispensary[1] located in the same facility as its cultivation operations. As such, distribution of much of the Company's product will take place through the affiliated dispensary. The dispensary is strategically located near the Center of the City of Las Vegas' largest medical community. Within walking distance, there are four hospitals, and the University of Nevada Medical School is a transit ride away. Additionally, the dispensary is conveniently located within walking distance from the Regional Transportation Commission's (RTC) bus stop serving one of the busiest public transportation routes in the City of Las Vegas. Given the convenient location and vertically integrated facility, the Company will be able to supply patients with those products and strains (many of which are developed on site) to meet patient needs.

This facility conforms to the policies and standards of the City of Las Vegas as it is a free standing detached enclosed structure. The public health, safety and general welfare of the City are best promoted and protected by this facility meeting the minimum separation of 1000 feet of any school; or within 300 feet of any individual care center licensed for more than 12 children, community recreational facility (public), City park, or church/house of worship. In addition, the use conforms to, and is subject to, the provisions of LVMC Title 6. There will be no outside storage permitted. An air filtration system to be designed by a Nevada licensed engineer shall be provided prior to the issuance of a certificate of occupancy. Moreover, any signage for the facility will be limited to one wall sign per street frontage, the face of any proposed sign will not to exceed thirty square feet in area and will not to exceed two feet in height. Any proposed sign will be internally illuminated and will not use any. In order to approve a proposed Special Use Permit application, the Planning Commission or City Council must determine that:

[1] **Disclosure & Notification:** The Company has an affiliated entity under common ownership and control (Compassionate Care of Las Vegas, LLC) which will be applying for a dispensary at the same location.

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;

b. The subject site is physically suitable for the type and intensity of land use being proposed;

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

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.

Here, the location meets the above requirements as follows:

a. The general plan is industrial and the property is zoned M. As cultivation of medicinal marijuana is an industrial use, this is an appropriate location for a cultivation facility and is compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan;

b. The subject site is an existing free standing building which is physically suitable for the type and intensity of land use being proposed and which has more than adequate room for the cultivation of medicinal marijuana;

c. Given the industrial nature of the area, there already exists truck and delivery vehicle traffic along Highland Drive. As such, any additional truck or delivery traffic necessitated by the Company's operations should have minimal impact on the area. Moreover, consistent with City of Las Vegas City Code, the facility will have direct access (both ingress and egress) from Highland Drive; and

d. This medical marijuana facility supports the General Plan and the public health and safety and welfare. Notably, the facility provides jobs to the community, medicine to people in need, and increases security in the area through the facilities use of cameras and security guards, making not only the facility a safe place but also provides enhanced security for the surrounding businesses. As such, 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.

This location is compliant with and supports the City of Las Vegas Codes. Moreover, this location is suitable for a cultivation facility and, as such, the Company respectfully requests approval of this special use permit. As always, please do not hesitate to contact the undersigned with any questions regarding this request.

Sincerely,

MARQUIS AURBACH COFFING

Brian R. Hardy, Esq.

BRH:rw

MAC: Document36 8/4/2014 1:32 PM

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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CITY CLERK
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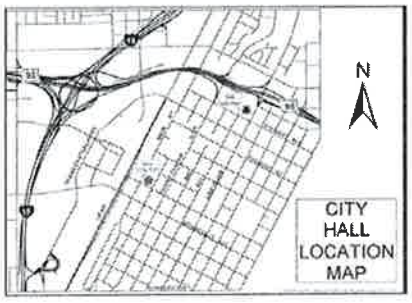
Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above 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.
SUP-55290
City Council Meeting of **03/04/2015**

Case: SUP-55290
16209102008
GARRETT CAPITAL L L C
3790 PARADISE RD #250
LAS VEGAS NV 89169-4640

FEB 16 2015

55 LRDFMP 89169

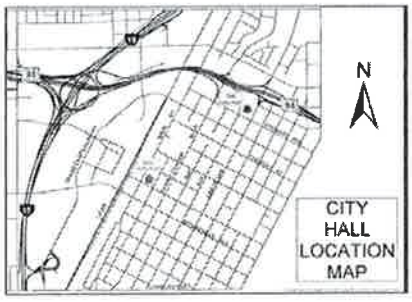
City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK
Presort First Class Mail ComBasPrice

U.S. POSTAGE PITNEY BOWES
ZIP 89101 $ 000.46⁰
02 1W
0001398173 FEB 12 2015

2015 FEB 23 P 3:40

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
SUP-55290
City Council Meeting of **03/04/2015**

Case: SUP-55290
16209110022
K E N C O INVESTMENTS L L C
2504 SPRINGBROOK DR
LAS VEGAS NV 89134-7584

103 LRDFMP 89134

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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0001398173 FEB. 12. 2015

Return Service Requested
Official Notice of Public Hearing

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CITY CLERK
2015 FEB 19 A 8:12

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.

SUP-55290

City Council Meeting of **03/04/2015**

Case: SUP-55290

16209202001
N Y P CORPORATION
6120 S TORREY PINES
LAS VEGAS NV 89118-3209

73 LRDFNMP 89118

Memorandum

City of Las Vegas
Office of the City Attorney

To: Carolyn Goodman, Mayor

From: Bryan Scott, Assistant City Attorney

CC: Brad Jerbic, City Attorney
Betsy Fretwell, City Manager
Luann D. Holmes, Acting City Clerk

Date: March 3, 2015

Re: Required Abstention--Medical Marijuana Establishments items 44-55 during the March 4, 2015 City Council Meeting.

Mayor Goodman:

You inquired as to whether you should abstain from considering items related to the approval of medical marijuana establishments' special use permits and/or compliance permits at the City Council meeting scheduled for March 4, 2015. You indicated that your son is a principal in an entity that received approval from the City Council on October 29, 2014 for a medical marijuana establishment within the City of Las Vegas, item number 36, SUP-55275 and item number 37, DIR-56427.

NRS 281A.420(3) provides as follows:

> "3. Except as otherwise provided in this section, in addition to the requirements of subsection 1, a public officer *shall not vote upon* or advocate the passage or failure of, but may otherwise participate in the consideration of, *a matter with respect to which the independence of judgment of a reasonable person in the public officer's situation would be materially affected by:*
> (a) The public officer's acceptance of a gift or loan;
> (b) The public officer's significant pecuniary interest; or
> *(c) The public officer's commitment in a private capacity to the interests of another person."*

NRS 281A.065 defines what the term "commitment in a private capacity of others as follows:

> "Commitment in a private capacity" defined. "Commitment in a private capacity," with respect to the interests of another person, means a commitment, interest or relationship of a public officer or employee to a person:
> 1. Who is the spouse or domestic partner of the public officer or employee;
> 2. Who is a member of the household of the public officer or employee;

Submitted after final agenda

Date 3-3-2015 Item 44-55

3. Who is related to the public officer or employee, or to the spouse or domestic partner of the public officer or employee, by blood, adoption, marriage or domestic partnership within the third degree of consanguinity or affinity;

4. Who employs the public officer or employee, the spouse or domestic partner of the public officer or employee or a member of the household of the public officer or employee;

5. With whom the public officer or employee has a substantial and continuing business relationship; or

6. With whom the public officer or employee has any other commitment, interest or relationship that is substantially similar to a commitment, interest or relationship described in subsections 1 to 5, inclusive."

In light of the above referenced statutes, it is the conclusion of the City Attorney's Office that you should disclose the factual circumstances surrounding your potential conflicts on the record and abstain from the discussions and votes on all items requesting land use approval and/or compliance permit approval for any proposed medical marijuana establishments scheduled for hearings during the City Council meeting to be held on March 4, 2015. Your independence of judgment on any item related to proposed medical marijuana establishments is presumed to be compromised on all such matters since your son, as a principal of a group applying for a medical marijuana establishment with the City of Las Vegas, received approval of a medical marijuana establishment, when a very limited number of medical marijuana establishments authorized by the state of Nevada are available in the City of Las Vegas. A person could argue that because your son's group received approval of a medical marijuana establishment in the City of Vegas, that your independence of judgment as to whether any additional competitors or suppliers should be approved is compromised.

If any of the above-referenced items are abeyed, tabled or withdrawn during the City Council meeting, you may vote on the motion to abey, table or withdraw the item as abeyance, withdrawal or tabling motions are not substantive motions. If any of those items come back to the City Council for rehearing, you will again need to disclose your conflicts and abstain from voting.

For your information, because I have issued this opinion you directing you to abstain from voting on items 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54 and 55 the number of votes necessary to pass the items will be reduced by operation law based upon the provisions of NRS 281A.420(5) and NRS 241.0355(2).

NRS 281A.420(5) provides as follows:

"5. Except as otherwise provided in NRS 241.0355, if a public officer declares to the body or committee in which the vote is to be taken that the public officer will abstain from voting because of the requirements of this section, **the necessary quorum to act upon and the number of votes necessary to act upon the matter, as fixed by any statute, ordinance or rule, is reduced as though the member abstaining were not a member of the body or committee."**

NRS 241.0355(2) provides as follows:

> "NRS 241.0355 Majority of all members of public body composed solely of elected officials required to take action by vote; abstention not affirmative vote; reduction of quorum.
>
> 1. A public body that is required to be composed of elected officials only may not take action by vote unless at least a majority of all the members of the public body vote in favor of the action. For purposes of this subsection, a public body may not count an abstention as a vote in favor of an action.
>
> 2. In a county whose population is 45,000 or more, the provisions of subsection 5 of NRS 281A.420 do not apply to a public body that is required to be composed of elected officials only, unless before abstaining from the vote, the member of the public body receives and discloses the opinion of the legal counsel authorized by law to provide legal advice to the public body that the abstention is required pursuant to NRS 281A.420. The opinion of counsel must be in writing and set forth with specificity the factual circumstances and analysis leading to that conclusion."
>
> . . .

Regarding your abstention, the above-referenced statutes reduce the number of persons voting on the items during the city council meeting to six. The number of votes necessary to pass any motion for the remaining council members is four.

If you have any additional questions regarding any of the above, please feel free to contact me at ext. 6629.

