City of Las Vegas

CITY COUNCIL AGENDA

COUNCIL CHAMBERS · 495 S. MAIN STREET · PHONE 229-6011
CITY OF LAS VEGAS INTERNET ADDRESS: www.lasvegasnevada.gov
COUNCIL MEMBERS: CAROLYN G. GOODMAN, MAYOR (At-Large)
COUNCILMAN STEVEN D. ROSS, MAYOR PRO TEM (Ward 6)
LOIS TARKANIAN (Ward 1), RICKI Y. BARLOW (Ward 5), STAVROS S. ANTHONY (Ward 4)
BOB COFFIN (Ward 3), BOB BEERS (Ward 2)

Facilities are provided throughout City Hall for convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 229-6311 and advise of your need at least 48 hours in advance of the meeting. Dial 7-1-1 for Relay Nevada.

May 6, 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 - REVEREND CHARLOTTE FOUST, COMMUNITY SPIRITUAL CENTER

4. PLEDGE OF ALLEGIANCE

5. OATH OF OFFICE ADMINISTERED TO ELECTED OFFICIALS - MAYOR; COUNCILWOMAN, WARD 1; COUNCILMAN, WARD 3; MUNICIPAL COURT JUDGE, DEPARTMENT 1; MUNICIPAL COURT JUDGE DEPARTMENT 4 AND MUNICIPAL COURT JUDGE, DEPARTMENT 6

6. RECOGNITION OF THE GREAT AMERICAN PRIDE AWARD WINNERS

7. RECOGNITION OF CITY OF LAS VEGAS BUSINESSES

8. PRESENTATION OF PLAN SPONSOR OF THE YEAR AWARD

BUSINESS ITEMS

PUBLIC COMMENT

9. 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

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 For Possible Action - Any items that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time

11. For possible action to approve the Final Minutes by reference of the April 1, 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 - CONSENT

12. For possible action to approve the extension of Final Signed Leases with Operators/Tenants, CPV Financing Approval, Close of Escrow, and Building Permits Issued by City performance milestones to July 1, 2015 and Construction Start be extended to August 1, 2015 in Exhibit "B" of the Disposition and Development Agreement between City Parkway V, Inc., and CITRA Symphony, LLC, (formerly CITRA Real Estate Capital, LLC), for Parcel L located at 394 South City Parkway in Symphony Park - Ward 5 (Barlow)

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

13. For possible action to approve a Parking Lease Agreement between the City of Las Vegas and 120 6th Street, LLC, allowing the City of Las Vegas to manage and operate a 40 space parking lot located at 120 South 6th Street - Ward 3 (Coffin)

14. For possible action to approve a Special Event Land Use Licensing Agreement between Maktub Marketing, LLC, and the City of Las Vegas for the Punk Rock Bowling Music Festival on property owned by the City of Las Vegas, bound by Stewart Avenue on the south, the alley between 7th Street and 8th Street on the east, 6th Street on the west, and East Mesquite Avenue on the north - Ward 5 (Barlow)

FINANCE - PURCHASING & CONTRACTS CONSENT

15. For possible action to approve award of Agreement No. 150150-TF, Assessment Services Agreement for Year 6 of the Small Diameter Pipeline Assessment: 15 Year Cycle - Department of Public Works - Award recommended to: BROWN AND CALDWELL ($2,725,076 - Sanitation Enterprise Fund) - All Wards

16. For possible action to approve award of Bid No. 15.45398-TF, Shaumber Road Realignment, located on Schaumber Road between Centennial Parkway and Ann Road and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($3,159,988 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)

17. For possible action to approve award of Bid No. 15.53541.03-TB, Water Pollution Control Facility Reuse Transfer Pumps Station and Capacity Enhancement Project, located at 6005 East Vegas Valley Drive and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: MMC, INC. ($1,259,222 - Sanitation Enterprise Fund) - County

18. For possible action to approve award of Contract No. 150146-SK, Mutual Use Contract for Clark County Water Reclamation District (CCWRD) Bid for Ferric Chloride, an annual Requirements Contract for the Water Pollution Control Facility located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: KEMIRA WATER SOLUTIONS, INC. (Not-to-Exceed $2,500,000 - Sanitation Enterprise Fund) - County

19. For possible action to approve award of Contract No. 150001-SK, National IPA Water Treatment Polymers Annual Requirements Contract for the Water Pollution Control Facility located at 6005 Vegas Valley Drive - Department of Public Works - Award recommended to: BASF CORPORATION ($650,000 - Sanitation Enterprise Fund) - County

20. For possible action to approve award of Agreement No. 150144-JH, Right of Way Services Agreement for Grand Central Industrial Corridor - Martin L. King Boulevard/Industrial Road Connector, Oakey Boulevard to Alta Drive - Department of Operations and Maintenance - Award recommended to: OVERLAND, PACIFIC & CUTLER, INC. ($671,810 - Road and Flood Capital Projects Fund) - Wards 1 and 3 (Tarkanian and Coffin)

21. For possible action to approve award of Agreement No. 150108-JH, Blanket Service Agreement for General and Civil Engineering Services - Department of Operations and Maintenance - Award recommended to: SLATER HANIFAN GROUP (Not-to-Exceed $350,000 - Street Maintenance Special Revenue Fund, Road and Flood Capital Projects Fund and Sanitation Enterprise Fund) - All Wards

22. For possible action to approve award of Contract No. 150114-CB, Contract for Non-Consent Towing Services at no charge to the City of Las Vegas - Department of Economic and Urban Development - Award recommended to: EWING BROS., dba EWING BROS. AUTO BODY - All Wards

23. For possible action to approve award of Modification No. 1 to Contract No. 150045-RH, Capital Improvement Projects Program Management System for the City of Las Vegas - Department of Information Technologies - Award recommended to: THE INFORMATION ARCHITECTURE GROUP, INC. ($70,000 - Sanitation Enterprise Fund)

24. For possible action to approve award of Contract No. 150092-CB, Contract for Accident Investigation Services - Department of Human Resources - Award recommended to: CARL WARREN & COMPANY (Not-to-Exceed $ 125,000 - Liability Insurance and Property Damage Internal Service Fund)

OPERATIONS AND MAINTENANCE - CONSENT

25. For possible action to approve an Affidavit of Intent To Plug A Monitoring Well between the City of Las Vegas and the State Engineer of Nevada, located at 500 North Casino Center Boulevard, commonly known as Fire Station Number 1 - Ward 5 (Barlow)

26. For possible action to authorize staff to negotiate and purchase interest in parcels of land for the American Disability Act Public Right of Way Access Guideline (ADA PROWAG) Path Upgrade Project, on Lake Mead Boulevard between Buffalo Drive and Pueblo Vista Drive ($30,000 - Road and Flood Capital Project Fund [CPF]) - Ward 4 (Anthony)

27. For possible action to approve a nomination in accordance with the Southern Nevada Public Lands Management Act (SNPLMA) for the sale of five acres of a portion of Bureau of Land Management (BLM) land located in the vicinity of North Shaumber Road and West Hammer Lane, APN 126-36-201-003 - Ward 6 (Ross)

PUBLIC WORKS - CONSENT

28. For possible action to approve Amendment No. 4 to the Grant and Cooperative Agreement L08AC14129 between the City of Las Vegas and the Bureau of Land Management (BLM) to extend the contract date to October 19, 2016 for the Las Vegas Springs Preserve Phase II project, funded under the Southern Nevada Public Lands Management Act (SNPLMA) and located at the northeast corner of Alta Drive and Valley View Boulevard - Ward 1 (Tarkanian)

29. For possible action to approve Substructure Installation Agreement No. 15-00008 between the City of Las Vegas and Nevada Power Company, d/b/a NV Energy for the Main Street/Commerce One-Way Couplet - Las Vegas Boulevard to Bonneville Avenue project, this agreement funds phase II substructure installation costs from NV Energy ($55,902 - Road and Flood Capital Project Fund [CPF]) - Ward 3 (Coffin)

30. For possible action to approve Rule 9 Line Extension Agreement No. 26815 between the City of Las Vegas and Nevada Power Company, a Nevada Corporation, d/b/a NV Energy to modify the existing electric system for the City of Las Vegas Electronic Message Sign located at Bettye Wilson Sports Complex located between Lake Mead Boulevard and Tenaya Way ($3,620 - Residential Construction Tax [RCT]) - Ward 4 (Anthony)

RESOLUTIONS - CONSENT

31. R-22-2015 - 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 TRH Development, LLC, (Owner) located at 2673 Western Avenue, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 1 (Tarkanian) [NOTE: This item is related to Redevelopment Agency Item 6 (RA-9-2015)]

32. R-23-2015 - For possible action to approve a Resolution regarding the Reimbursement Agreement between the City of Las Vegas (City) and City Parkway V, Inc., (CPV) a Nevada non-profit corporation, authorizing the execution of the Reimbursement Agreement; and providing for other matters relating thereto regarding the City of Las Vegas Nevada Tourism Improvement District identified as 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 - Ward 5 (Barlow)

33. R-24-2015 - For possible action to approve a Resolution approving the form of a Cooperative Agreement between the City of Las Vegas and the State of Nevada Department of Taxation, and providing repealer and severability clauses for the City of Las Vegas Nevada Tourism Improvement District identified as 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 - Ward 5 (Barlow)

34. R-25-2015 - For possible action to approve a Resolution regarding the Reimbursement to the City of Las Vegas from proceeds of obligations not to exceed $45,000,000 to be issued for the purpose of financing certain costs pertaining to acquiring, constructing, improving or equipping projects ("the Project") located in Symphony Park Tourism Improvement District (TID) and other matters relating thereto, identified as 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 - Ward 5 (Barlow)

35. R-26-2015 - 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 Banger Brewing Las Vegas, LLC, (Tenant) located at 450 Fremont Street, Suite 135 (APN 139-34-513-002) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 7 (RA-10-2015)]

36. R-27-2015 - For possible action to approve a Resolution in support of Nevada Wildfire Awareness Month, May 2015 - All Wards

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

37. Report from Cole Mortensen, Assistant Chief, Project Management, Nevada Department of Transportation, regarding Project NEON which will extend along I-15 from Sahara Avenue to the US-95 and I-15 Interchange - Wards 1, 3 and 5 (Tarkanian, Coffin and Barlow)

COMMUNITY SERVICES - DISCUSSION

38. Discussion for possible action regarding the submittal of the City of Las Vegas 2015-2020 Consolidated Plan to the Department of Housing and Urban Development (HUD) - All Wards

39. Discussion for possible action regarding an estimated allocation of $4,702,136 in FY 2015-2016 and $1,442,102 in carryover Community Development Block Grant (CDBG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

40. Discussion for possible action regarding an estimated allocation of $412,208 in FY 2015-2016 Emergency Solutions Grant (ESG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

41. Discussion for possible action regarding an estimated allocation of $1,093,435 in RDA Set Aside funding for Affordable Housing funds - All Wards

42. Discussion for possible action regarding an estimated allocation of $1,145,739 in FY 2015-2016 Housing Opportunities for Persons with AIDS (HOPWA) grant funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

43. Discussion for possible action regarding the submittal of the City of Las Vegas 2015-2016 Action Plan that secures $9,040,998 in United States Department of Housing and Urban Development (HUD) and State of Nevada funds and $1,717,102 in Carryover Community Development Block Grant and HOPWA funds - All Wards

BOARDS & COMMISSIONS - DISCUSSION

44. For Possible Action - DOWNTOWN DESIGN REVIEW COMMITTEE - Quentin Abramo, Debra Heiser and Mike Nolan, Term Expirations 5-4-2015

45. For Possible Action - BOARD OF APPEALS - Frank Wyatt, Rocky Magee, Mandee Thorn, Brent Wright, Term Expirations 5-16-2015

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

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

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.

47. Bill No. 2015-21 - Levies Assessment for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2016) Proposed by: David N. Bowers, Director of Public Works

48. Bill No. 2015-22 - Levies Assessment for Special Improvement District No. 1516 - Fremont Street Maintenance District FY2016 (Las Vegas Boulevard to 8th Street) Proposed by: David N. Bowers, Director of Public Works

NEW BILLS

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

49. Bill No. 2015-23 - Amends the Unified Development Code to update the definition of the term “secondhand dealer” to be consistent with licensing regulations. Sponsored by: Councilman Bob Coffin

50. Bill No. 2015-24 - Amends the Lone Mountain Master Development Plan and Design Standards to provide clarification regarding the treatment of certain commercial uses, as well as consistency with Title 19. Proposed by: Tom Perrigo, Acting Director of Planning

51. Bill No. 2015-25 - 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

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

52. RQR-57973 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: L'CHAIM WESTERN VILLAGE PROPERTY, LLC - For possible action on a Required Review of an approved Special Use Permit (SUP-33731) FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT at 321 Fremont Street (APN 139-34-610-010), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

53. DIR-58721 - WATER FEATURE EXEMPTION - APPLICANT/OWNER: SIMON CHELSEA LAS VEGAS DEVELOPMENT, LLC - For possible action on a request TO ALLOW THE OPERATION OF FOUR PROPOSED WATER FEATURES TOTALING 684 SQUARE FEET at 777 South Grand Central Parkway (APN 139-33-710-005), PD (Planned Development) Zone, Ward 1 (Tarkanian) [PRJ-58586]. Staff recommends APPROVAL.

SET DATE

54. 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

55. 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

56. 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: MAY 6, 2015

SUBJECT:
CALL TO ORDER

City of Las Vegas

Agenda Item No.: **2.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

SUBJECT:
ANNOUNCEMENT RE: COMPLIANCE WITH OPEN MEETING LAW

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

SUBJECT:
INVOCATION - REVEREND CHARLOTTE FOUST, COMMUNITY SPIRITUAL CENTER

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

SUBJECT:
PLEDGE OF ALLEGIANCE

City of Las Vegas Agenda Item No.: 5.

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

DEPARTMENT: CITY CLERK
DIRECTOR: LUANN D. HOLMES, ACTING

SUBJECT:
OATH OF OFFICE ADMINISTERED TO ELECTED OFFICIALS - MAYOR; COUNCILWOMAN, WARD 1; COUNCILMAN, WARD 3; MUNICIPAL COURT JUDGE, DEPARTMENT 1; MUNICIPAL COURT JUDGE DEPARTMENT 4 AND MUNICIPAL COURT JUDGE, DEPARTMENT 6

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF THE GREAT AMERICAN PRIDE AWARD WINNERS

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2015

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
RECOGNITION OF CITY OF LAS VEGAS BUSINESSES

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

DEPARTMENT: OFFICE OF COMMUNICATIONS
DIRECTOR: DAVID RIGGLEMAN

SUBJECT:
PRESENTATION OF PLAN SPONSOR OF THE YEAR AWARD

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 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.: **10.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
BUSINESS ITEMS:

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

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 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 April 1, 2015 Regular City Council Meeting

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
ADMINISTRATIVE:

For possible action to approve the extension of Final Signed Leases with Operators/Tenants, CPV Financing Approval, Close of Escrow, and Building Permits Issued by City performance milestones to July 1, 2015 and Construction Start be extended to August 1, 2015 in Exhibit "B" of the Disposition and Development Agreement between City Parkway V, Inc., and CITRA Symphony, LLC, (formerly CITRA Real Estate Capital, LLC), for Parcel L located at 394 South City Parkway in Symphony Park - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
City Council approved the Disposition and Development Agreement (DDA) on November 20, 2013. This agenda item would extend the Final Signed Leases with Operators/Tenants, CPV Financing Approval, Close of Escrow, and Building Permits Issued by City performance milestones in Exhibit "B" CITRA DDA Schedule of Performance to July 1, 2015. It would also extend the Construction Start of Building A to August 1, 2015. This aligns the Schedule of Performance with the approval and issuance process for State and Federal New Market Tax Credits.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2015
DEPARTMENT: CITY MANAGER
ITEM DESCRIPTION: For possible action to approve the extension of Final Signed Leases with Operators/Tenants, CPV Financing Approval, Close of Escrow, and Building Permits Issued by City performance milestones to July 1, 2015 and Construction Start be extended to August 1, 2015 in Exhibit "B" of the Disposition and Development Agreement between City Parkway V, Inc., and CITRA Symphony, LLC (formerly CITRA Real Estate Capital, LLC), for Parcel L located at 394 South City Parkway in Symphony Park - Ward 5 (Barlow)

City Council approved the Disposition and Development Agreement (DDA) on November 20, 2013. . This agenda item would extend the following performance milestones in Exhibit "B" of the Disposition and Development Agreement:

- Final Signed Leases with Operators/Tenants from March 16, 2015 to July 1, 2015
- CPV Financing Approval May 1, 2105 to July 1, 2015
- Close of Escrow from May 15, 2015 to July 1, 2015
- Building Permits Issued by City from June 1, 2015 to July 1, 2015
- Start of Building A from June 15, 2015 to August 1, 2015

This aligns the Schedule of Performance with the approval and issuance process for State and Federal New Market Tax Credits.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:

For possible action to approve a Parking Lease Agreement between the City of Las Vegas and 120 6th Street, LLC, allowing the City of Las Vegas to manage and operate a 40 space parking lot located at 120 South 6th Street - Ward 3 (Coffin)

Fiscal Impact

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

PURPOSE/BACKGROUND:

The City of Las Vegas (Tenant) and 120 6th Street, LLC, (Landlord) are entering into a lease agreement with a term of 3 years, allowing Tenant to operate and manage a 40 space parking lot at 120 South 6th Street. The term of the lease is 3 years and expected revenues to the City of Las Vegas after expenses are $32,000 annually.

RECOMMENDATION:

Approve

BACKUP DOCUMENTATION:

Parking Lease Agreement

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (this "Lease") is made as of the 6th day of May, 2015 (the "Effective Date"), by and between 120 6th Street, LLC, a Nevada limited liability company ("Landlord"), and the CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada ("Tenant"). Landlord and Tenant are individually referred to herein as a "Party" and collectively referred to herein as "Parties".

RECITALS

WHEREAS:

A. Landlord desires to Lease that certain real property commonly known as the Eden Parking Lot, Las Vegas, Nevada , as more particularly identified as Clark County Assessor's Parcel Number 139-34-611-052, (the "Site") for the operation by Tenant of a paid parking lot; and

B. The Site is a paved and striped parking lot with 40 parking spaces and other improvements as set forth on Exhibit A attached hereto and hereby made a part of this Agreement; and

C. Tenant desires to lease the Site from Landlord for the operation by Tenant of a paid parking lot.

ARTICLE 1
BASIC TERMS

Section 1.01 DEFINITIONS.

For purposes of this Lease, the following terms shall have the following meanings:

Commencement Date: The Commencement Date shall be May 15th, 2015.

Complete Closure: The election of Landlord pursuant to Section 2.01(c) below to completely close the Site for any parking such that no parking is available to the public.

Gross Revenues: All revenues actually received by Tenant from the operation of the Premises, including, without limitation, parking meter fees, monthly parking fees, special event parking fees, and parking citation revenues and subject to increase pursuant to Section 5.01 below.

Laws: All applicable statutes, regulations, requirements, ordinances and orders promulgated by any federal, state, local or regional governmental authority whether prior to or following the Execution Date.

Landlord's Addresses: PO Box 7516, Las Vegas, Nevada 89125.

Lease Interest Rate: The lesser of (i) two percentage points (2%) over that fluctuating rate of interest announced from time to time by the Bank of America National Trust and Savings Association as its prime or reference commercial lending rate of interest (or in the event such bank is no longer announcing such rate, by such other federally regulated banking institution of comparable stature as Landlord shall determine) or (ii) the maximum interest rate permitted by law.

Lease Term: Three (3) years beginning on the Commencement Date and continuing for three (3) years and expiring on May 14, 2018.

Make Good Payment(s): As defined in Section 2.01(f).

Monthly Adjustment: A per diem amount of $49.32 in effect from time to time pursuant to Section 2.01(d) below.

Monthly Threshold: The amount of $1,500.00 as such may be reduced by any Monthly Adjustment in effect pursuant to Section 2.01(d) below.

Partial Closure: The election of Landlord pursuant to Section 2.01(c) below to close a portion of the parking on the Site provided that a least one (1) parking space is available for public use on the Site.

Percentage Rent: A monthly amount equal to eighty-five percent (85%) of Tenant's total monthly Gross Revenues in excess of the Monthly Threshold. Landlord agrees that until Tenant has received the Monthly Threshold, no monthly Percentage Rent will be payable to Landlord.

Premises Address: 120 South 6th Street, Las Vegas, Nevada, 89101.

Permitted Uses: As defined in Section 5.01 below.

Premises: The Site and any improvements constructed thereon by Landlord.

Tenant's Address: 495 South Main Street, 6th Floor, Las Vegas, Nevada 89101.

Section 1.02 RENT.

(a) Percentage Rent. Tenant shall pay to Landlord rent for the Premises a monthly amount equal to eighty-five percent (85%) of Tenant's monthly total Gross Revenues in excess of the Monthly Threshold. Landlord agrees that until Tenant has received the Monthly Threshold, no Percentage Rent will be payable to Landlord. Attached hereto as Exhibit C is a hypothetical schedule of the calculation of Percentage Rent and Make Good Payments for a hypothetical month. The Parties agree that Exhibit C is for the sole purpose of illustrating the amount of Percentage Rent due to Landlord and the Make Good Payments due to Tenant based on hypothetical assumptions as to Gross Revenues and Complete Closures and further agree that Exhibit C has no other force and effect.

(b) Payment Date. All payments of Percentage Rent shall be made no later than one month and one day immediately following the month for which Percentage Rent is being paid. Any payments that are more than five (5) business days late shall bear interest at the Lease Interest Rate.

(c) Statements. Percentage Rent shall be paid monthly as set forth in this Section 1.02(c). Tenant shall provide to Landlord along with the payment of Percentage Rent a statement setting forth the Percentage Rent then due to Landlord. Such statement shall include (i) any adjustment to the Monthly Threshold as a result of any Monthly Adjustment in effect for such month and (ii) the amount of any Make Good Payments then due to Tenant pursuant to Section 2.01(f) below and any Make Good Payments deducted by Tenant from Percentage Rent then due. Along with such statement, Tenant shall include its check for such Percentage Rent then due from Tenant to Landlord. If a Make Good Payment is due from Landlord, such payment will be due to Tenant within five (5) calendar days. In the alternative, Tenant shall have the right to deduct any Make Good Payment due to Tenant from any Percentage Rent due to Landlord. No later than sixty (60) days after the end of each twelve (12) calendar month period of the Lease Term, Tenant shall submit to Landlord a statement setting forth the Gross Revenues for the operation of the Premises during such twelve (12) month calendar period which

statement shall include a statement of (i) the amount of Percentage Rent paid to Landlord during such period, (ii) the amount of any overpayment by Tenant during such period or (ii) the amount of any underpayment by Tenant during such period. In the event that Tenant has underpaid the Percentage Rent to Landlord, such annual statement shall be accompanied by Tenant's check in the amount of the underpayment of Percentage Rent. In the event Tenant has overpaid the amount of Percentage Rent, then Tenant shall have the right to deduct from the any amounts of Percentage Rent as they next come due the amount of such overpayment until Tenant has received the full amount of such overpayment. Landlord agrees that the monthly and annual statements of Percentage Rent will be prepared internally by Tenant and shall not be audited or reviewed by an outside accounting firm. In the event Landlord desires to have such statements audited, then (i) all such audit costs and expenses will be borne by Landlord, (ii) Tenant will reasonably cooperate in such audit and (iii) Landlord shall have no audit rights for any calendar year two years after such calendar year has expired.

ARTICLE 2
LEASE TERM

Section 2.01 LEASE OF PROPERTY FOR LEASE TERM.