City of Las Vegas Agenda Item No.: **50.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
DIR-56380 – ABEYANCE ITEM - COMPLIANCE PERMIT - For possible action on a COMPLIANCE PERMIT for a Medical Marijuana Establishment (Cultivation) Compassionate Team of Las Vegas, LLC dba Compassionate Team of Las Vegas, LLC at 2601 Highland Drive, Ward 1 (Tarkanian)

RECOMMENDATION:
No recommendation. No action on compliance permit until applicant has met the following conditions:

1) A Provisional Registration Certificate has been issued pursuant to NRS 453A;
2) All operational plans and submittals have been revised to conform to city code requirements and approved by the Director; and,
3) Applicant having complied with conditions 1 and 2, requests the permit to be considered at a meeting of the City Council.

BACKUP DOCUMENTATION:
Staff Report

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 1, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: DIR-56380 – COMPLIANCE PERMIT

RECOMMENDATION:

No recommendation. No action on compliance permit until applicant has met the following conditions:

1) A Provisional Registration Certificate has been issued pursuant to NRS 453A;
2) All operational plans and submittals have been revised to conform to city code requirements and approved by the Director; and,
3) Applicant having complied with conditions 1 and 2, requests the permit to be considered at a meeting of the City Council.

SUMMARY:

Compassionate Team of Las Vegas, LLC - Cultivation

Under Las Vegas Municipal Code, the Director shall prepare a report on the merits of each complete medical marijuana compliance permit application based on the factors of LVMC 6.95.070 (D). Each application was referred to various departments for evaluation. The review of this application shows that if land use were approved at this location, overall the application for a medical marijuana cultivation facility, as presented, would show minimum compliance to city code. Based on the information presented, reviewers noted the following concerns.

CONCERNS:

- Resumes demonstrate business experience to run a successful business; however knowledge in cultivating medical marijuana and the needed education to manage such a facility has not been demonstrated (LVMC. 6.95.070).
- Square footage intended to be used for cultivation is not stated (LVMC 6.95.130).
- A review of plans submitted did not provide adequate detail or address specific requirements of LVMC 6.95. 110, .120, .130, and .190. Security and environmental/disposal plan need to be updated to conform to all code requirements.
- The sustainability plan did not provide adequate details to evaluate the merits of the proposed efforts (LVMC 6.95.070).
- Concerns exist that the consultants may need to come forward for suitability if it is determined they are involved in the day to day operations (LVMC 6.95.020, .030, 070).
- Special Use Permit was recommended for denial by the Planning Commission (LVMC 6.95.080).

City of Las Vegas Agenda Item No.: **51.**

AGENDA SUMMARY PAGE - PLANNING
CITY COUNCIL MEETING OF: APRIL 1, 2015

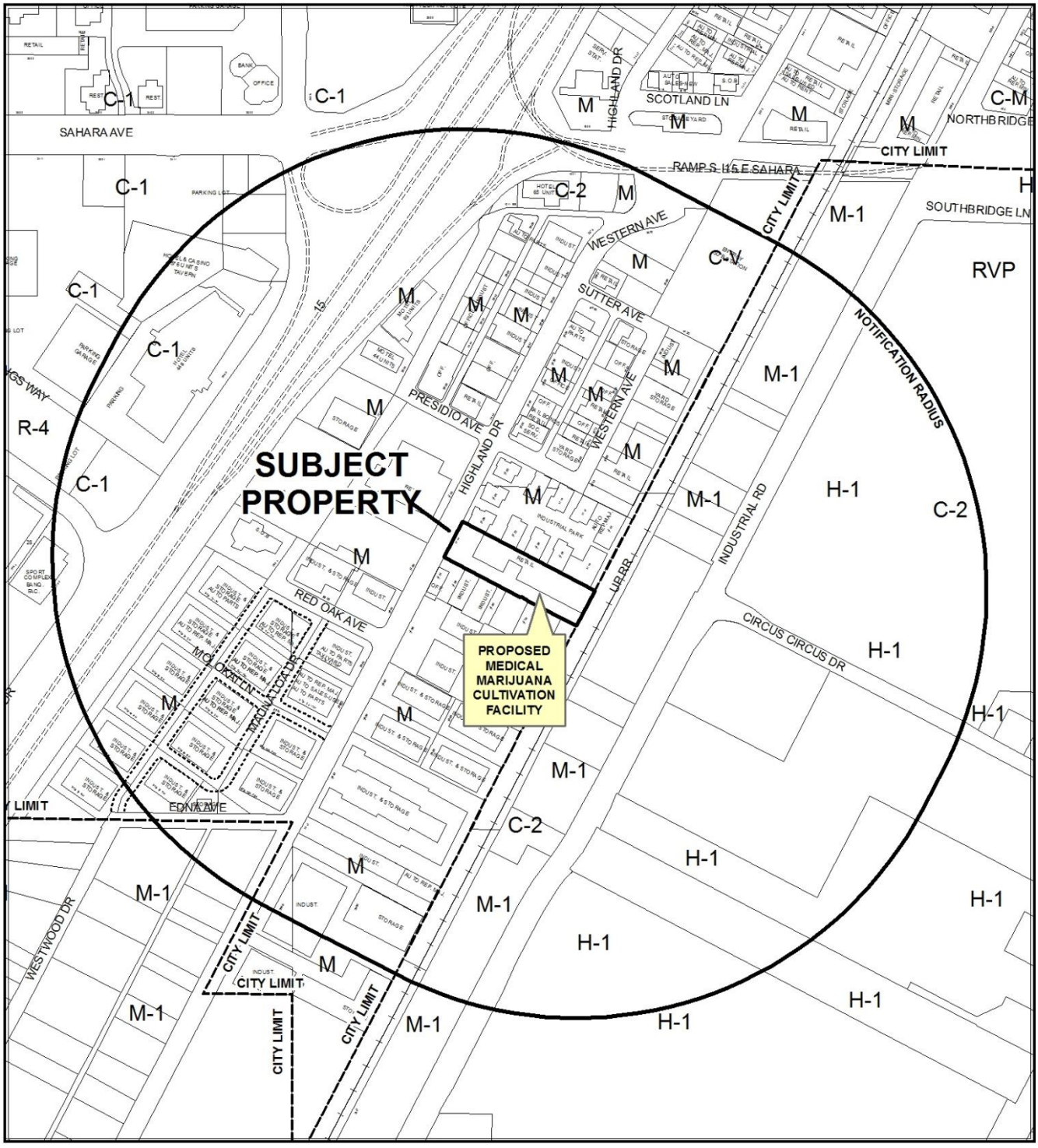
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
SUP-55313 – ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: INFINITE WELLNESS INC. - OWNER: N.Y.P. CORPORATION - For possible action on a request for a Special Use Permit FOR A PROPOSED 7,070 SQUARE-FOOT MEDICAL MARIJUANA CULTIVATION FACILITY at 2750 Highland Drive, Suite E (APN 162-09-202-001), M (Industrial) Zone, Ward 1 (Tarkanian). **NOTE: A WAIVER TO ALLOW ANOTHER USE WHICH IS NOT A MEDICAL MARIJUANA FACILITY UNDER THE SAME ROOF OF A MEDICAL MARIJUANA FACILITY.** The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**1**	**Planning Commission Mtg.**	**1**
City Council Meeting	**5**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photos
5. Code Compliance Letter
6. Justification Letter
7. Protest/Support Postcards
8. Required Abstention Memo for Mayor Goodman
9. Backup Referenced from the September 30, 2014 Planning Commission Meeting



0 400 800 Feet

CASE: **SUP-55313**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N

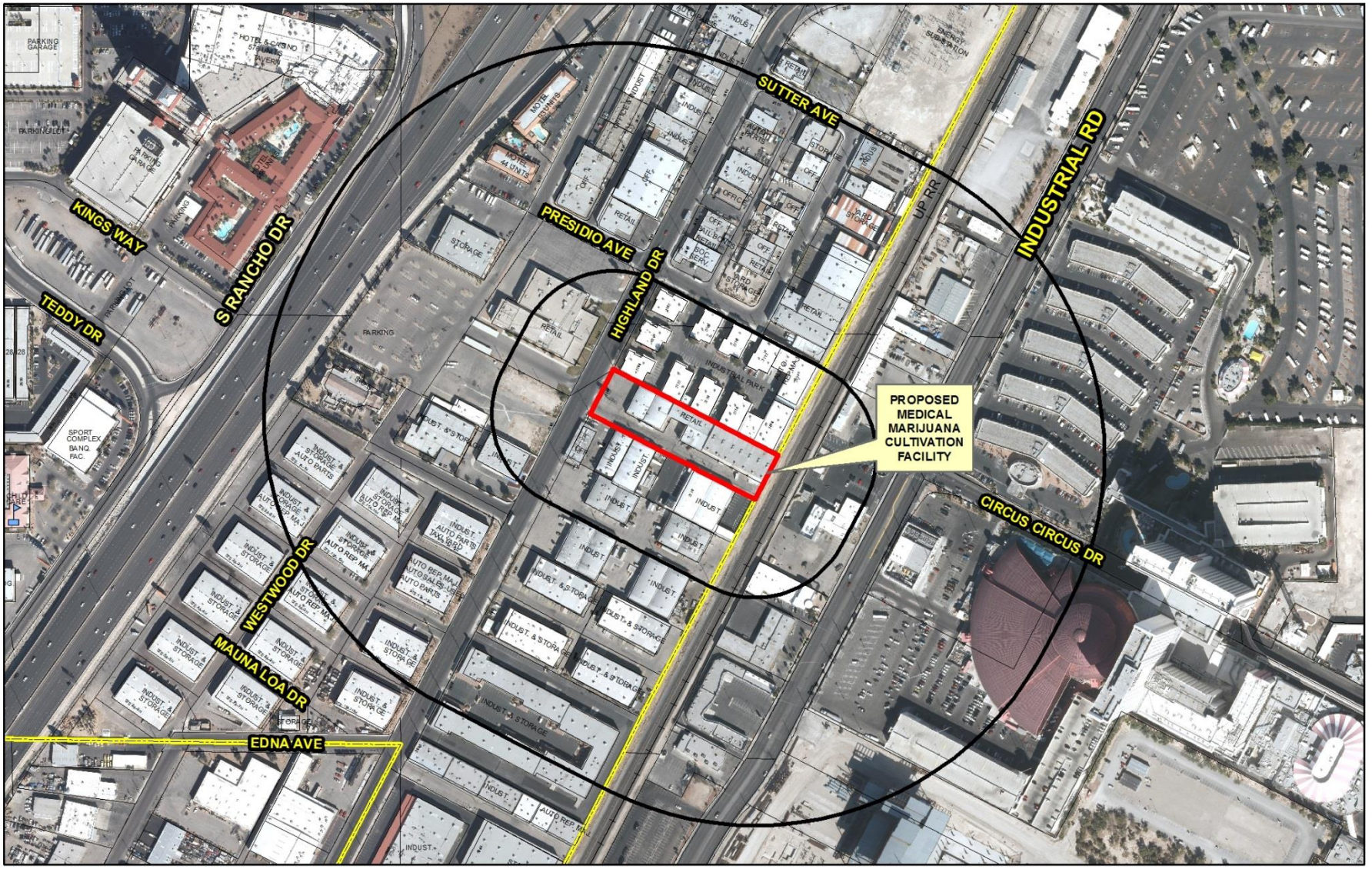
0 400 800 Feet

CASE: **SUP-55313**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N



SUP-55313

Medical Marijuana Establishments

Protected Uses

- RELIGIOUS
- COMMUNITY CENTERS
- Pools
- SCHOOLS
- Child Care/ Children Facility