(a) Extension Rights. Landlord hereby leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Lease Term. The Parties may extend the Lease Term for two (2) one (1) year periods each upon their mutual agreement but at their respective sole discretion. In the event that the parties agree to extend the Term, the parties shall execute a written amendment to this Lease.

(b) Landlord's Early Termination Right. Landlord shall have the right to terminate this Lease prior to the expiration of the Lease Term upon ninety (90) days prior written notice in the event Landlord has obtained a building permit for the development of the Premises into an alternative use and is prepared to commence development of the Premises. Landlord acknowledges that this Lease in itself does not in any way constitute any obligation or commitment of Tenant to cooperate with Landlord in obtaining any entitlements, approvals or permits for any development of the Premises and any such entitlements, approvals or permits must be obtained through the normal development processes of the City of Las Vegas, Nevada.

(c) Landlord's Right to Complete and/or Partial Closure of the Premises. Tenant agrees that Landlord shall have the right to enact a Complete Closure or Partial Closure of the Premises at Landlords discretion upon ten (10) days written notice to Tenant. Upon a Complete or Partial Closure, Landlord shall have the right to use the closed portion of the Premises for any reason that Landlord determines, including, without limitation, for Landlord's own use, the use by third parties and in connection with special events. In connection with any Complete Closure or Partial Closure, Landlord shall have the right to manage that portion of the closed Premises.

(d) Complete Closure and Adjustment of Monthly Threshold. In the event of a Complete Closure, Tenant agrees that the Monthly Threshold shall be reduced on a per diem basis in the amount of $49.32 per day ("Monthly Adjustment") during each month during in which there is a Complete Closure. Landlord agrees that during a Complete Closure, Tenant shall have no obligation whatsoever to provide any management or other services to the Premises.

(e) Partial Closure. In the event of a Partial Closure, the Parties agree that (i) there shall be no reduction in the Monthly Threshold and (ii) Tenant shall continue to manage only that portion of the Premises that remains open during the period of Partial Closure and (iii) Landlord shall manage that portion of the Premises within the closed area of the Premises.

(f) Make Good Payment. In the event during any three (3) calendar month period of the Lease Term the Gross Revenues are less than the sum of the Monthly Threshold for the 3 months combined for any reason whatsoever, including, without limitation, a result of Partial Closure, Complete Closure and/or the impact on Gross Revenues resulting from the parking fees set by Landlord pursuant to Section 5.01 below, then Landlord agrees to pay to Tenant a sum equal to the Monthly Revenue Threshold minus the amount of Gross Revenues for such three month period (the "Make Good Payment"). Landlord shall pay to Tenant any Make Good Payment due to Tenant within five (5) days of written notice from Tenant to Landlord. Landlord agrees that in the alternative Tenant shall have the right to deduct any Make Good Payment due to Tenant from any Percentage Rent due to Landlord as such Percentage Rent next comes due.

Section 2.02 DELIVERY OF POSSESSION.

Landlord will deliver to Tenant possession of the Premises on the Effective Date.

Section 2.03 HOLDING OVER.

Tenant shall vacate the Premises upon the expiration or earlier termination of this Lease. If Tenant does not vacate the Premises upon the expiration or earlier termination of this Lease, Tenant's occupancy of the Premises shall be a tenancy at sufferance, subject to all of the terms of this Lease applicable to a tenancy at sufferance. Nothing contained in this Section 2.03 shall be construed as consent by Landlord to any holding over of the Premises by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord upon the expiration or earlier termination of this Lease.

ARTICLE 3
TENANT IMPROVEMENTS

SECTION 3.01 TENANT IMPROVEMENTS.

Tenant and Landlord agree that Tenant shall install on the Premises two (2) parking meters and parking signage at Tenant's sole cost and expense. Tenant shall have no other obligation to install any improvements on the Premises. All meters and signage shall belong to Tenant and Tenant may remove such meters and signage at the expiration or other termination of this Lease.

ARTICLE 4
OPERATING COSTS

Section 4.01 OPERATING COSTS.

(a) Tenant agrees that Tenant shall be responsible at its sole cost and expense for all ordinary maintenance required to the Premises such as striping, sweeping, trash pickup and maintaining the parking meters and signage installed by Tenant. Tenant shall have no other maintenance or operating cost obligations related to the Premises. Tenant shall not be obligated to make any repairs to the Premises, including, without limitation, any asphalt repair or patching or repairs to the lighting systems at the Premises.

(b) Landlord shall be responsible for all other costs and expenses related to the ownership and operation of the Premises, including, without limitation, (i) all required expenditures of a capital nature, (ii) lighting installation, repair and maintenance, (iii) all utilities provided to the Premises, including, without limitation, power and water, (iv) real estate taxes and assessments and (v) asphalt repair, patching and repaving.

Section 4.02 INTEREST ON PAST DUE OBLIGATIONS.

Any amount owed by Party which is not paid when due shall bear interest at the Lease Interest Rate. The payment of interest on such amounts shall not excuse or cure any default by a Party under this Lease.

ARTICLE 5
USE OF PROPERTY

Section 5.01 PERMITTED USES AND PARKING CHARGES.

Landlord and Tenant acknowledge that Tenant will be operating the Premises solely as a surface parking lot for paid usage. With the exception of those parking fees and charges established in the Las Vegas Municipal Code, all parking charges and fees shall be set by Landlord (or set by Tenant subject to Landlord's written approval). Landlord shall have the right to permit free or discounted parking on the Premises. Landlord shall provide advance notice in writing to Tenant of such free and discounted parking within a reasonable time period, which shall be not less than five (5) business days.

Section 5.02 MANNER OF USE

Tenant shall not cause or permit the Premises to be used in any way (i) which constitutes (or would constitute) a violation of any Laws, occupancy certificate, the requirements of any board of fire underwriters or similar body, as any of the same now or in the future may exist, or (ii) which annoys or interferes with the rights of persons operating or residing areas within the vicinity of the Premises, or (iii) which constitutes a nuisance or waste. Tenant, at its sole cost and expense, shall comply with all Laws now in force or which may hereafter be in force regulating the use, occupancy or alterations by Tenant of the Premises.

Section 5.02 LANDLORD'S ACCESS.

Landlord or its agents, employees or contractors may enter the Premises (including any portions of the Premises that have been subleased to subtenants) after twenty-four (24) hours prior written notice to Tenant (except, in the case of emergency no such notice will be required) to examine the Premises, to show the Premises to potential buyers, investors, or other parties or for any other purpose Landlord reasonably deems necessary. In exercising the rights reserved in this Section, Landlord shall use reasonable efforts to minimize disruption of Tenant's business.

ARTICLE 6
CONDITION OF PROPERTY

Section 6.01 ALTERATIONS, ADDITIONS, AND IMPROVEMENTS. Except as provided in this Lease, Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent.

Section 6.02 CONDITION UPON TERMINATION.

Upon the termination of this Lease, Tenant shall surrender the Premises to Landlord, broom clean and in the same condition as received except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under any provision of this Lease.

ARTICLE 7
TENANT LIABILITY

Except for any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, attorneys' fees) that are caused by or result from the gross negligence or deliberate wrongful act or wrongful omission of Tenant or Tenant's agents or employees (collectively, "Claims"), Landlord hereby agrees (i) that it will neither hold nor attempt to hold Tenant or its respective agents liable for any and all Claims incurred in connection with or arising from the use of the Premises by Tenant and (ii) that it hereby releases Tenant from any and all claims and causes of action of Landlord in connection with any Claims. Tenant advises that it is not required to provide insurance for its use of the Premises, and that Tenant is self-insured, subject to limitations under Chapter 41 of the Nevada Revised Statutes. Prior to the Commencement Date, Tenant shall provide to Landlord documentation establishing its self insured status.

ARTICLE 8
CONDEMNATION

Section 8.01 CONDEMNATION.

If the whole or substantially the whole of the Premises shall be taken for any public or quasi-public use, by right of eminent domain or otherwise or shall be sold in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Premises is taken by the condemning authority. If less than the whole or substantially the whole of the Premises is thus taken or sold, Landlord (whether or not the Premises are affected thereby) may terminate this Lease by giving written notice thereof to Tenant; in which event this Lease shall terminate as of the date when physical possession of such portion of the Premises is taken by the condemning authority. All amounts awarded upon a taking of any part or all of the Premises shall be paid to Landlord.

ARTICLE 9
ASSIGNMENT AND SUBLETTING

Section 9.01 LANDLORD'S CONSENT REQUIRED.

No portion of the Premises or of Tenant's interest in this Lease may be acquired by any other person or entity, whether by assignment, mortgage, sublease, license, transfer, operation of law, or act of Tenant, without Landlord's prior written consent.

Section 9.02 NO RELEASE OF TENANT.

No transfer consented to by Landlord, including, without limitation, any approved sublease, shall release Tenant or change Tenant's primary liability to pay the rent and to perform all other obligations of Tenant under this Lease. Upon the occurrence of any default under this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting any remedies against any subtenant or assignee. Upon termination of this Lease, any permitted subtenant shall, at Landlord's option, attorn to Landlord and shall pay all Rent directly to Landlord. Landlord's acceptance of Rent from any other person shall not constitute a waiver of any provision of this Article Nine. Consent to one transfer shall not constitute a consent to any subsequent transfer. Landlord may consent to subsequent assignments or modifications of this Lease by Tenant's transferee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenant of its liability under this Lease.

ARTICLE 10
DEFAULTS; REMEDIES

Section 10.01 COVENANTS AND CONDITIONS.

Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Premises is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions of the Parties.

Section 10.02 DEFAULTS.

(a) Landlord and Tenant agree that Tenant shall be in material default under this Lease:

(i) If Tenant abandons, vacates or fails to operate the Premises for thirty (30) consecutive days;

(ii) If Tenant fails to pay any rent required to be paid by Tenant, as and when due and such failure continues for ten (10) days after written notice by Landlord;

(iii) If Tenant fails to perform any of Tenant's nonmonetary obligations under this Lease after thirty (30) days written notice from Landlord; or

(iv) (A) If Tenant makes a general assignment or general arrangement for the benefit of creditors; (B) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (C) if a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (D) if substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this Section (iv) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the difference between the rent (or any other consideration) paid in connection with such assignment or sublease and the rent payable by Tenant hereunder.

(b) Landlord and Tenant agree that Landlord shall be in material default of the Lease

(i) If Landlord fails to pay any amounts required to be paid by Landlord, as and when due and such failure continues for ten (10) days after written notice by Tenant;

(ii) If Landlord fails to perform any of Landlord's nonmonetary obligations under this Lease after thirty (30) days written notice from Tenant; or

(iii) (A) If Landlord makes a general assignment or general arrangement for the benefit of creditors; (B) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Landlord and is not dismissed within thirty (30) days; (C) if a trustee or receiver is appointed to take possession of substantially all of Landlord's assets located at the Premises or of Landlord's interest in this Lease and possession is not restored to Landlord within thirty (30) days; or (D) if substantially all of Landlord's assets located at the Premises or of Landlord's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days.

If a court of competent jurisdiction determines that any of the acts described in this Section (iv) is not a default under this Lease, and a trustee is appointed to take possession (or if Landlord remains a debtor in possession) and such trustee or Landlord transfers Landlord's interest hereunder, then Landlord shall receive, as Additional Rent, the difference between the rent (or any other consideration) paid in connection with such assignment or sublease and the rent payable by Landlord hereunder.

Section 10.03 REMEDIES.

(a) On the occurrence of any default by Tenant, Landlord may, at any time thereafter, with or without notice or demand, as its sole and exclusive remedies:

(i) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord, or, if permitted by applicable Law, Landlord shall have the right to effect a lock out of Tenant from the Premises, in which event Tenant hereby releases Landlord from any and all damages including but not limited to damages related to interruption of Tenant's business. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default, including without limitation (i) the full amount of any rent which had been earned at the time of the termination and Tenant shall be fully discharged from any additional obligations under this Lease; and (ii) any costs or expenses incurred by Landlord in recovering possession of the Premises; and

(ii) In addition Landlord shall have the right (at Landlord's sole discretion) to perform any obligations hereunder required to be performed by Tenant for which Tenant is in default, including, without limitation, the payment of any sums that Tenant is obligated to pay hereunder and the performance of maintenance and repair that Tenant is obligated to perform hereunder. Landlord shall have the right upon ten (10) days prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises and perform such maintenance or repair on behalf of Tenant. Tenant agrees to reimburse Landlord immediately upon demand for any costs and expenses incurred by Landlord in connection with the performance by Landlord of Tenant's obligations under this Lease.