Prohibited Areas

- Art District
- Fremont

- Subject Property
- 300 and 1000 foot buffer

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, August 07, 2014

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: APRIL 1, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: INFINITE WELLNESS INC. - OWNER: N.Y.P. CORPORATION

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-55313	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

SUP-55313 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Medical Marijuana Cultivation Facility use.

2. Signage for the establishment shall be limited to one wall sign per street frontage, the face of the sign not to exceed 30 square feet in area and two feet in height. Such a sign shall be internally illuminated, with the use of neon prohibited.

3. An air filtration system to be designed by a Nevada licensed engineer shall be provided prior to the issuance of a certificate of occupancy.

4. Cultivation is limited to the interior of a building.

5. There shall be no on-premise consumption (the use, smoking, ingestion or consumption of any marijuana, edible marijuana or marijuana infused product) on the licensed premises.

6. All development shall be in conformance with the site plan and floor plan, date stamped 07/23/14, except as amended by conditions herein. Any modification of the premises of a medical marijuana establishment shall be filed 60 days in advance of any proposed construction. A full and complete copy of all architectural and building plans shall be filed with the Director for a review of compliance with Title 6.95 and Title 19. The Director shall review the plans and approve any modifications in compliance with this chapter prior to the commencing of any construction of modifications.

7. This approval shall be void eighteen months from the date of final approval, unless exercised pursuant upon the issuance of a business license. An Extension of Time may be filed for consideration by the City of Las Vegas.

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, as well as submitted as part of any business license application.

10. The presence of minors on the premises of a medical marijuana establishment is prohibited unless the minor is a qualified patient on the premises of a dispensary and is accompanied by his or her parent or legal guardian.

11. Approval of this Special Use Permit does not constitute approval of a medical marijuana facility license.

12. This business shall operate in conformance to Chapter 6.95 of the City of Las Vegas Municipal Code.

13. No temporary signs such as banners, pennants, inflatable objects, streamers, flags, or other similar attention gaining item or devices shall be displayed upon the subject property or a vehicle displaying advertisement in the parking lot of the subject property without the appropriate permits.

14. This Special Use Permit shall be reviewed biennially concurrently with the associated business license, at which time the City Council may require the termination of the use. 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 Medical Marijuana Cultivation Facility be removed.

15. All medical marijuana products shall remain in the original manufacturer's configuration intended for off-sale.

16. A Medical Marijuana Cultivation Facility shall obtain all required approvals from the State of Nevada to operate such a facility prior to the Special Use Permit being exercised pursuant to LVMC 19.16.110.

17. Conformance to all regulations pertaining to Medical Marijuana Establishment found within Nevada Revised Statute 453A and Nevada Administrative Code NAC 453A.

18. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

19. Coordinate with the Environmental Compliance Section of the Department of Public Works to determine appropriate pretreatment procedures, if any, required for industrial effluent from this facility prior to occupancy of this site or a business license for this use. Comply with the recommendations of the Environmental Compliance Section. The Section may be contacted through John Solvie, 702-229-6547 or email at jsolvie@lasvegasnevada.gov.

Building & Safety

20. Construction drawings prepared by a Nevada licensed mechanical engineer, environmental engineer or similar professional discipline acceptable to the Building & Safety Director is required at the time of building permit application submittal for approval by the Building & Safety Department. The construction drawings shall detail all construction and equipment required to be installed in accordance with the odor control concept plan that describes the approach and equipment to be utilized to contain, absorb and neutralize all odors emanating from the property, and the field testing methodology to be utilized to determine the effectiveness of the odor containment, absorption and neutralization design.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a request for a Special Use Permit for a proposed Medical Marijuana Establishment Medical Marijuana Cultivation Facility to be located at 2750 Highland Drive, Suite E. The subject site complies with all minimum distance requirements as set forth by Title 19.12 and therefore the use can be conducted in a compatible and harmonious manner with the existing surrounding land uses and future land uses as projected by the General Plan. As such, Staff recommends approval of the proposed use with standard conditions. If denied, no Medical Marijuana Cultivation Facility would be permitted to be established at this site.

ISSUES

- The Medical Marijuana Cultivation Facility use is permitted within an M (Industrial) zoning district with the approval of a Special Use Permit.
- For the subject site to be eligible for a Medical Marijuana Cultivation Facility the subject site must be in compliance with all minimum distance separation requirements, pursuant to Title 19.12, as set forth by adopted Ordinance No. 6321.
- Simultaneous reviews of the business license application and the Special Use Permit application were conducted. If either application failed to comply with their respective requirements both applications would have been deemed incomplete and consequently rejected.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
05/21/14	City Council approved Text Amendment (TXT-52502) to amend LVMC Chapter 19.12 related to Permitted Uses and Chapter 19.18 related to Definitions and Measures to add Medical Marijuana Dispensaries, Facilities for the Production of Edible Marijuana Products or Marijuana Infused Products and Marijuana Cultivation Facilities as permissible uses by adding zoning district applicability, descriptions and definitions for these activities as they are contemplated by SB 374 of the Nevada Revised Statues and to provide for other related matters. Ordinance No. 6321.

Related Relevant City Actions by P&D, Fire, Bldg., etc (Continued)	
06/04/14	City Council approved Text Amendment (TXT-52502) to amend Las Vegas Municipal Code Title 6 to implement licensing regulations related to facilities for the production of edible marijuana products or marijuana-infused products, medical marijuana dispensaries, medical marijuana cultivation facilities, and independent testing laboratories, collectively referred to as medical marijuana establishments, in conformance with the intent of SB 374 of the 2013 session of the Nevada Legislature and to provide for other related matters. Ordinance 6324.
09/30/14	The Planning Commission (7-0 vote) recommends APPROVAL of a request for a Special Use Permit for a proposed Medical Marijuana Establishment Medical Marijuana Cultivation Facility to be located at 2750 Highland Drive, Suite E (SUP-55313).
10/29/14	The City Council voted to TABLE a request for a Special Use Permit (SUP-55313) for a proposed 7,070 square-foot Medical Marijuana Cultivation Facility at 2750 Highland Drive, Suite E and a related Compliance Permit (DIR-56412).
03/04/15	The City Council voted to ABEY a request for a Special Use Permit (SUP-55313) for a proposed 7,070 square-foot Medical Marijuana Cultivation Facility at 2750 Highland Drive, Suite E and a related Compliance Permit (DIR-56412).

Most Recent Change of Ownership	
03/30/1984	A deed was recorded for a change in ownership.

Pre-Application Work Group	
06/19/14	The applicant attended a pre-application meeting, in which submittal requirements for the filing of the Special Use Permit application, as well as Business Licensing applications were reviewed and supplemental handouts were given.

Field Check	
07/31/14	A field check of the subject site was conducted by staff. The site is a well maintained industrial complex containing retail and warehouse space.

Details of Application Request	
Site Area	
Net Acres	2.01

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Warehouse	LI/R (Light Industry/Research)	M (Industrial)
North	Industrial Park	LI/R (Light Industry/Research)	M (Industrial)
South	Industrial Park	LI/R (Light Industry/Research)	M (Industrial)
East	ROW (UP Railroad)	ROW (UP Railroad)	ROW (UP Railroad)
West	Retail	C (Commercial)	M (Industrial)

Master Plan Areas	***Compliance***
Downtown Centennial Plan (Industrial Corridor District)	Y
Special Purpose and Overlay Districts	***Compliance***
Downtown Centennial Plan Overlay District	Y
A-O (Airport Overlay) District (175 Feet)	Y
Las Vegas Boulevard Scenic Byway Overlay District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Downtown Redevelopment Plan Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	Y
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Highland Drive	Major Collector	Planned Streets and Highways Map	80 Feet	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	
Warehouse	36,344	1/1000 SF	37				
Medical Marijuana Cultivation Facility	7,070	1/1000 SF	8				
TOTAL SPACES REQUIRED			45		46		Y
Regular and Handicap Spaces Required			43	2	43	3	Y
Loading Spaces			3		5		Y

*Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City.

Medical Marijuana Cultivation Facility

Wall Signs:			
Standards	***Allowed***	***Provided***	***Compliance***
Maximum Number	1 per Street Frontage	1 (not on street frontage)	Y
Maximum Area	30 SF	4.5 SF	Y
Maximum Height	2 Feet	1.5 Feet	Y
Illumination	Internal (Neon Prohibited)	No illumination noted	Y

ANALYSIS

The Medical Marijuana Cultivation Facility use is defined as "A fully stand-alone detached enclosed structure which cultivates, delivers, transfers, transports, supplies, or sells marijuana to medical marijuana dispensaries or medical marijuana production facilities. This use includes a "cultivation facility," as defined in NRS 453A.056." The justification letter states that the applicant is applying only for a cultivation facility with proposed hours of operation from 9:00 am to 5:00 pm daily. The floor plan illustrates a 7,070 square-foot Medical Marijuana Cultivation Facility with 5,015 square feet of enclosed cultivation area. Per the submitted justification letter and floor plan, the proposed use meets the definition outlined above.