(b) On the occurrence of any default by Landlord, Tenant may, at any time thereafter, with or without notice or demand, as its sole and exclusive remedies:

(i) Terminate this Lease upon written notice to Landlord, in which case Tenant shall pay to the amount of rent due at the time of such termination of the Lease and Tenant shall be fully discharged from any additional obligations under this Lease. In such event, Tenant shall be entitled to recover from Landlord all damages incurred by Tenant by reason of Landlord's default, including, without limitation, the full amount of any Make Good Payments due to Tenant prior to the date of termination; and

(ii) In addition Tenant shall have the right (at Tenant's sole discretion) to perform any obligations hereunder required to be performed by Landlord for which Landlord is in default, including, without limitation, the performance of maintenance and repair that Landlord is obligated to perform hereunder. Tenant shall have the right upon ten (10) days prior notice to Landlord (except that no notice shall be required in the case of an emergency) to perform such maintenance or repair on behalf of Landlord. Landlord agrees to reimburse Tenant immediately upon demand for any costs and expenses incurred by Tenant in connection with the performance by Tenant of Landlord's obligations under this Lease.

ARTICLE 11

MISCELLANEOUS PROVISIONS

Section 11.01 NON-DISCRIMINATION.

Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Premises or any portion thereof.

Section 11.02 SEVERABILITY.

A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

Section 11.03 INTERPRETATION.

The captions of the Articles and Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises with Tenant's expressed or implied permission.

Section 11.04 INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS.

This Lease is the only agreement between the parties pertaining to the lease of the Premises and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all parties. Any other attempted amendment shall be void.

Section 11.05 NOTICES.

All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to Tenant's Address specified in Section 1.01above, except that upon Tenant's taking possession of the Premises, the Premises shall be Tenant's address for notice purposes. Notices to Landlord shall be delivered to Landlord's Mailing Address specified in Section 1.01above. Notices deposited in the mail in the manner hereinabove described shall be effective from and after the expiration of three (3) calendar days after it is so deposited. All other notices shall be effective upon delivery or attempted delivery in accordance with this Section 11.05. Either party may change its notice address upon written notice to the other party.

Section 11.06 WAIVERS.

All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord, and Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

Section 11.07 NO RECORDATION.

Tenant shall not record this Lease without prior written consent from Landlord. However, either Landlord or Tenant may require that a "short form" memorandum of this Lease executed by both parties be recorded; provided that, in such event, Tenant hereby covenants and agrees that, upon the expiration or earlier termination of the Lease Term, Tenant will execute and deliver a quitclaim deed to Landlord in form reasonably satisfactory to Landlord, in favor of Landlord, or Landlord's successor in interest releasing and conveying any and all right, title, or interest of Tenant in the Premises.

Section 11.08 BINDING EFFECT; CHOICE OF LAW.

This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State of Nevada.

Section 11.09 JOINT AND SEVERAL LIABILITY.

All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

Section 11.10 FORCE MAJEURE.

Except as otherwise expressly provided in this Lease to the contrary, each party shall be excused from its duty to perform any covenant or obligation under this Lease, except an obligation to pay any sums of money, in the event but only so long as the performance of any such covenant or obligation is prevented, delayed, retarded or hindered by any of the following: shortages of labor or materials, act of God, fire, earthquake, floods, explosion, action of the elements, war, invasion, terrorism, insurrection, riot, mob violence, sabotage, strikes, lockouts, action of labor unions, condemnation, government moratorium, requisition, or orders of military or naval authorities (other than the lack or inability to procure funds to fulfill its covenants and obligations provided in this Lease).

Section 11.11 EXECUTION OF LEASE.

This Lease may be executed in counterparts, and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. The delivery of this Lease by Landlord to Tenant shall not be deemed to be an offer and shall not be binding upon either party until executed and delivered by both parties.

Section 11.12 BROKERS AND LEASING AGENTS.

Landlord represents and warrants to Tenant, and Tenant represents and warrants to Landlord, that no broker, leasing agent or finder has been engaged by it in connection with any of the transactions contemplated by this Lease, or to its knowledge is in any way connected with any of such transactions. In the event of any claims for brokers' or finders' fees or commissions in connection with the negotiation, execution or consummation of this Lease, Tenant shall indemnify, save harmless and defend Landlord from and against such claims if they shall be based upon any statement or representation or agreement made by Tenant, and Landlord shall indemnify, save harmless and defend Tenant if such claims shall be based upon any statement, representation or agreement made by Landlord.

Section 11.13 CONFLICTS OF INTEREST; DISCLOSURE OF PRINCIPALS.

(a) Each Party represents that it is unaware of any financial or economic interest of any public officer or employee of Tenant relating to this Lease. Notwithstanding any other provision of this Amendment, if such interest becomes known, Tenant may immediately terminate this Lease for default or convenience, based on the culpability of the parties.

(b) Landlord is required to make full disclosure to Tenant of its principals, officers, major stockholders, major partners, joint venture partners, and key managerial employees, and all other material information concerning Landlord. Any significant change in the principals, associates, partners, joint venturers, development manager, and directly-involved managerial employees of Landlord is subject to the approval of Tenant which shall not be withheld or delayed in the commercially reasonable opinion of Tenant. Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Landlord warrants that it has disclosed, on the form attached hereto as Exhibit "B", all principals, including, partners or members of Landlords well as all persons and entities holding more than 1% interest in Landlord or any principal, partner or member of the same. Throughout the Lease Term, Landlord shall provide written notification of any material change in the above disclosure within 15 days of any such change.

Section 11.14 WAIVER OF JURY TRIAL.

To the extent such waiver is permitted by law, the parties hereto waive trial by jury in any action or proceeding brought in connection with this Lease.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease in the State of Nevada as of the Execution Date and have initialed or executed all Riders which are attached to or incorporated by reference in this Lease.

TENANT:

CITY OF LAS VEGAS NEVADA, a political subdivision of the State of Nevada

By: _____
Carolyn G. Goodman
Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC
Acting City Clerk

APPROVED AS TO FORM:

Michael C. Mack Esq.
4-20-15

LANDLORD:

120 6TH STREET, LLC, a Nevada limited liability company

By: DTP Mgmt, LLC ,
a Nevada limited liability company, its Manager,

By: _____
Michael Downs, EVP

EXHIBIT A
Site Plan

6TH STREET (BETWEEN CARSON & FREMONT) PARKING LOT STRIPING & LIGHTING PLAN

EXHIBIT B
Disclosure of Principals

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity
Name 120 6th Street, LLC
Address PO Box 7516
Las Vegas, NV 89125
Telephone 702-943-4320
EIN or DUNS 46-1152002

Block 2 Description
City of Las Vegas Lease Agreement for 120 6th Street, LLC

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.	Anthony Hsieh, Sole Member	3540 W Sahara Ave E6 #351, Las Vegas, NV 89102	702-943-7810
2.	DTP RE, LLC, Member	3540 W Sahara Ave E6 #351, Las Vegas, NV 89102	702-359-9979
3.	DTP Mgmt, LLC, Member	3540 W Sahara Ave E6 #351, Las Vegas, NV 89102	702-359-9979
4.	Downtown Las Vegas Management, LLC, Manager	261 Las Vegas Blvd, N, Suite 110, Las Vegas, NV 89101	702-953-4320
5.	Resort Gaming Group, LLC, Manager	261 Las Vegas Blvd, N, Suite 110, Las Vegas, NV 89101	702-953-4320
6.	Andrew B Donner, Manager	261 Las Vegas Blvd, N, Suite 110, Las Vegas, NV 89101	702-953-4320
7.	Michael Downs, EVP	3540 W Sahara Ave E6 #351, Las Vegas, NV 89102	702-339-5611

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: ___0_.

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document:

_____

Date of Attached Document: _____ Number of Pages: _____

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

By DTP Mgmt, LLC, its Manager, EVP

Name _____

Date 4-16-15

Subscribed and sworn to before me this 16th day of April, 2015

_____
Notary Public

ANDREA HARWARD
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 10-25-15
Certificate No: 11-6079-1

EXHIBIT C
Hypothetical Calculation of Percentage Rent and Make Good Payment

Eden Lot
Rent Reconciliation

	May	June	July	August	September	October	November	December	January	February	March	April	Annual Total	Reconciliation
Revenue Summary														
Meter	$ 168.50	$ 1,000.00	$ 750.00	$ 250.00	$ 750.00	$ 1,000.00	$ 1,000.00	$ 1,500.00	$ 1,500.00	$ 2,000.00	$ 250.00	$ 250.00	$ 10,418.50	$ 10,418.50
Pay by Phone	$ -	$42.00	$100.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 1,000.00	$ 500.00	$ 8,642.00	$ 8,642.00
Event	$ -	$ -	$ -	$ 20.00	$ 20.00	$ 20.00	$ 20.00	$ 20.00	$ 20.00	$ 20.00	$ 20.00	$ 20.00	$ 180.00	$ 180.00
Citation	$ -	$ 220.00	$ 640.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 1,000.00	$ 500.00	$ 5,860.00	$ 5,860.00
Monthly	$ -	$ -	$ -	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 100.00	$ 900.00	$ 900.00
Total Revenues	$ 168.50	$ 1,262.00	$ 1,490.00	$ 1,870.00	$ 2,370.00	$ 2,620.00	$ 2,620.00	$ 3,120.00	$ 3,120.00	$ 3,620.00	$ 2,370.00	$ 1,370.00	$ 26,000.50	$ 26,000.50
Rent Summary														
Beginning Monthly Threshold	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 18,000.00
Complete Closures	23	0	0	5	0	0	0	0	3	0	0	0	31	31
Adjustment Amount	$ 49.32	$ 49.32	$ 49.32	$ 49.32	$ 49.32	$ 49.32	$ 49.32	$ 49.32	$ 49.32	$ 49.32	$ 49.32	$ 49.32	$ 49.32	$ 54.79
Adjustments	$ 1,134.25	$ -	$ -	$ 246.58	$ -	$ -	$ -	$ -	$ 147.95	$ -	$ -	$ -	$ 1,528.77	$ 1,528.77
Monthly Threshold Less Adjustment(s)	$ 365.75	$ 1,500.00	$ 1,500.00	$ 1,253.42	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 1,352.05	$ 1,500.00	$ 1,500.00	$ 1,500.00	$ 16,471.23	$ 16,471.23
Revenue Less Monthly Threshold	$ (197.25)	$ (238.00)	$ (10.00)	$ 616.58	$ 870.00	$ 1,120.00	$ 1,120.00	$ 1,620.00	$ 1,767.95	$ 2,120.00	$ 870.00	$ (130.00)	$ 9,529.27	$ 9,529.27
Percentage Rent Due to Landlord	$ -	$ -	$ -	$ 524.09	$ 739.50	$ 952.00	$ 952.00	$ 1,377.00	$ 1,502.75	$ 1,802.00	$ 739.50	$ -	$ 8,588.84	$ 8,099.88
Make Good Payment Due to Tenant	$ (197.25)	$ (238.00)	$ (10.00)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (130.00)	$ (575.25)	

Annual Reconciliation		
	Actual	**Reconciled**
Adjusted Revenue Threshold	$16,471.23	$ 16,471.23
Revenues Less Threshold	$ 9,529.27	$ 9,529.27
Rent Paid to Landlord	$ 8,588.84	$ 8,099.88
Over(Underpaid) Rent		$ 488.97
Make Good Payments		$ (575.25)
Total due to (from) LL		$ 86.29

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:

For possible action to approve a Special Event Land Use Licensing Agreement between Maktub Marketing, LLC, and the City of Las Vegas for the Punk Rock Bowling Music Festival on property owned by the City of Las Vegas, bound by Stewart Avenue on the south, the alley between 7th Street and 8th Street on the east, 6th Street on the west, and East Mesquite Avenue on the north - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:

Maktub Marketing, LLC, (the "Maktub") has requested the use of the property owned by the City of Las Vegas, (APNs 139-34-512-019 through -025, 139-34-512-034 through -036, 139-345-010-019, 139-34-512-052 and -053, 139-34-512-099 and -100, 139-34-512-055 and -056) for the Punk Rock Bowling Music Festival. This Special Event Land Use Licensing Agreement allows the use of the site by Maktub for six (6) days to set-up, hold the event and tear down. Staff recommends support of the land use for Punk Rock Bowling Music Festival to promote downtown Las Vegas and all that it has to offer.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Special Event Land Use License Agreement

SPECIAL EVENT LAND USE

LICENSING AGREEMENT

Punk Rock Bowling

May 21- May 26, 2015

THIS SPECIAL EVENT LAND USE LICENSING AGREEMENT (this "Agreement") is entered into as of the ____day of_____, 2015, by the City of Las Vegas ("Licensor"), a municipal corporation of the state of Nevada and Maktub Marketing, LLC, ("Licensee"), a Nevada limited liability company.