The Minimum Special Use Permit Requirements for this use include:

> *1. Pursuant to its general authority to regulate the cultivation, production, dispensing and sale of medical marijuana, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring a minimum separation between medical marijuana cultivation facilities and certain other uses that should be protected from the impacts associated with a medical marijuana cultivation facility. Therefore, except as otherwise provided below, no medical marijuana cultivation facility may be located within 1000 feet of any school; or within 300 feet of any individual care center licensed for more than 12 children, community recreational facility (public), City park, or church/house of worship.
>
> *The proposed use meets this requirement, as there are no schools, within 1,000 feet of the subject property, as well as there are no individual care centers licensed for more than 12 children, community recreational facilities (public) or City parks or churches/houses of worship within 300 feet of the subject property.*

*2. The distance separation referred to in Requirement 1 shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed medical marijuana cultivation facility which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed medical marijuana cultivation facility. The distance shall be measured in a straight line without regard to intervening obstacles.

The proposed use meets this requirement; measurement is taken from the property line of a lot of record: PT SW4 NW4 SEC 09 21 61, as shown in recorded document 00001897:56753 on file with the County Assessor of Clark County, Nevada.

*3. For the purpose of Requirement 2, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

b. The "property line" of a medical marijuana cultivation facility refers to:

i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or

ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:

A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;

B. The proposed medical marijuana cultivation facility will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed medical marijuana cultivation facility will be located;

The proposed use meets this requirement as the subject site is a lot of record.

*4. The use shall conform to, and is subject to, the provisions of LVMC Title 6, as such provisions may be presently adopted or hereafter amended.

The use complies and will be subject to this requirement.

*5. No outside storage shall be permitted, including the use of shipping containers for on-site storage.

The proposed use meets this requirement as no outside storage, including shipping containers has been denoted within the submitted site plan.

*6. An air filtration system to be designed by a Nevada licensed engineer shall be provided prior to the issuance of a Certificate of Occupancy.

The proposed use shall comply with this requirement as part of the permitting process that will occur prior to the issuance of a Certificate of Occupancy.

*7. Signage for the establishment shall be limited to one wall per street frontage, the face of the sign not to exceed thirty square feet in area and not to exceed two feet in height. Such a sign shall be internally illuminated, with the use of neon prohibited.

The proposed signage is located on the south elevation, which is not adjacent to street frontage. A condition of approval has been added to require conformance with the Minimum Special Use Permit Requirement regarding signage.

*8. The Special Use Permit shall be void without further action if the uses ceases for a period exceeding 90 days.

The use will be subject to this requirement if the Special Use Permit is approved and exercised.

*9. A Medical Marijuana Cultivation Facility shall obtain all required approvals from the State of Nevada to operate such a facility prior to the Special Use Permit being exercised pursuant to LVMC 19.16.110.

The use will be subject to this requirement if the Special Use Permit is approved and prior to it being exercised.

Medical Marijuana Cultivation Facility

The proposed use would be placed within a 7,070 square-foot tenant space located within an existing warehouse building located along Highland Drive. The subject site facilitates the required parking for the proposed use. Other than the Minimum Special Use Permit Requirements found within Title 19.12, there are no special development requirements pertaining to the site. There are no other similar uses or protected uses within the required distance separations. For these reasons, the proposed use is deemed compatible with the surrounding uses; therefore, staff recommends approval with conditions.

FINDINGS (SUP-55313)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The subject site complies with all minimum distance requirements as set forth by Title 19.12 and therefore the use can be conducted in a compatible and harmonious manner with the existing surrounding land uses and future land uses as projected by the General Plan.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The site contains an existing warehouse building with associated parking. This site contains adequate parking for all uses, and the proposed use does not generate the need for any additional parking spaces beyond what has been provided onsite.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The proposed Medical Marijuana Cultivation Facility can be accessed from Highland Drive, an 80-foot Major Collector, that has adequate capacity to serve the proposed development.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The proposed Medical Marijuana Cultivation Facility use will be subject to regular City and County inspections for licensing and will therefore not compromise the public health, safety, and general welfare or any objective of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed Medical Marijuana Cultivation Facility use meets all distance separation requirements per Title 19.12. Conditions of approval will ensure conformance with all other minimum requirements for this use.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 25

NOTICES MAILED 69 (By Planning)

APPROVALS 1

PROTESTS 4

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

SUP-55313

Case Number: PREAPP2014-00804 APN: 162-09-202-001

Name of Property Owner: NYP Corporation

Name of Applicant: Infinite Wellness Inc.

Name of Representative: Jonathan William Herda

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

RECEIVED
SEP 03 2014
City of Las Vegas
Dept. of Planning

~~Signature of Property Owner~~: Applicant

Print Name: Jonathan William Herda

Subscribed and sworn before me

This 3 day of September, 2014

Jacquelyn A. Seitz
Notary Public in and for said County and State

JACQUELYN A. SEITZ
Notary Public, State of Nevada
Appointment No. 06-109706-1
My Appt. Expires Nov. 30, 2014

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **SUP-55313** APN: 162-09-202-001

Name of Property Owner: NYP Corporation

Name of Applicant: Infinite Wellness Inc.

Name of Representative: Jonathan William Herda

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:

State of Nevada
County of Clark

Print Name: John James Herda

Subscribed and sworn before me

This 22 day of July, 2014

Jacquelyn A. Seitz
Notary Public in and for said County and State

JACQUELYN A. SEITZ
Notary Public, State of Nevada
Appointment No. 06-109706-1
My Appt. Expires Nov. 30, 2014

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Medical Marijuana Establishment

Project Address (Location) 2750 Highland Drive Unit E Las Vegas, NV. 89109

Project Name Infinite Wellness Inc. **Proposed Use** Cultivation

Assessor's Parcel #(s) 162-09-202-001 **Ward #** 1

General Plan: existing 7070 proposed 7070 **Zoning:** existing M1 proposed M1

Commercial Square Footage 7070 **Floor Area Ratio** 19.45%

Gross Acres 2.1 **Lots/Units** E **Density** 49.83%

Additional Information N/A

PROPERTY OWNER NYP Corporation **Contact** John James Herda

Address 6120 S. Torrey Pines Drive **Phone:** (702) 361-5844 **Fax:** N/A

City Las Vegas **State** NV **Zip** 89118

E-mail Address N/A

APPLICANT Infinite Wellness Inc. **Contact** Jonathan William Herda

Address 6490 W. Desert Inn Rd **Phone:** (702) 491-6887 **Fax:** N/A

City Las Vegas **State** NV **Zip** 89147

E-mail Address Infinitewellnessnv@gmail.com

REPRESENTATIVE Jonathan William Herda **Contact** Jonathan William Herda

Address 6490 W. Desert Inn Rd. **Phone:** (702) 491-6887 **Fax:** N/A

City Las Vegas **State** NV **Zip** 89147

E-mail Address Infinitewellnessnv@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* [signature]

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name John G. Herda

Subscribed and sworn before me

This 22nd day of July, 20 14.

Jacquelyn A. Seitz

Notary Public in and for said County and State

JACQUELYN A. SEITZ
Notary Public, State of Nevada
Appointment No. 06-109706-1
My Appt. Expires Nov. 30, 2014

FOR DEPARTMENT USE ONLY

Case #	SUP-55313
Meeting Date:	Sep 2014
Total Fee:	1280.00
Date Received:*	7-23-14
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

BUILDING DATA

SITE ADDRESS : 2750 S. HIGHLAND DR. STE #E
LAS VEGAS, NV. 89109
APN# 162-09-202-001
LOT SIZE 2.01 ACRE
CONSTRUCTION: 1958
SUBDIVISION NAME: PT SW4 NW4 SEC 09 21 61

1. CODE YEAR / TYPE

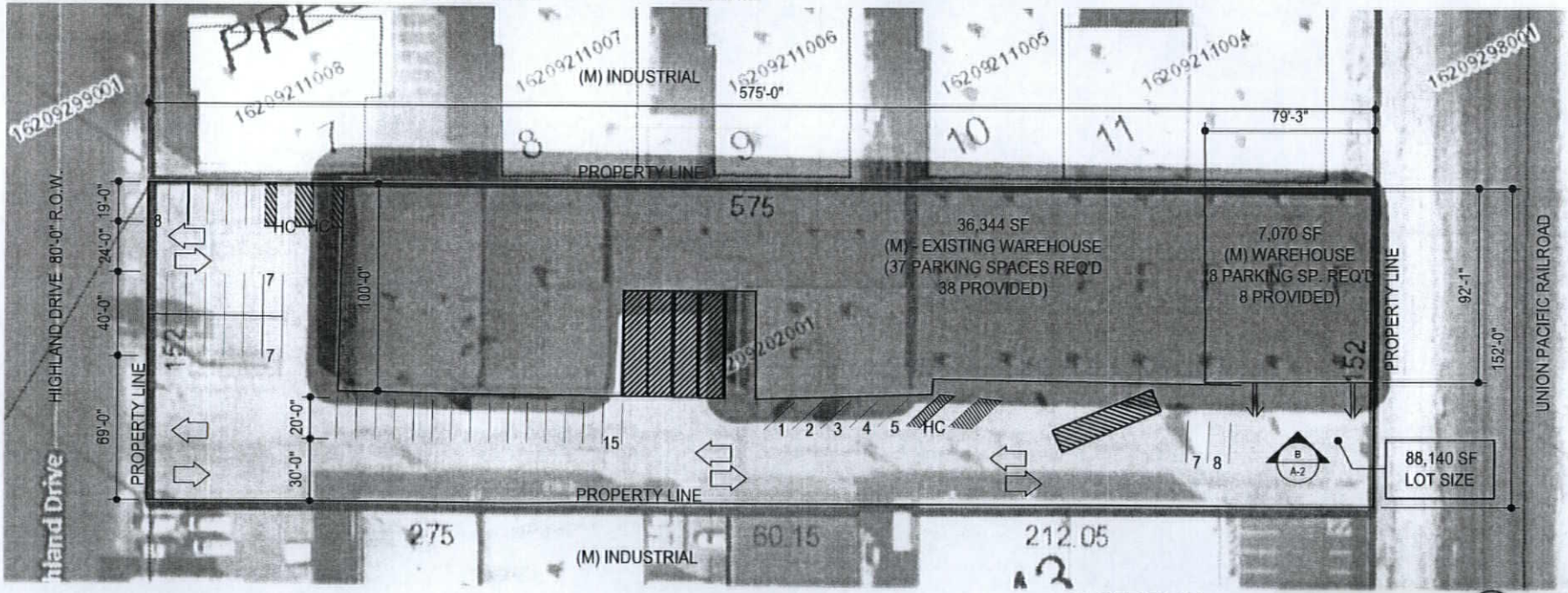
2012 Administative Code	Amendments to the Existing Building Code
CLV Amendments to the SNV 2012 IBC	2011 NEC Amendments
2012 IBC Amendments	2012 IRC Amendments
2012 ISPSC Amendments	2012 UMC Amendments
2012 UPC Amendments	2011 NEC ordinance
2012 Admin Code ordinance	2012 IBC ordinance
2012 IEBC ordinance	2012 IRC ordinance
2012 ISPSC ordinance	2012 UMC ordinance
2012 UPC ordinance	