RECITALS

A. This Agreement licenses the use of the Site (hereinafter defined) for six (6) days in connection with that music festival event commonly known as "Punk Rock Bowling (the "Event"). The Event is sponsored and promoted by the Licensee, who will submit a special event permit application to the City of Las Vegas Planning Department for review and approval prior to the Event. In the event of any conflict between such application and this Agreement, this Agreement shall prevail.

B. The Event is proposed to be held on real property owned by the Licensor, which is identified by Clark County Assessor Parcel Numbers 139-34-512-019 through -025, 139-34-512-034 through -036, 139-345-010-019, 139-34-512-052 and -053, 139-34-512-099 and -100, 139-34-512-055 and -056, further identified in Exhibit A (the "Site").

C. This Agreement sets forth the obligations of Licensee concerning the use of the Site, and other property licensed or used for parking, approaches or sidewalks (collectively the "Premises") in connection with the Event.

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

1. Grant of License. Licensor does hereby license to Licensee, and Licensee does hereby license from the Licensor, the Site, on the specific dates indicated, herein, for the purpose of holding the Event, and for no other purpose, subject to the terms and conditions of this Agreement and the application submitted by the Licensee and approved by the Licensor. Full property access may be restricted by existing structures, with Licensor having final discretion on any such restrictions. The Event, including the time needed for preparation and restoration of the Site before and after the Event, is authorized for 12:01 AM, May 21, 2015 through 11:59 PM, May 26, 2015 (the "License Term").

The Licensor will use the Site in compliance with the Site Map attached hereto as Exhibit "A" and incorporated herein as a part of this Agreement. Any modifications to Site Map will require prior City written approval.

2. Fee. Licensee agrees to pay to Licensor a fee of $9,160.00 for the use of the Site which fee shall be paid to Licensor within five (5) business days after approval of this Agreement by the Las Vegas City Council or prior to entry on to the Site, whichever comes first.

3. Performance Bond.

(a) Licensee shall deposit with the Licensor within five (5) business days after approval of this Agreement by the Las Vegas City Council or prior to entry on to the Site, whichever comes first, the sum of Twenty-five Thousand Dollars ($25,000) as a Security Deposit ("Security Deposit") to secure the performance of Licensee's obligations under this Agreement. Fifteen Thousand Dollars ($15,000) of the Security Deposit will be refunded within thirty (30) days after the expiration of the License Term and upon inspection of the Site to ensure that the Site is reasonably restored to its original condition and there are no other outstanding monetary obligations or other obligations of Licensee to Licensor. The balance of the Security Deposit will be refunded within seventy-five (75) days after the expiration of the License Term if there are no other outstanding monetary obligations or other obligations of Licensee to Licensor.

(b) Licensee shall have the option of providing within five (5) business days after approval of this Agreement by the Las Vegas City Council or prior to entry on to the Site, whichever comes first, a Performance Bond substantially in the form of Exhibit "C," attached hereto and incorporated herein as a part of this Agreement from a surety acceptable to Licensor in the penal amount of $25,000 to guarantee performance of all of Licensee's obligations, duties and covenants under this Agreement. The performance bond shall remain in place for a period of forty-five (45) days after expiration of this Agreement. In the event that Licensee elects to post such bond, then the cash Security Deposit shall be reduced to Fifteen Thousand Dollars ($15,000).

4. Conditions Precedent to Entry onto Site. Licensee covenants and agrees to perform and abide by each and every term, condition, limitation and restriction herein set forth, each of which shall be a condition to Licensee's use of the Site pursuant to this License Agreement. In addition, Licensee shall not be permitted to enter on to the Site until it has fulfilled all conditions set forth on Exhibit "E" to this Agreement.

Licensee Initials:_____

5. Default. The Licensee covenants that if any default is made in the covenants or agreements herein contained, this Agreement licensing use of the Site shall, at the option of the Licensor and written notice to Licensee, cease and terminate, and the relation of the parties shall be the same in all respects as if the License term had fully expired. In such event Licensor may reenter and take possession of the Site and hold the same as of its former state therein, remove all persons, and resort to any legal proceedings to obtain such possession.

6. Insurance.

(a) Licensee agrees to obtain and furnish to the Licensor, within five (5) business days after approval of this Agreement by the Las Vegas City Council or prior to entry on to the Site, whichever comes first, a certificate showing that there is in effect a comprehensive General Liability Policy, which is at least as broad as the CG 00 01 form, in the minimum amounts of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate. This coverage should include products and completed operations, include coverage for liquor sales, if applicable, broad form property damage coverage and broad form contractual liability. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. Furthermore an excess or umbrella policy must be obtained that will provide coverage of up to Three Million Dollars ($3,000,000). The limits of liability insurance are to be written on a per event basis.

The Licensor, its officers, elected officials, employees and agents (including the City of Las Vegas Deputy City Marshals) shall be named as additional insured parties and such notation shall appear on the certificate of insurance and endorsement furnished by the Licensee's insurance company. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the Licensor. The Licensor requires insurance carriers to maintain a Best's Key rating of "A VII" or higher. The Certificate shall indicate that the insurance company or the Licensee cannot cancel the insurance without at least 30 days prior written notice to the Licensor. Any language to the effect that the insurance company or surety company will "endeavor to inform" the Licensor of cancellation or material change in coverage must be stricken from the certificate of insurance.

(b) The Licensee shall obtain workers compensation insurance, covering its employees, and provide proof of the same to Licensor, for all sub-contractors and their employees, and Licensee shall require any sub-licensee or other permitees to obtain workers compensation insurance for their employees per NRS 616A-616D.

(c) The Licensee shall obtain automobile insurance in the amount of One Million Dollars ($1,000,000) combined single limit and shall have all vehicles that will be on Licensor's premises, whether owned or hired, covered on that policy.

(d) The parties agree that the specified coverages or limits of insurance in no way limit the liability of the Licensee. The insurance required herein shall provide coverage for the full period of the Licensee's use and possession of the Site and the Premises.

(e) The Licensee shall have the Licensor endorsed on the primary liability policies and the excess/umbrella as an additional named insured.

(f) The Commercial General Liability Policy, Automobile Policy and Workers' Compensation shall have a waiver of subrogation endorsement relieving the Licensor from any and all liability to Licensee as a result any direct or imputed act by the Licensor.

(g) The Licensee shall be responsible for and insure against bodily injury and property damage caused by the acts or omissions of Licensee and its sub-licensees (collectively the "Event Entities"), and their respective employees, representatives, servants, agents, licensees, invitees, patrons, guests or contractors. Licensee will not do, or permit to be done, anything in or upon any portion of the Site, or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy upon the Site.

(h) All deductibles and self-insurance retentions shall be fully disclosed in certificates of insurance. No deductible or self-insured retention may exceed $10,000 without the prior written approval of the Licensor.

7. Indemnity. The Licensee is responsible for any and all demands on account of any injury or death, or damage to property (including, but not limited to, the Site) occurring in or upon any portion of the Site or Premises, which result in any way from the conduct of the Events, regardless of the presence or absence of negligence on the part of any party. In addition to the obligations set forth in Section 4, the Licensee shall defend, indemnify and hold the Licensor, its city council members, its officers, employees and agents (including the City of Las Vegas Deputy City Marshals) (collectively the "Indemnitees") harmless from and against

any and all claims, liens, demands, actions, causes of actions, penalties, judgments and liabilities, costs and expenses of every kind and description (including court costs and reasonable attorneys' fees) which in any way arise from or result from the use or occupancy of the Site or Premises by Licensee and/or the Event Entities or from any breach by Licensee of any of the conditions or obligations of this Agreement. The provisions of this Section 7 shall survive the expiration or other termination of this Agreement.

As a part of such indemnification, the Licensee specifically will indemnify and hold the Indemnitees harmless for any actions taken by the Event Entities, related to the removal of individuals or groups from the Site or Premises. The Indemnitees shall not be liable for injuries to any person, or entity, or for damages to property owned or controlled by the Event Entities, when the claims for damages or injuries are incident to, arise from or are in any way connected with the Event Entities' use or occupancy of the Site or Premises, or for any act or omission of the Event Entities. This Agreement shall not provide any right for any person, firm, corporation, or association that is not a party to this Agreement. Nothing set forth in this Agreement shall affect or limit the statutory protections and limits of liability for the Indemnitees set forth in NRS 41.035.

8. Inspection of Site and Premises. Licensor shall inspect the Site and Premises prior to installation of any temporary improvements to determine and document its current condition, the location of well heads that need to be protected, if any, and the condition of the Site and Premises in all respects, together with any hazards that need to be avoided for the uses contemplated by Licensee. Licensee accepts the Site and Premises in their "as is" condition. Licensor shall inspect the Site and the Premises during move-out to determine whether any changes have occurred in the condition of the Site and the Premises which are directly attributable to Licensee's occupancy and use thereof, and to document any cleanup or other restoration of the Site and Premises that may be required of Licensee. The restoration of the Site and Premises after the Event must include reinstallation and/or the relocation of fencing, if any, and the dust mitigation material, if any, as may be required by Clark County Air Quality and Environmental Management.

9. Improvements to Site and Premises. No work or temporary improvements to the Site shall be performed without prior consent of Licensor.

10. Care of Site and Premises. Licensee, at its own expense, shall keep the Site and Premises at all times in a safe, sanitary and sightly condition so as to prevent blowing of debris, and shall return the Site to Licensor upon the expiration or termination of this Agreement in a clean condition, with all trash and debris, removed therefrom (and adjacent properties if any such debris has been blown or deposited thereon from the Site). Licensee agrees and covenants to return the Site to Licensor without any liens or claims recorded against the Site. In the event the Licensee fails to perform the requirements of this Section, the Licensor may do all things necessary to restore the Site to the condition required herein, charging the actual cost thereof to Licensee. Such costs may be deducted from the Security Deposit or recovered from the Surety under the Performance Bond required under Section 3. The Licensor may, in conjunction with routine maintenance duties, provide daily cleaning support in the form of trash pickup and street sweeping activities at the event site and surrounding areas. The level of this support is at the sole discretion of the Licensor.

11. Expiration of Occupancy. At the expiration of the License Term hereinabove set forth, the Licensee shall quit and vacate the Site in as good condition and repair as before the Licensee's use thereof, and shall have performed prior to such vacation any necessary dust treatment required under Section 8 to the satisfaction of the Licensor. In the event the Licensee holds over and fails to surrender possession of the Site at the time herein agreed, then and in

that event, the Licensee agrees to pay Licensor for the hold-over period the amount of $1,000 per day or any part of a day, and the same does not preclude Licensor from collecting other damages in the event damages do occur as a result of such hold-over. If Licensee vacates the Site prior to the expiration of the contracted time of occupancy, Licensor will assume beneficial control of the Site and the License Term will terminate. In addition, the Site shall be free of any claims or liens recorded against and encumbering the Site.