2. OCCUPANCY CLASSIFICATION	EXISTING: S1	PROPOSED: S1
3. TYPE OF CONSTUCTION	EXISTING: VB	NEW TENANT IMPROVEMENT: VB
4. FIRE SPRINKLERED	YES	TYPE: NFPA 13
5. FIRE ALARM	NO	
6. HEIGHT	ALLOWABLE : 2	PROPOSED : 1
7. STORIES	ALLOWABLE : 2	PROPOSED : 1
8. AREA	ALLOWABLE : 24,300 SF	PROPOSED : 7,070 SF
9. OCCUPANT LOAD	63 OLF	
10. NUMBER OF EXITS	REQUIRED : 2 EXITS	PROPOSED : 2 EXITS
11. FIRE RESISTIVE RATING REQUIREMENTS	REQUIRED : N/A	
12. REQUIRED FIRE RESITIVE OF EXTERIOR WALL	REQUIRED : EAST, NORTH	PROVIDED : EXISTING 4-HR RATED 30" CMU PARAPET
13. PROTECTION OF OPENING	REQUIRED : N/A	
14. SPACES REQUIRING FIRE RESISTANCE	REQUIRED : N/A	
15. NON-SEPARATED USE OR SEPARATED USE	REQUIRED : N/A	
16. ROOF COVERING MATERIAL CLASS	ALLOWABLE : CLASS C	ACTUAL : CLASS C
17. REQUIRED PLUMBING FIXTURES	REQUIRED : 1/MALE - 1/FEMALE - 1 DRINKING FOUNTAIN - 1 SERVICE SINK	
	PROVIDED : 1/MALE - 1/FEMALE - 1 UNISEX - 1 DRINKING FOUNTAIN - 1 SERVICE SINK	
18. SPECIAL INSPECTION	REQUIRED : N/A	

SITE DATA

JURISDICTION:		CITY OF LAS VEGAS
SITE AREA:		2.01 ACRE
EXISTING BUILDING:		
BUILDING AREA (GROSS):		7,070 S.F.
PARKING:		45 SPACES
BUILDING HIEGHT:		+/-25'-0"
PROPOSED BUILDING (LEVEL ONE):		
CULTIVATION FACILITY:		7,070 S.F.
PARKING ANALYSIS:		
CULTIVATION:	1:300 S.F.	8 SPACES
WAREHOUSE:	1:300 S.F.	37 SPACES
PARKING REQUIRED:		45 SPACES
PARKING PROVIDED:		46 SPACES

B VICINITY MAP
SCALE: N.T.S.



A SITE PLAN
SCALE: 1" = 40'-0"

RECEIVED
JUL 23 2014
City of Las Vegas
Dept. of Planning

SUP-55313

Dao!Gurdison design group
817 S. MAIN STREET LAS VEGAS, NEVADA 89101 PHONE: 702-708-7779

D!G

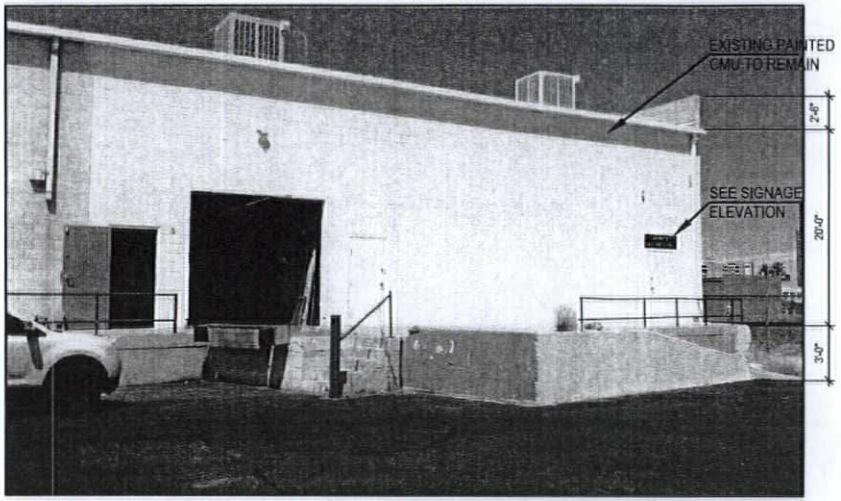
THESE DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF D.G.DESIGN GROUP. USE OF THESE DRAWINGS IS LIMITED TO A SPECIFIED PROJECT FOR PERSONS NAMED HEREON AND FOR THE CONSTRUCTION OF ONE BUILDING. ANY USE OR REPRODUCTION, IN WHOLE OR IN PART, BY ANY MEANS WHATSOEVER, IS STRICTLY PROHIBITED WITHOUT THE WRITTEN PERMISSION OF D.G.DESIGN GROUP

INFINITE WELLNESS INC.
2750 HIGHLAND DR., STE. E
LAS VEGAS, NV 89109
PARCEL # 162-09-202-001

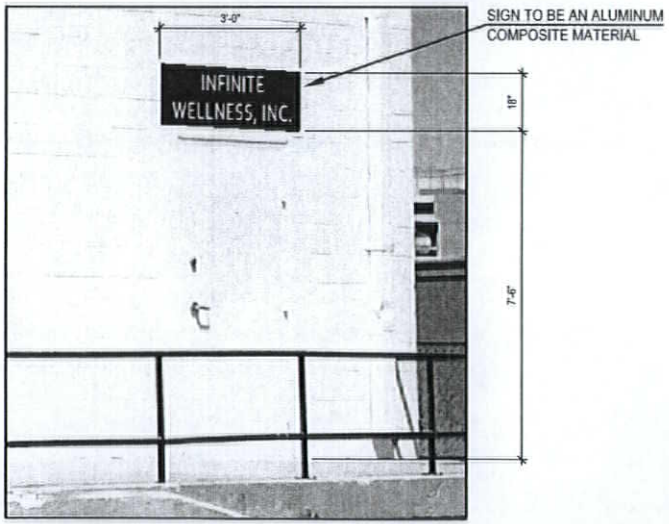
DATE: 07-21-14

SHEET NUMBER:
SITE PLAN

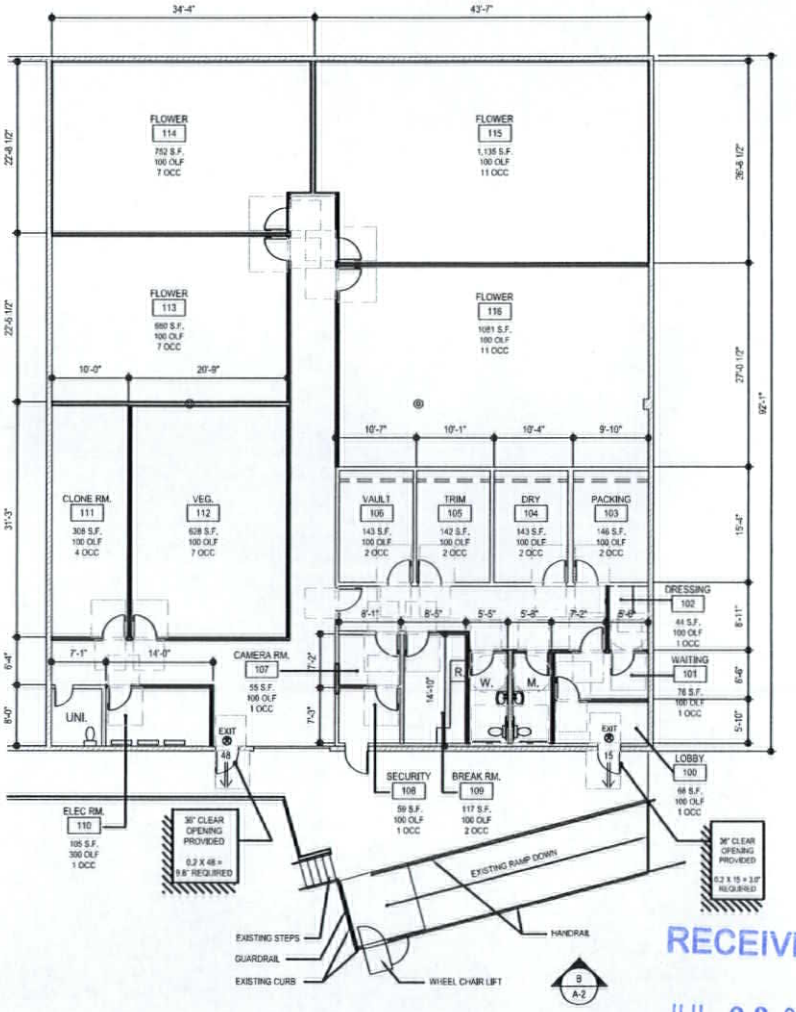
A-1



B SOUTH ELEVATION
SCALE: N.T.S.



B SIGNAGE ELEVATION
SCALE: N.T.S.



A FLOOR PLAN / EGRESS PLAN
SCALE: 1/16" = 1'-0"

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JUL 23 2014
City of Las Vegas
Dept. of Planning

SUP-55313

Dao!Gurdison design group
817 S. MAIN STREET LAS VEGAS, NEVADA 89101 PHONE: 702-768-7779

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INFINITE WELLNESS INC.
2750 HIGHLAND DR., STE. E
LAS VEGAS, NV 89109
PARCEL # 162-09-202-001

DATE: 07-21-14

SHEET NUMBER:
FLOOR PLAN & ELEVATION

A-2

SECURITY GENERAL NOTES

6.95.120 Security Requirements.

Each medical marijuana establishment must submit and maintain a security plan approved by the Director, which meets all the criteria established by the state regulating authority and the following minimum requirements:

A. Each licensed premises must have a security system which monitors all perimeter entry points, windows, and controlled areas by a centrally monitored alarm company properly licensed with the City, and whose agents are properly licensed and registered under applicable laws.

B. A 24 hour surveillance system is required to monitor the interior and exterior of a medical marijuana establishment, a live feed of which must be accessible to authorized law enforcement at all times, and in real time.

1. All recorded images must clearly and accurately display the time and date. Time is to be measured in accordance with the U.S. National Institute Standards and Technology standards.

2. The surveillance system's data storage device must be secured on-site in a lock box, cabinet, closet, or secured in another manner to protect from employee or third-party tampering or criminal theft.

3. A sign must be posted in any customer areas that the customer is under video surveillance.

C. The establishment shall be responsible for ensuring compliance with all local and state regulations regarding the facility and must monitor parking areas and outdoor areas of the licensed premises for loitering, unlawful sale of medical marijuana by customers, and consumption of medical marijuana.

D. Any theft of items containing marijuana or the observance of any unauthorized transactions of medical marijuana on the licensed premises must be reported to the Metro and the Department in written communication within 24 hours of occurrence.

E. A sign shall be posted at the entrance to the location containing the name and functioning telephone number of a 24 hour on-call member engaged in the management of a medical marijuana establishment who shall receive, log, and respond to complaints and other inquiries.

F. In addition to complying with all requirements set by the State regulating authority, any licensed cultivation facility shall:

1. Secure the cultivation facility with full video surveillance capable of clearly identifying any activities occurring within twenty (20) feet of the exterior of the building and any parking, fenced, or loading areas. A motion detection lighting system may be employed to illuminate the gate area in low light conditions.

2. Must provide on-site security between the hours of 10:00 p.m. and 6:00 a.m.

G. In addition to complying with all requirements set by the State regulating authority, any licensed medical marijuana production facility shall ensure all production, transport, delivery, shipping, labeling and packaging areas have fixed camera coverage capable of identifying activity occurring within a minimum of twenty feet.

H. In addition to complying with all requirements set by the State regulating authority, any licensed medical marijuana dispensary shall contain the following areas, meeting the detailed conditions, separated and segregated:

1. Waiting area containing only one entrance for the public, which is visible immediately from one fixed staffed security station. The entire waiting area must also be monitored by surveillance cameras.

2. Consultation room where medical marijuana products are viewed for purchase which must be:

a. Separated and segregated from any waiting area;

b. Any windows or viewing areas must be obscured from the public right of way or waiting area;

c. Any customer allowed to enter any room where medical marijuana, edible marijuana products, or marijuana infused products are viewed for purchase is required to be accompanied by an employee of the establishment;

d. Only sample products may be viewed for purchase in such a room; samples may be shown to customers outside of nontransparent packaging.

e. Customers may not remove any medical marijuana, edible marijuana products, or marijuana infused products from the consultation room.

3. All medical marijuana, edible marijuana products, or marijuana infused products, during non-business hours, must be stored in a separated and secured area.

a. The area must meet the Building Officials standards for odor control.

b. The area must be under surveillance by the camera system at all times.

c. One area may store both product and legal tender, however separate storage devices must be maintained and both must be under video surveillance.

4. All medical marijuana, edible marijuana products, or marijuana infused products must be placed in an opaque bag or cover that does not allow the product to be visible from outside of the bag or cover and closed by the attendant of the dispensary prior to transfer to a customer.

WALL TYPE LEGEND

N.I.C.

SECURITY LEGEND

FOB

INTERCOM

MON

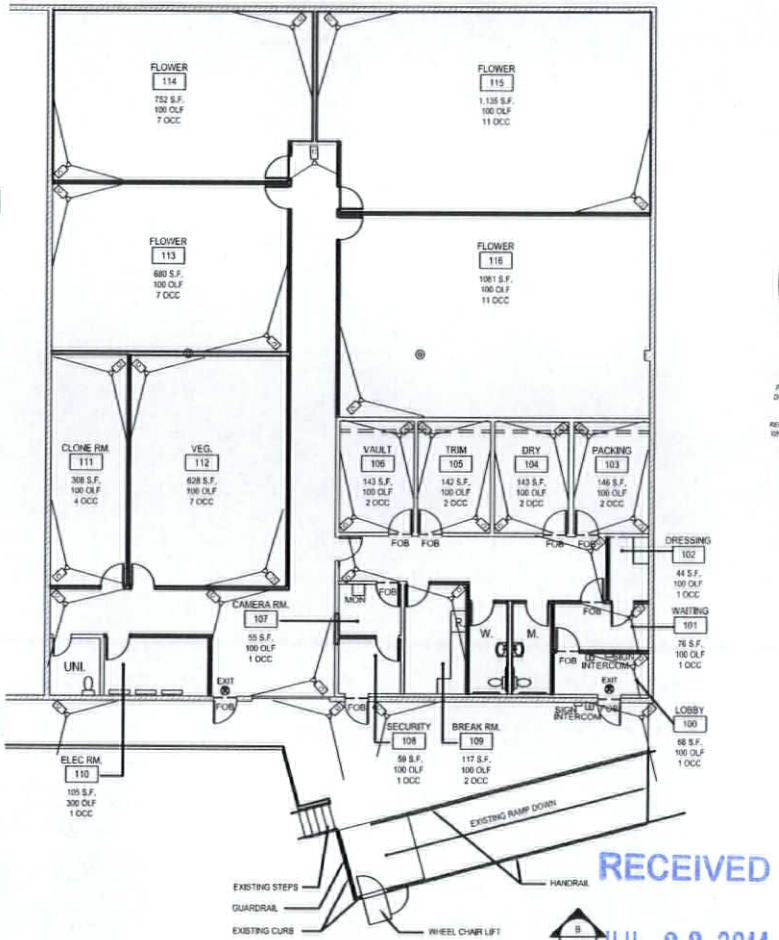
CAB

SIGN

SECURITY COMPONENTS & DESCRIPTION

Item	Description
	<<CCTV>>
WPS-300-NVR-16IP	Surveillance 300-Series 16 Channel NVR - Up to 30 FPS @ 1920x1080 per CH - 2TB Storage with 3 internal drive bays for expansion - Smartphone, Windows and Mac remote access
WPS-730-DOM-IP-WH	Surveillance 750-Series Dome IP Outdoor Camera with IR (2MP 1080HD White) with free apps for iOS®, and Android. In the event of a network problem, or if the NVR is compromised, an internal micro SD card slot makes for fast and easy local recording backup, right there at the camera, and recordings can be viewed through a web browser.
WPS-MNT-ARM-DOM-WH	Surveillance Dome Camera Arm Mount
NST-CAT6-1000-WHT	Cat 6 550MHz Unshielded 23-4 Solid .57mm CMG-Rated Wire
GS724TP	24-Port Network gigabit Switch with POE
PLUG-RJ45-CAT6	RJ45 Connectors for Cat6 Wire
Shop Supplies	Misc. Parts
Install Labor-2	Installation Labor - 2 Installers hour
	-Installation off all CCTV cameras and devices
Programming Labor	Technical and Programming Labor -Set-up NVR for off site and local viewing of all CCTV cameras
	<<Access Control>>
Honeywell - Access Cntrl	WinPak Pro3200 Access Control System for 11 doors with Prox Readers, 1 300lb exterior mag locks, 600lb interior mag locks, PIR Request to exit (sensor), and 50 keyfobs (Included in all necessary wire, power and enclosures)
JMS-4AEDF	7" Color Flush Mount Set (Includes JM-4MED master, JK-DVF door and PS-2420UL power supply)
SBX-DVF	JF JK-DVF Stainless Steel Surface Mount Box
NST-CAT5E-1000-WHT	Cat 5e 350MHz Unshielded 24-4 .50mm CL2-Rated Wire (White)
Shop Supplies	Misc. Parts
Install Labor-2	Installation Labor - 2 Installers hour
	-Installation of all access control system parts
Programming Labor	Technical and Programming Labor -Initial Set-up and programming -instruction for self maintenance
	<<Alarm>>

Item	Description
CNTRL2 - Kit 311	GoControl Color Touch Screen Alarm panel with 48 wireless zones and Z-wave Automation controller.
DW10	Wireless Door Window Contact
GB1	2pig Wireless Glass Break Sensor
SMKT2	2Gig Wireless Smoke, Heat & Freeze Detector
PIR1	Wireless Passive Infrared Motion Detector
PANIC1	2pig Panic Button
2GIG-GC3GA-T	2GIG 3G Cell Radio Module includes External Antenna
Alarm Power Package	Security Enclosure with battery back-up, charging system and transformer
Shop Supplies	Misc. Parts
Install Labor-2	Installation Labor - 2 Installers hour
COMMON-IAG	Commercial Security Alarm Monitoring Service - Interactive Gold Plus - User Code Control - Remote Arming - Sensor Activity Monitoring for 10 sensors - Image Sensor Plus - Wireless 2-Way Voice - Weather to the Panel - ensPower Lights - ensPower Thermostats - ensPower Locks - ensPower Energy Package (Lights + Thermostats) - Severe Weather Alerts



A SECURITY PLAN
SCALE: 1/16" = 1'-0"

PROJECT NORTH

Dao!Gurdison design group
825 S. MAIN STREET LAS VEGAS, NEVADA 89101 PHONE: 702-708-7779