12. Property Left on Site. The Licensee shall remove from the Site and Premises on or before the termination of occupancy herein, all temporary structures, and all personal property, goods, and effects belonging to the Event Entities, or otherwise brought upon the Site and Premises during the term of the License. If any such personal property is not removed at the above stated time, Licensor shall have the right to dispose of any such property, for which the Licensee agrees to pay a reasonable fee and all expenses incurred by the Licensor. Licensor shall be held harmless from any claim of lost property or property left on Site.

13. Lost Articles. The Licensee shall provide a means for, and shall have the obligation to collect and have custody of articles left on the Site or parking areas by persons attending any performance, exhibition or entertainment event given or held on the Site. Lost articles will be returned upon proper identification of article and owner according to policies established by the Licensee. The Licensee will have the right, after a reasonable period of time, to dispose of lost articles.

14. Compliance with Laws. The Licensee shall comply with all laws of the United States and the State of Nevada, all ordinances of the City of Las Vegas and Clark County, and wherever applicable, all rules and regulations of the Las Vegas Metropolitan Police Department, the City of Las Vegas Deputy City Marshals and the City of Las Vegas Fire Department. Licensee will not suffer or permit any activity on the Site in violation of such laws, ordinances, rules, regulations, policies or criteria herein referred to. The Licensee shall be responsible to provide readily achievable access to the Event and provide auxiliary aids to anyone in accordance with the Americans with Disabilities Act. Additionally, it shall be the responsibility of the Licensee to submit to the Licensor in writing, a list of independent vendors and service companies (e.g. installation and dismantle companies, florists, modeling agencies, concessionaires, and all exhibitor appointed contractors and vendors that are providing a service to exhibitors.) The Licensee shall be responsible for these companies to be properly licensed and insured prior to entering the Site. The Licensee shall secure compliance with all state, local, and federal laws and/or regulations from all Event Entities participating in any way in the Event or related services. Licensee shall ensure that the Event Entities comply with all laws, rules and regulations related to booth installation and dismantling, business licensing, and health regulations. Licensee shall obtain from each of the Event Entities a commercial general insurance policy in the amount of, at least, One Million Dollars ($1,000,000).

15. Hazardous Materials. Subject to prior approval by Licensor, Licensee shall not bring on to the site any materials that are hazardous and regulated under any applicable laws, rules and/or regulations. Licensee is responsible for the proper care, handling, security, removal, and disposal of all hazardous materials brought upon the Site by Licensee or any other of the Event Entities in the manner required by any applicable laws, rules and/or regulations. Upon request by the Licensor, the Licensee shall provide proof of the method of transportation and disposal of any hazardous materials. Any costs associated with the transportation and disposal of materials left on the Site will be paid by the Licensee.

16. Environmental. In compliance with United States Environmental Protection Agency (EPA) regulations, Nevada Division of Environmental Protection (NDEP) issued a National Pollutant Discharge Elimination System (NPDES) permit jointly to the local jurisdictions

including the City of Las Vegas. The Licensee is required to develop and implement various preventative and enforcement processes to comply with the requirements and adopted ordinances. Per City of Las Vegas Municipal Codes 14.18.070 and 14.18.091, "it is unlawful for any person to discharge or cause to be discharged into the storm system any non-stormwater..." and "It is unlawful for any person to dispose of trash, construction debris, or industrial waste materials into the storm system...". Failure to prevent illegal discharges and pollutants from entering the storm drain system can result in significant fines.

Licensee will submit and comply with a Storm Water Pollution Prevention Plan (SWPPP) with the City's Environmental Officer within five (5) business days after approval of this Agreement by the Las Vegas City Council or prior to entry on to the Site, whichever comes first.

17. Licenses and Permits. Licensee shall obtain, and cause the Event Entities to obtain, the permits or licenses required by laws, ordinances, rules and regulations mentioned herein, and shall not allow anything on the Site and Premises during the License Term in violation of any such laws, ordinances, rules, regulations, policies or criteria, and if attention of the Licensee is called to any such violation on the part of the Licensee or of any person employed by or admitted to the Site by the Licensee, the Licensee will immediately desist from and correct, or cause to be corrected, such violation.

18. Child Care. Licensee shall not allow any type of childcare facility to be operated on the Site.

19. Security/Parking. Licensee is responsible to provide adequate parking areas to accommodate attendance at the Event. Except as set forth in the Site Plan attached hereto as "Exhibit B" and incorporated herein as a part of this Agreement, all parking for the Event shall be off-site to the Site and no other parking is permitted on the Site. Licensee shall provide to Licensor a plan for the off-Site parking for the Event which identifies the parking resources that will be available for parking by the attendees of the Event. Licensee shall be responsible for complete security in all areas licensed or otherwise rented or provided, including exhibit areas, grand stands, parking areas, walkways, loading dock areas, and emergency exits, from the time of initial possession until completion of move-out. Such services will be at the expense of the Licensee. All security arrangements are subject to prior approval by the Licensor and the City of Las Vegas Deputy City Marshals Unit. Licensee shall provide an approved security placement plan for stationary or roving posts to the Licensor and the City of Las Vegas Deputy City Marshals Unit within five (5) business days after approval of this Agreement by the Las Vegas City Council or prior to entry on to the Site, whichever comes first.

20. Meter Suspension. Licensee shall be responsible for all costs to the Licensor to remove meter heads and poles; and/or bag and place parking meters in an *"out of service"* status, as required by event activities. Licensee shall enter into an agreement with the Parking Services department of Licensor, within five (5) business days after approval of this Agreement by the Las Vegas City Council or prior to entry on to the Site, whichever comes first, in connection with suspension of the affected parking meters and Licensee shall pay all such costs to Licensor at the same time.

21. Concessions. Subject to City of Las Vegas licensing requirements, Licensee shall have the sole and exclusive right to offer for sale on the Site beverages of any type, food, souvenirs, or other merchandise of any legal type, or Licensee may license such concession rights to any party or parties designated by Licensee subject to the requirements of paragraph 14. The Licensor reserves the right to deny this right to any particular person or entity in its sole discretion. Licensee shall provide a list of the proposed concessionaires to the Licensor within five (5) business days after approval of this Agreement by the Las Vegas City Council or prior to entry on to the Site, whichever comes first.

22. Access to Premises. The Licensor reserves for its authorized representatives and for officers of the City of Las Vegas Deputy City Marshals Unit, free access and right to enter any portion of the Site during the term of this Agreement.

23. Objectionable Persons. The Licensor reserves the right to eject any objectionable person or persons from the Site or Premises or any part thereof, if in the sole determination of the Licensor, such objectionable person or persons create a danger to public health and safety. Upon exercise of this authority by the Licensor and the City of Las Vegas Deputy City Marshals Unit, Licensee specifically waives any right to any claim for damages against the aforementioned parties for such actions. Every reasonable effort will be made by the Licensor to notify the Licensee of any pending action in regard to any cause to which this Section applies.

24. Force Majeure. If (a) the Site or Premises, or any portion thereof shall be destroyed or damaged by calamity so as to prevent the use of the Site for the purposes and during the periods specified in this Agreement, or (b) if the use of the Site by Licensee shall be prevented by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood or any other cause beyond the control of the Licensor, then this Agreement shall terminate and Licensee hereby waives any claim against the Licensor for damages by reason of such termination. In such event, Licensee shall still perform its Site cleanup and restoration responsibilities to the parties pursuant to this Agreement. The Licensor shall, within a reasonable time, provide notice to Licensee of any event to which this Section applies.

25. Evacuation. It is mutually agreed by the parties that in the event the Site or Premises, or any part thereof, shall be evacuated by reason of fire, strike, picketing, job action, riot, unruly demonstration, bombing, bomb threat or other incident or occurrence, actual or threatened, the Licensee, for itself and for the other Event Entities, shall and does hereby release the Licensor, its officers, employees and agents from any and all liability for injury, loss of life, loss of or damage to property or other damage or loss of any nature whatsoever, economic or otherwise suffered or sustained as a result of such evacuation or direction to evacuate. Licensee, for itself, and for its successor and assigns, hereby covenants and agrees, in the event of such evacuation or direction to evacuate, that any and all claims that may be asserted by third persons for injury, loss of life, loss or damage to property or any damage or loss of any nature whatsoever, economic or otherwise, suffered or sustained as the result of such evacuation or direction to evacuate shall be subject to the indemnification requirement set forth in Section 7 of this Agreement. Under emergency circumstances, Licensor, or its designee, shall regain complete control of the Site. Every reasonable effort will be made by the Licensor to notify the Licensee of any pending action with respect to emergency evacuation.

26. Re-entry Right. Licensee agrees that if the Site or any part of the premises thereof shall become vacant during the License Term, Licensor or its representatives may reenter the same either without being liable therefore to Licensee or the Event Entities.

27. Copyright and Trademark Indemnification. Licensee warrants and represents that no music, literary or artistic work or other property protected by copyright, nor the name of any performing individual or group protected by trademark will be performed, reproduced or used in the performance of this Agreement unless the Licensee has previously thereto obtained written permission from the copyright or trademark holder or licensor thereof. Licensee acknowledges that Licensee acts under this Agreement as an independent contractor, charged with the responsibility in Licensee's sole discretion for selection, performances, reproduction and use of such musical, literary and artistic works and such individual performer or group of performers as Licensee deems appropriate and that Licensee guarantees strict compliance with all laws respecting copyrights (Federal Copyright Law of 1978 - 17 U.S.C. 101) and trademarks and the performance, reproduction and use of musical, literary and artistic works or the use of the name

of the performer or performing individuals or group. Licensee warrants that in the performance of this Agreement, Licensee will not infringe any statutory common law or other right of any person in performing, reproducing or otherwise making use of any work or material or performer or performing group. Any and all claims, costs and expenses, including legal fees, demands, actions and liabilities of every kind and character whatsoever with respect to the violation of copyright and trademark rights, the improper performance, reproduction and use of musical, literary and artistic works, or the improper name of performing individual or group, shall be subject to the indemnification requirements set forth in Section 7 of this Agreement.

28. Royalties and Claims. Licensee agrees to pay when due all royalties, license fees or other charges accruing or becoming due to any firm, person or corporation by reason of any music, either live or recorded, or other entertainment of any kind or nature, played, staged or produced by the Event Entities upon the Site. Licensee agrees to hold harmless the Indemnitees and Licensor against any and all such claims and charges, and to defend, at its own expense, any and all such claims and charges. Licensee shall have the right, however, to protest and if desired, to litigate and adjudicate any and all such claims.

29. Assignments. Neither this Agreement, nor any rights of the Licensee granted hereunder, except those expressly stated in this Agreement, may be assigned by the Licensee without the written consent of the Licensor.

30. Binding Effect of Agreement. All terms and conditions of this Agreement shall be binding upon the parties and cannot be varied or waived by any oral representation or promise or any agent or other person of the parties hereto unless the same be in writing and mutually signed by duly authorized agent or agents of the parties who executed this Agreement. On behalf of the Licensor, the authorized agent must be the Las Vegas City Council or the City Manager or her designee.

31. Governing Law/Merger Clause. The parties to this Agreement agree that the same was entered into in Las Vegas, Clark County, Nevada. All prior negotiations and understandings are merged herein and no change or additional agreement shall be of any effect unless in writing and signed by the party to be charged. This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior or contemporaneous documents or understandings whether written, oral or implied. This Agreement shall be construed to have been drafted by all parties hereto.

32. Disputes. In the event of a dispute arising under this Agreement, the parties shall attempt to amicably resolve the matter through escalating levels of management. Disputes that cannot be informally resolved shall be litigated rather than submitted to arbitration. The Agreement shall be governed by the laws of the State of Nevada, and venue for any litigation shall be in the Eighth Judicial District Court for Clark County.