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INFINITE WELLNESS INC.
2750 HIGHLAND DR., STE. E
LAS VEGAS, NV 89109
PARCEL # 162-09-202-001

RECEIVED
JUL 23 2014
City of Las Vegas
Dept. of Planning

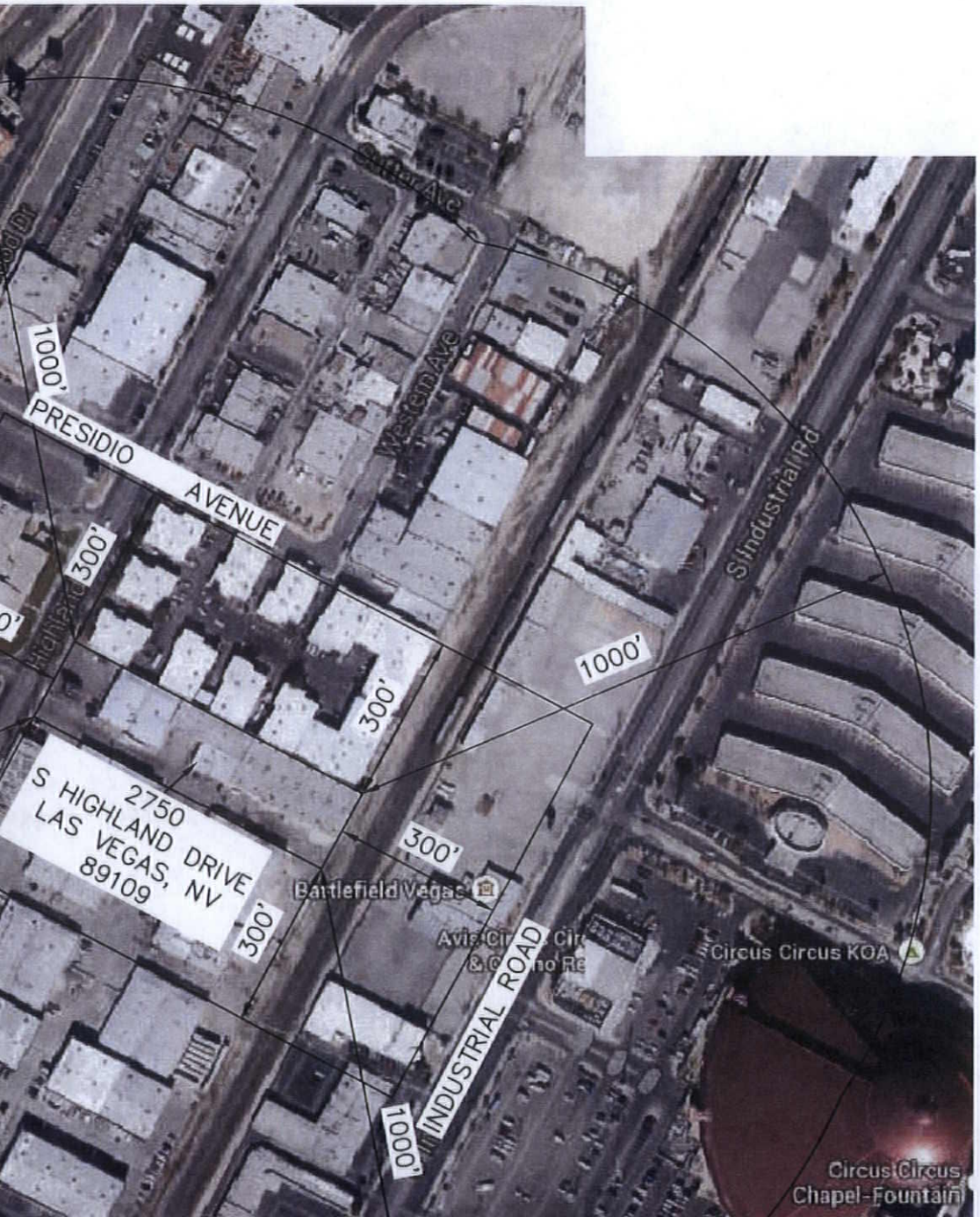
DATE: 07-21-14

SHEET NUMBER: FSECURITY PLAN
A-3

SUP-55313

SEPARATION DISTANCE SURVEY

LAS VEGAS, NEVADA



I, VERLAND K. PIERSON, A PROFESSIONAL LAND SURVEYOR REGISTER
IN THE STATE OF NEVADA, AS AGENT FOR POGGEMEYER DESIGN GROU
INC., CERTIFY THAT:

THIS MAP REPRESENTS THE RESULTS OF A SURVEY CONDUCTED BY M
OR UNDER MY DIRECT SUPERVISION THAT;

NO SCHOOL PROPERTY LINES OR PARCEL LINES ARE LOCATED WITHIN
1000 FEET FROM THE PROPOSED FACILITY PROPERTY LINES;

NO COMMUNITY FACILITIES, INCLUDING CHILD DAY CARE FACILITIES,
PUBLIC PARKS, PUBLIC PLAYGROUNDS, PUBLIC SWIMMING POOLS,
ADOLESCENT AND/OR CHILD RECREATIONAL FACILITIES OR PLACES OF
WORSHIP (CHURCH, SYNAGOGUE, OR PLACE USED FOR RELIGIOUS
WORSHIP OR OTHER RELIGIOUS PURPOSE) PROPERTY LINES OR PARC
LINES ARE LOCATED WITHIN 300 FEET FROM THE PROPOSED FACILITY
PROPERTY LINES.

VERLAND K. PIERSON, PLS

PROFESSIONAL LAND SURVEYOR - STATE OF NEVADA
VERLAND K. PIERSON
Exp: 12-31-15
No. 18176
7-21-14

RECEIVED
SEP 0 2 201

SUP-55316 - APPLICANT: INFINITE WELLNESS, INC. - OWNER: NYP CORPORATION
2750 SOUTH HIGHLAND DRIVE, SUITE E

07/31/14

SUP-55316 - APPLICANT: INFINITE WELLNESS, INC. - OWNER: NYP CORPORATION
2750 SOUTH HIGHLAND DRIVE, SUITE E

07/31/14

SUP-55316 - APPLICANT: INFINITE WELLNESS, INC. - OWNER: NYP CORPORATION
2750 SOUTH HIGHLAND DRIVE, SUITE E

07/31/14

SUP-55316 - APPLICANT: INFINITE WELLNESS, INC. - OWNER: NYP CORPORATION
2750 SOUTH HIGHLAND DRIVE, SUITE E

07/31/14

D!G Design Group

July 23, 2014

City of Las Vegas Department of Planning
333 N. Rancho Dr.
Las Vegas, NV 89106

RE: Medical Marijuana Establishment Permit Application Submittal

To Whom it May Concern,

As the architectural design professional, I have determined that our proposed use of marijuana cultivation and wellness center is more intensive and possibly a more hazardous use. The existing 7,070 S.F. single story warehouse is currently designed for S-1. Our proposed use is F-1 cultivation facilities which is more hazardous. Secondly, the cultivation will require a higher level of security. Subsequently, the building will be designed to comply with IBC 2012 and will include a high level of security.

Infinite Wellness anticipates storing chemicals on site that are within the allowable types and quantities of IBC 2012. All odors produced by the facility will be filtered before exhausted to the outside of this building.

Should you have any questions, please feel free to contact me.

Robert Gurdison
Principal
702-768-7779

SUP-55313

City of Las Vegas Nevada
Department of Planning
333 North Rancho Drive
Las Vegas, Nevada 89106

Re: Justification Letter for MME special use permit submittal requirements

To Whom It May Concern,

Infinite Wellness Inc. would like to request the use of 2750 Highland Dr. Unit E Las Vegas, NV. 89109 as a Medical Marijuana Establishment (Cultivation). Infinite Wellness Inc. requests permission to operate from 7am-11pm Sunday-Sunday. Infinite Wellness Inc. will abide by all City, County, and State regulations regarding the compassionate use of Medical Marijuana. At this time Infinite Wellness Inc. is only applying for the Medical Marijuana Establishment (Cultivation) permit in the City of Las Vegas, Nevada. Infinite Wellness Inc. would like to request a waiver to Bill 2015-02 in regards to multiple uses in a building only being other MME's. Currently the company has several bids from state licensed engineers regarding air quality control/ odor control and has received counseling from Oaksterdam University regarding odor control and ozone emissions. Our company has complete support from the owner of the building in regards to our use. Through our efforts there will be no issues with odor.

Very Truly Yours,

_____

Jonathan William Herda, President
Infinite Wellness, Inc.
2750 Highland Drive, Unit E
Las Vegas, NV 89109

SUP-55313 REVISED
RECEIVED 02.05.15

City of Las Vegas
Office of City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

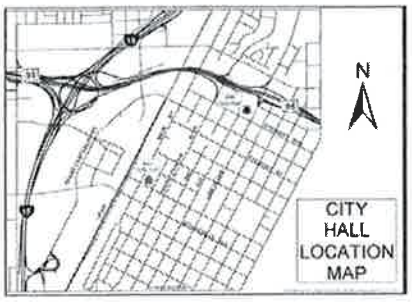
Presort
First Class Mail
ComBasPrice

U.S. POSTAGE PITNEY BOWES
ZIP 89101 $ 000.46⁰
02 1W
0001398173 FEB 12 2015

RECEIVED
CITY CLERK

2015 FEB 23 P 3:40

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
SUP-55313
City Council Meeting of **03/04/2015**

Case: SUP-55313
16209110022
K E N C O INVESTMENTS L L C
2504 SPRINGBROOK DR
LAS VEGAS NV 89134-7584

103 LRDFNMP 89134

City of Las Vegas
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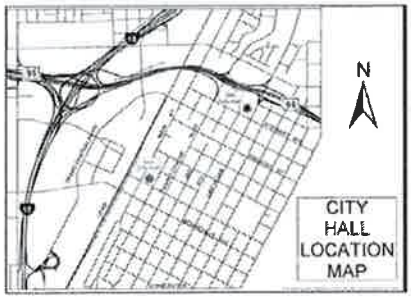

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
SUP-55313
City Council Meeting of **03/04/2015**

Case: SUP-55313
16209102009
GARRETT CAPITAL L L C
3790 PARADISE RD #250
LAS VEGAS NV 89169-4640

55 LRDFNMP 89169

City of Las Vegas
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Las Vegas, Nevada 89101

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☑ I SUPPORT this Request

☐ I OPPOSE this Request

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SUP-55313

City Council Meeting of **03/04/2015**

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2015 FEB 19 A 8:12

Case: SUP-55313

16209202001
N Y P CORPORATION
6120 S TORREY PINES
LAS VEGAS NV 89118-3209

73 LRDFNMP 89118

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2014 OCT 20 P 1:02

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Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-55313

Special City Council Meeting of **October 29, 2014**

2861 S HIGHLAND DRIVE L L C
P O BOX 1305
CAMARILLO CA 93011-1305

APN#16209201003

OCT. 20. 2014 1:24PM FLORAL SUPPLY SYND (805) 389-1048 NO. 059 P. 1

Date 10/20/14 Item 8 Submitted after final agenda

City of Las Vegas
Office Of The City Clerk
495 S. Main St., City Hall
Las Vegas, Nevada 89101

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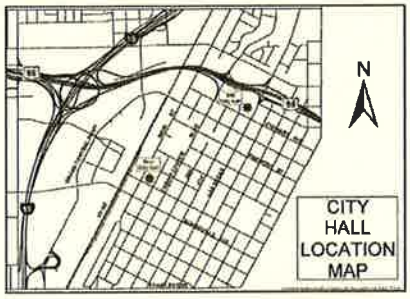

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-55313

Special City Council Meeting of **October 29, 2014**

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L C 111 L L C
P O BOX 81745
LAS VEGAS NV 89180-1745

APN#16209110032

135 HRDFNMP 89180

Submitted after final agenda

Date 10/22/14 Item 8

PAGE 02/02

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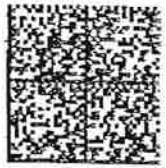

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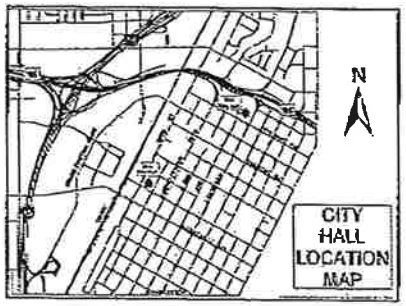

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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SUP-55313

Special City Council Meeting of **October 29, 2014**

KHAZAI SHAHRIAR & ISABELA
P O BOX 25879
LOS ANGELES CA 90025-0879

APN#16209202008

94 HRDFNMP 90025

IMPERIAL DESIGN
3108371715
10/22/2014 14:16

Memorandum

City of Las Vegas
Office of the City Attorney

To: Carolyn Goodman, Mayor

From: Bryan Scott, Assistant City Attorney

CC: Brad Jerbic, City Attorney
Betsy Fretwell, City Manager
Luann D. Holmes, Acting City Clerk

Date: March 3, 2015

Re: Required Abstention--Medical Marijuana Establishments items 44-55 during the March 4, 2015 City Council Meeting.

Mayor Goodman:

You inquired as to whether you should abstain from considering items related to the approval of medical marijuana establishments' special use permits and/or compliance permits at the City Council meeting scheduled for March 4, 2015. You indicated that your son is a principal in an entity that received approval from the City Council on October 29, 2014 for a medical marijuana establishment within the City of Las Vegas, item number 36, SUP-55275 and item number 37, DIR-56427.

NRS 281A.420(3) provides as follows:

> "3. Except as otherwise provided in this section, in addition to the requirements of subsection 1, a public officer *shall not vote upon* or advocate the passage or failure of, but may otherwise participate in the consideration of, *a matter with respect to which the independence of judgment of a reasonable person in the public officer's situation would be materially affected by:*
> (a) The public officer's acceptance of a gift or loan;
> (b) The public officer's significant pecuniary interest; or
> *(c) The public officer's commitment in a private capacity to the interests of another person."*

NRS 281A.065 defines what the term "commitment in a private capacity of others as follows:

> "Commitment in a private capacity" defined. "Commitment in a private capacity," with respect to the interests of another person, means a commitment, interest or relationship of a public officer or employee to a person:
> 1. Who is the spouse or domestic partner of the public officer or employee;
> 2. Who is a member of the household of the public officer or employee;

Submitted after final agenda

Date 3-3-2015 Item 44-55

3. Who is related to the public officer or employee, or to the spouse or domestic partner of the public officer or employee, by blood, adoption, marriage or domestic partnership within the third degree of consanguinity or affinity;

4. Who employs the public officer or employee, the spouse or domestic partner of the public officer or employee or a member of the household of the public officer or employee;

5. With whom the public officer or employee has a substantial and continuing business relationship; or

6. With whom the public officer or employee has any other commitment, interest or relationship that is substantially similar to a commitment, interest or relationship described in subsections 1 to 5, inclusive."

In light of the above referenced statutes, it is the conclusion of the City Attorney's Office that you should disclose the factual circumstances surrounding your potential conflicts on the record and abstain from the discussions and votes on all items requesting land use approval and/or compliance permit approval for any proposed medical marijuana establishments scheduled for hearings during the City Council meeting to be held on March 4, 2015. Your independence of judgment on any item related to proposed medical marijuana establishments is presumed to be compromised on all such matters since your son, as a principal of a group applying for a medical marijuana establishment with the City of Las Vegas, received approval of a medical marijuana establishment, when a very limited number of medical marijuana establishments authorized by the state of Nevada are available in the City of Las Vegas. A person could argue that because your son's group received approval of a medical marijuana establishment in the City of Vegas, that your independence of judgment as to whether any additional competitors or suppliers should be approved is compromised.

If any of the above-referenced items are abeyed, tabled or withdrawn during the City Council meeting, you may vote on the motion to abey, table or withdraw the item as abeyance, withdrawal or tabling motions are not substantive motions. If any of those items come back to the City Council for rehearing, you will again need to disclose your conflicts and abstain from voting.

For your information, because I have issued this opinion you directing you to abstain from voting on items 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54 and 55 the number of votes necessary to pass the items will be reduced by operation law based upon the provisions of NRS 281A.420(5) and NRS 241.0355(2).

NRS 281A.420(5) provides as follows:

"5. Except as otherwise provided in NRS 241.0355, if a public officer declares to the body or committee in which the vote is to be taken that the public officer will abstain from voting because of the requirements of this section, **the necessary quorum to act upon and the number of votes necessary to act upon the matter, as fixed by any statute, ordinance or rule, is reduced as though the member abstaining were not a member of the body or committee."**

NRS 241.0355(2) provides as follows:

> "NRS 241.0355 Majority of all members of public body composed solely of elected officials required to take action by vote; abstention not affirmative vote; reduction of quorum.
>
> 1. A public body that is required to be composed of elected officials only may not take action by vote unless at least a majority of all the members of the public body vote in favor of the action. For purposes of this subsection, a public body may not count an abstention as a vote in favor of an action.
>
> 2. In a county whose population is 45,000 or more, the provisions of subsection 5 of NRS 281A.420 do not apply to a public body that is required to be composed of elected officials only, unless before abstaining from the vote, the member of the public body receives and discloses the opinion of the legal counsel authorized by law to provide legal advice to the public body that the abstention is required pursuant to NRS 281A.420. The opinion of counsel must be in writing and set forth with specificity the factual circumstances and analysis leading to that conclusion."
>
> . . .

Regarding your abstention, the above-referenced statutes reduce the number of persons voting on the items during the city council meeting to six. The number of votes necessary to pass any motion for the remaining council members is four.

If you have any additional questions regarding any of the above, please feel free to contact me at ext. 6629.

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

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-55313

Special Planning Commission Meeting of **9/30/2014**

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SEP 25 2014
City of Las Vegas
Dept. of Planning

Case: SUP-55313

16209110032
L C 111 L L C
P O BOX 81745
LAS VEGAS NV 89180-1745

135 HRDGNMP 89160

Submitted after final agenda

Date 9/25/14 Item 27P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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SEP 29 2014
City of Las Vegas
Dept of Planning

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Case: SUP-55313

16209202011
PLANET PROPERTIES L L C
1647 COLLINGWOOD DR
SAN DIEGO CA 92109

[X] I SUPPORT this Request [ ] I OPPOSE this Request

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SUP-55313
Special Planning Commission Meeting of **9/30/2014**

106 HRDGNMP 92109

Submitted after final agenda

Date 9/29/14 Item 27A

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 2015

DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
DIR-56412 – ABEYANCE ITEM - COMPLIANCE PERMIT - For possible action on a COMPLIANCE PERMIT for a Medical Marijuana Establishment (Cultivation) Infinite Wellness, Inc. dba Infinite Wellness, Inc. at 2750 Highland Drive, Suite E, Ward 1 (Tarkanian)

RECOMMENDATION:
Staff recommends DENIAL.

BACKUP DOCUMENTATION:
Staff Report

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: APRIL 1, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: DIR-56412 – COMPLIANCE PERMIT

RECOMMENDATION:
Staff recommends DENIAL.

SUMMARY:

Infinite Wellness – Cultivation

Under Las Vegas Municipal Code, the Director shall prepare a report on the merits of each complete medical marijuana compliance permit application based on the factors of LVMC 6.95.070 (D). Each application was referred to various departments for evaluation. The review of this application shows that this application for a medical marijuana cultivation facility, as presented, does not show compliance to city code. Based on the information presented, reviewers noted the following concerns.

CONCERNS:

- Applicant has not shown ability to manage a business, and has not demonstrated knowledge of cultivation or the development of marijuana for the compassionate use for the treatment of medical conditions (LVMC 6.95.070).
- The applicant has not provided detailed plans or procedures for the operation of a cultivation facility. Transportation, operational, disposal, and environmental plans do not conform to all code requirements of LVMC 6.95. 110, .120, .130, and .190.
- Accounting and inventory software is unidentified and plan, as presented is inadequate to meet the requirements of LVMC 6.95.110.

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 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.: **54.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 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.: **55.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: APRIL 1, 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