33. Sub-licensing of Site. The Licensee may sub-license portions of the Site as booth or vendor space to other vendors and entities related to the participation within the Event. The Licensee may not sub-license the entire Site to another overall producer or promoter without the express written permission from the Licensor.

34. Legal notices. All legal notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, traceable courier, facsimile with confirmation of transmission, or U.S. mail via certified mail-return receipt requested at the following addresses:

If to the LICENSOR: Bill Arent, Director
City of Las Vegas,
Economic and Urban Development Department
495 S. Main Street, 6th Floor
Las Vegas, Nevada 89101
Fax: 702-385-3128

If to the LICENSEE: James Vanas, Managing Member
Maktub Marketing, LLC
1301 S. 6th Street
Las Vegas, NV 89104
Phone: 702-759-9469

The Licensee shall notify the Licensor in writing of any change in the Licensee information stated above. An original signed copy, via U.S. Mail, shall follow facsimile transmission and/or electronic mail, of required notices.

35. Termination. In addition to the default provision in Section 5:

(a) The Licensor may, by written notice of default, terminate this Agreement, in whole or in part, for any material breach in the performance of the obligations of the Licensee.

(b) If the Licensor is required to incur any expense as a result of Licensee's failure to comply with the terms and conditions of this Agreement, Licensor shall be entitled to reimbursement from Licensee of such expenses and Licensor shall have the right to apply the Security Deposit to reimburse such expenses and to enforce any performance bond posted by Licensee for reimbursement of such expenses. Licensor also shall be reimbursed interest on any such expenses at the annual rate of ten percent (10%) from the date incurred until paid in full.

36. Waiver. Waiver of any of the terms of this Agreement shall not be valid unless in writing and signed by each party. The failure of the Licensor to enforce any of the provisions of this Agreement shall not in any way be construed as a waiver of such provisions or affect the validity of any part of this Agreement or to affect the right of the Licensor to thereafter enforce each and every provision of this Agreement. Waiver of any breach of this Agreement shall not be regarded as a waiver of any other or subsequent breach of this Agreement.

37. Agreement Section Headings: The section and subsection designations in this Agreement are inserted for the purpose of convenience and ready reference. They do not limit, by such designation, a harmonious interpretation of the Agreement, when read as an integrated document.

38. Integration: This Agreement and all exhibits attached hereto, which are hereby incorporated into and made part of this Agreement, represent the entire and integrated agreement between the parties. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

39. Disclosure of Principals: Pursuant to Resolution R-105-99 adopted by the City Council on November 17, 1999, Licensee warrants that it has disclosed, on the form attached as Exhibit "D" hereto, all principals, including partners, of Licensee, as well as all persons and

entities holding more than a 1% interest in Licensee, or any principal of Licensee. If Licensee, or its principals or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchange Commission (SEC) or the Employee Retirement Income Act (ERIA), and attaches current copies of such federal disclosures to Exhibit "D," the requirement of this Section shall be satisfied.

40. Conditions Precedent to Effectiveness of Agreement: This Agreement shall not be or become effective until the following conditions have been satisfied:

(a) An authorized representative of Licensor has signed this Agreement; and

(b) Licensee has signed this Agreement

(c) Licensee has met all obligations as required under Sections and Sub-sections 2, 3, 6, 16, 19, 20, 21, 39 and Exhibit E

Signatures on Next Page

WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

LICENSOR

CITY OF LAS VEGAS

_____
Carolyn G. Goodman, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC, Acting City Clerk

Approved as to form:

Michael Mindel Esq.
_____
Date
4-21-15

LICENSEE

MAKTUB MARKETING, LLC,

By: _____
Name: _____
Title: _____

EXHIBIT "A"
Site Map



EXHIBIT "B"
Site Plan

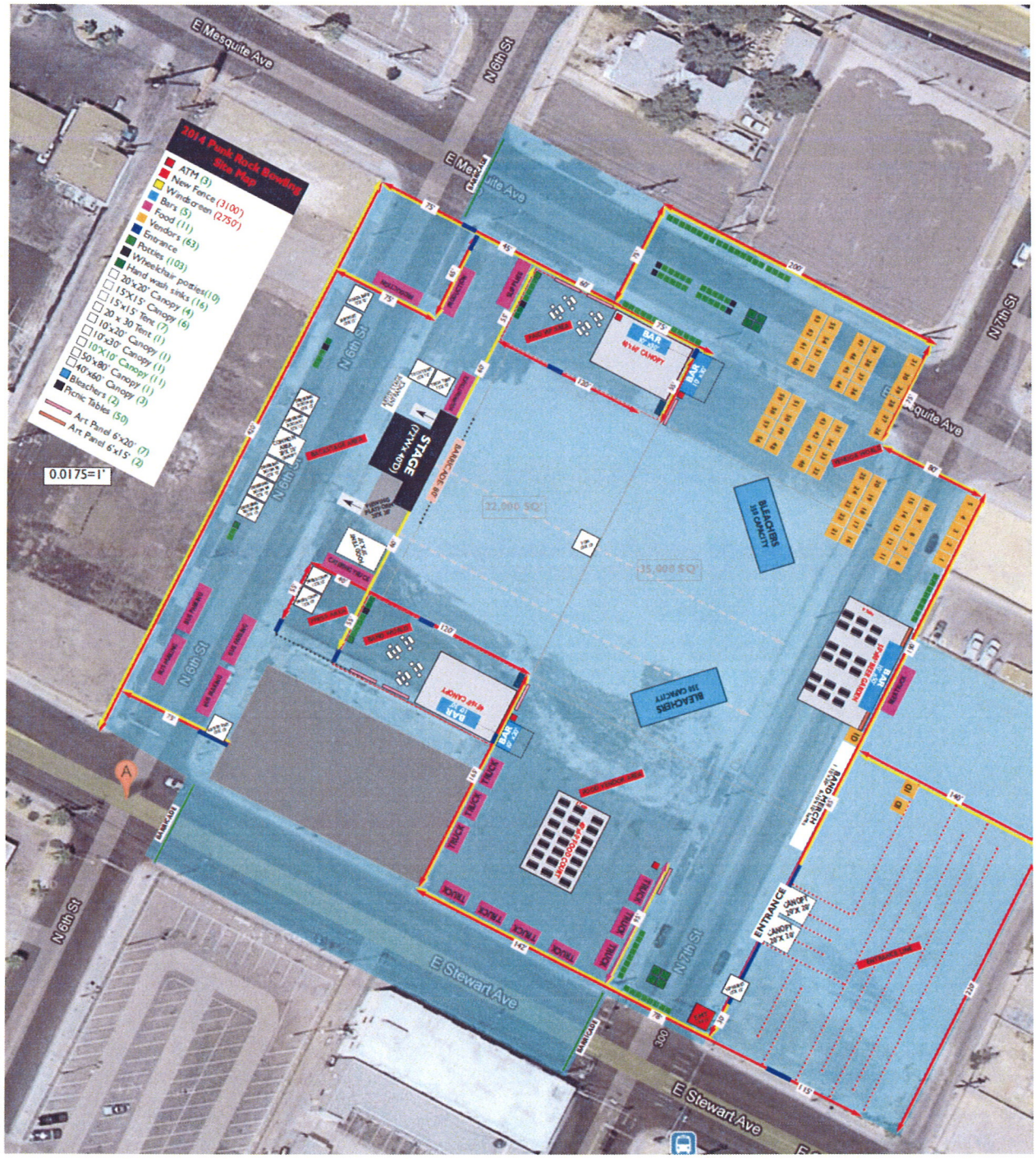

EXHIBIT "C"
Form of Performance Bond

BOND NUMBER _____

IMPORTANT: THIS BOND MUST BE ISSUED BY A SURETY COMPANY AND EXECUTED BY AN APPOINTED AGENT LICENSED BY THE STATE OF NEVADA. THE SURETY COMPANY MUST BE LISTED IN THE UNITED STATES DEPARTMENT OF TREASURY'S LISTING OF APPROVED SURETIES (DEPARTMENT CIRCULAR 570) AS A COMPANY HOLDING A CERTIFICATE OF AUTHORITY AS AN ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY. A SURETY BOND ISSUED BY AN INDIVIDUAL IS NOT ACCEPTABLE.

WHEREAS, the Company named below and the City of Las Vegas, Nevada (the "City") have entered into the Special Event Land Use Licensing Agreement dated _____ (the "Agreement"), which licenses the use and possession of certain real property owned by the City for the public event commonly known and referred to as "Punk Rock Bowling" to be held on the days set forth therein, and

WHEREAS, the Company is required to perform certain obligations (including defending and indemnifying the City against any and all claims which result from the use and possession of the licensed property by the Company (collectively herein the "Obligations"), all of which are more fully set forth in the Agreement, and

WHEREAS, the Company is required to furnish a bond securing the faithful performance of the Obligations set forth in the Agreement.

KNOW ALL MEN BY THESE PRESENTS, that we, the Company and Surety named below, for ourselves and our heirs, executors, administrators, successors and assigns, jointly and severally, are firmly held and bound unto the City in the penal sum of TWENTY-FIVE THOUSAND DOLLARS ($25,000), the payment of which sum will firmly and truly be made pursuant to this Bond. The total amount of the Surety's liability under this Bond shall in no event exceed the penal sum hereof.

NOW, THEREFORE, THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH that if the Company shall well and truly perform all of the Obligations within the time and in the manner specified in the Agreement, then this Bond shall become null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees, if notified and requested to do so by the City, to perform and fully complete that obligation which the Company has failed or neglected for any reason to perform as required by the Agreement. The Surety further agrees to complete the performance of the obligation which the Company has failed or neglected to perform within twenty (20) days after written notice thereof from the City, or to commence such performance within the aforementioned period of time and to fully complete the same with due diligence.

This Bond shall ensure the performance of the Obligation set forth in the Agreement and any subsequent amendments thereto which may be executed by the Company and the City. No change, alteration or other modifications (including extension of time) of the Agreement shall release or exonerate the Surety of this Bond. This Bond is made and executed contemporaneously with the Agreement above mentioned, and in consideration for the terms, conditions, and covenants therein made and entered into on the part of the City.

Signatures on Next Page

IN WITNESS WHEREOF this instrument has been executed this _____ day of _____, 2015.

SURETY: _____

_____

(SEAL AND NOTORIAL ACKNOWLEGMENT OF SURETY)

_____

(State of Nevada License Number)

By: _____

(Appointed Agent Name)

_____

(Appointed Agent Signature to Be Notarized)

COMPANY: MAKTUB MARKETING, LLC,
a Nevada limited liability company

By: _____

(Authorized Representative and Title)

Address: _____

_____

Telephone: _____

EXHIBIT "D"

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**
Name
EIN or DUNS

Block 2 **Description**
Special Event Land Use Licensing Agreement
Punk Rock Bowling
RFP# N/A

Block 3 **Type of Business**
☐ Individual ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Trust ☐ Other:

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

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

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

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

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document:
_____

Date of Attached Document: _____ Number of Pages:
_____

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

_____
Name

_____
Date

Subscribed and sworn to before me this _____day of

_____, 2015

_____
Notary Public

EXHIBIT "E"

CONDITIONS PRECEDENT TO LICENSEES POSSESSION OF THE SITE

A. **Air Quality.** In compliance with Clark County Department of Air Quality Rules and Regulations, Licensee shall make all reasonable efforts to prevent and contain fugitive dust from becoming airborne from use of any unpaved portion of the Site. It is anticipated that the Licensee may be required to use a dust suppressant material on the Site in order to suppress or to mitigate PM-10, dust, or other airborne contaminants. This includes, but is not limited to, watering down all unpaved portions of the Site before and after use. Licensee shall be solely responsible for all fees, fines and cures associated with meeting applicable rules and regulations of Clark County Department of Air Quality. Licensee shall install a permanent dust suppressant, acceptable to Licensor, on the Site upon completion of the event.

B. **Environmental**. Licensee will need to submit and execute a Storm Water Pollution Prevention Plan (SWPPP) with the City's Environmental Officer within five (5) business days after approval of this Agreement by the Las Vegas City Council or prior to entry on to the Site, whichever comes first, as required by Section 16 of this Agreement.

C. **Right-of-way Permits.** Licensee shall obtain any and all Public Right-of-Way Event permits by the City of Las Vegas Public Works Department. Permits and accompanying traffic control/barricade plan(s); a Traffic Control Plan showing means of ingress and egress; means of group transit (buses) to and from the Site; and limitations on public access to the public Right-of-way. Licensee shall exercise due diligence in ensuring minimal impact to the public Right-of-way. Licensee shall be solely responsible for all fees associated with processing the Right-of-way permit application. Licensee will be responsible for all costs associated with the traffic control/barricade plan including the cost of required City of Las Vegas Deputy City Marshals Unit to handle the traffic control and other related matters associated with this event.

D. **Temporary Tents.** Licensee shall obtain any and all approvals from City of Las Vegas Fire and Rescue for erection of temporary tents in compliance with Licensor's Fire Code.

E. **Building Permit.** Licensee shall obtain a building permit for Temporary Electrical Power Distribution Systems. Building and Safety may also require a master exiting plan, occupancy loads on each entrance/exit, a site plan depicting accessible means of ingress and egress, location and number of handicapped parking spaces, and number of temporary male and female lavatories. Licensee shall be solely responsible for all fees associated with processing the Building Permit application.

F. **Business Licenses.** Licensee shall obtain a Special Event Liquor License and a Temporary Business License from the Business Services Division, Department of Planning and Development. Licensee shall be required to obtain a Temporary Business License for any and all concessions on the Site. Licensee shall also submit related licenses required for any and all activities to occur on the Site. Licensee shall be solely responsible for all fees associated with processing the application. Licensor shall not withhold unreasonably the approval of said application.

G. **Liability Insurance.** Licensee has complied with all the insurance requirements of Section 6 of this Agreement.

H. **Parking and Security Plan.** Licensee has provided the parking plan and security plan to Licensor required by Section 19 of this Agreement.

I. **Meter Suspension.** Licensor has entered into an agreement with the Licensor's Parking Services department and paid all fees required to be paid by Licensee under Section 20 of this Agreement.

J. **License Fee.** Licensee has paid the $9,160 license fee required under Section 2 of this Agreement.

K. **Security Deposit/Performance Bond.** Licensee has deposited with Licensor the Security Deposit and/or Performance Bond as required by Section 3 of this Agreement.

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:

For possible action to approve award of Agreement No. 150150-TF, Assessment Services Agreement for Year 6 of the Small Diameter Pipeline Assessment: 15 Year Cycle - Department of Public Works - Award recommended to: BROWN AND CALDWELL ($2,725,076 - Sanitation Enterprise Fund) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,725,076
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:

Services to be provided represent year six of the fifteen year program. The four renewal options will be for years seven through eleven of the program and include inspection, prioritization and recommendation for rehabilitation of pipeline within the City limits. Award of this contract is recommended by the City of Las Vegas consultant selection committee based upon the 2014 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Brown and Caldwell is located in Las Vegas, Nevada.

PCC: T. Fernandez
POC: Kim Lowe - (702) 266-8062

RECOMMENDATION:

That City Council approve award of Agreement No. 150150-TF, Assessment Services Agreement for Year 6 of the Small Diameter Pipeline Assessment: 15 Year Cycle to Brown and Caldwell in the amount of $2,725,076 with four one-year options to renew in the not-to-exceed annual amount of $2,725,076. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Agreement No. 150150-TF
2. Certificate - Disclosure of Ownership/Principals

ASSESSMENT SERVICES AGREEMENT
FOR
YEAR 6 OF THE SMALL DIAMETER PIPELINE ASSESSMENT PROGRAM: 15 YEAR CYCLE

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 **BROWN AND CALDWELL**, (the "Consultant"), a **Corporation**, whose address is **8337 W Sunset Road, Suite 290, Las Vegas, NV 89113**.

WITNESSETH:

WHEREAS, the City intends to construct the **YEAR 6 OF THE SMALL DIAMETER PIPELINE ASSESSMENT PROGRAM: 15 YEAR CYCLE** (herein the "Project"); and

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

WHEREAS, the Consultant is properly licensed pursuant to NRS Chapter 623, 623A, or 625, whichever is legally required for the services to be provided within the State of Nevada, and is in compliance with NRS 623.349 for architects, interior designers, and residential designers and NRS 623A.250 for landscape architects, which requires that control and no less than two-thirds ownership of the business organization or association be held by persons registered or licensed in the State of Nevada pursuant to NRS Chapters 623, 623A, or 625, and possesses the special knowledge, skills and expertise to perform the services hereinafter set forth within the time required under this 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 be responsible for reviewing each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for the purpose of ensuring that such documents are technically sound, in conformance with applicable federal, state and local laws and other regulations, and do not violate or infringe upon any patent rights.

1.04 ***Waiver.*** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this 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 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 copies of each correspondence, if any, sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

1.07 ***Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this 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 Construction Cost Budget set forth in the Scope of Services or as may be otherwise agreed upon in writing by parties. If the bids or proposed price received by the City exceeds the Construction Cost Budget, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost to within the Construction Cost Budget and to modify the construction documents without additional compensation. In order to meet the Construction Cost Budget, the Consultant may, with the approval of the City, segregate portions of the work as separate alternate bid items so that bids received by the City to construct the Project will come within the Construction Cost Budget.

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

SECTION TWO
CITY RESPONSIBILITIES

2.01 ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this 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, make a change in the services to be performed by the Consultant under this Contract.

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

6.01 ***Term.*** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect for one year with four (4) one-year options to renew, 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 Contract, 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 Contract including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. The City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. If the Consultant disputes the right or amount of the off-set made by the City, the Consultant may file a claim pursuant to Section 10.20 of this Contract.

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

Consultant for the purpose of effecting any of the foregoing,

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

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

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

E. ***Confidentiality.*** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this 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 Contract, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.05 ***Insurance.*** The Consultant shall procure and maintain, at its own expense, during the entire term of 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 Contract 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 Contract. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured.

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

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

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

F. ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed $250,000 without the written approval of the City. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates indicating that such insurance is in effect before any services are provided under this Contract 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 Contract 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 Contract and liability coverage as required by Section 10.05 for two years following completion of this Contract.

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 Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.03B or Section 10.20B, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless

otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

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

10.21 ***Attorney Fees.*** The prevailing party in any litigation or arbitration brought to enforce the provisions of this Contract 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 April 8, 2008.

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

ATTEST

LuAnn D. Holmes, MMC, Acting City Clerk Date

CITY OF LAS VEGAS

By_____
Yolanda Jones, Manager, Purchasing & Contracts

APPROVED AS TO FORM

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

John S. Ridilla
Deputy City Attorney

CONSULTANT

By_____
Jon Osborne, PE, Brown and Caldwell

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE OF OWNERSHIP/PRINCIPALS

EXHIBIT "A"

SCOPE OF SERVICES

PROJECT UNDERSTANDING

The City of Las Vegas (CITY) has significant quantities of small diameter sanitary sewer mains of various materials installed as part of its wastewater collection system. This contract marks the sixth year of the CITY's 15 Year Small Diameter Pipeline Assessment Program, wherein a sewer condition assessment/evaluation for existing small diameter sewer pipelines will be performed.

This scope of basic services includes the inspection, evaluation, prioritization, and recommendations for rehabilitation of approximately 7% of the complete 15 Year Program. Year 6 includes the assessment of 575,700 feet of sewer pipeline and 2,392 manholes.

The CITY is including a sewer service lateral location task in this contract to meet the requirements of the Nevada Revised Statutes to mark the location of public sewer mains and private sewer laterals upon request.

The CITY is contracting with Brown and Caldwell (CONSULTANT), a professional engineering firm located in Las Vegas, Nevada to provide the above mentioned general services. Additionally, the CITY is requesting the CONSULTANT to record and report relevant observations, determinations, and recommendations regarding the need for pipeline and manhole repair, rehabilitation or replacement.

A summary of the Year 6 pipelines is shown graphically below.

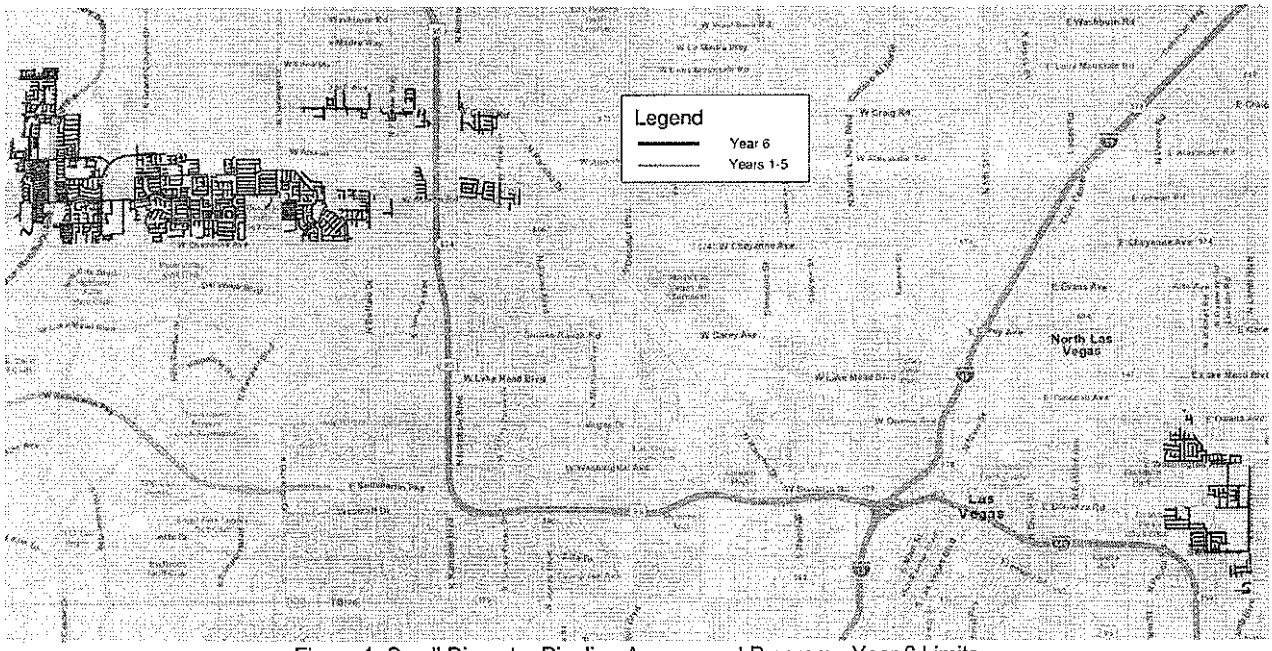

Figure 1: Small Diameter Pipeline Assessment Program - Year 6 Limits

In general, the scope of work will consist of the following major tasks:

Task 1.0: Project Management
Task 2.0: Physical Inspection of Pipelines and Manholes
Task 3.0: Obtain location of Sanitary Sewer Service Laterals
Task 4.0: Review of Field Inspection Data
Task 5.0: Condition Assessment Reporting
Task 6.0: Geographical Information System (GIS) Services
Task 7.0: Additional Services

A detailed description of the scope of work for Year 6 follows:

TASK 1.0: PROJECT MANAGEMENT

1.1 Management: CONSULTANT shall monitor and review work progress and budget of project team and provide general project management.

1.2 Monthly Invoicing: CONSULTANT shall prepare and submit to the CITY monthly invoices including an updated schedule, and actual and projected budgets.

1.3 Kickoff Meeting: CONSULTANT shall prepare an agenda and schedule a kickoff meeting with the CITY within ten (10) calendar days of the issuance of the Notice-To-Proceed. This meeting will include the following:

- Review the scope of work
- Review the project schedule and define milestones
- Introduce key personnel
- Establish lines of communications and respective responsibilities between CITY and CONSULTANT
- Establish public notification procedures

The CONSULTANT shall prepare and post draft agenda, draft, and final meeting minutes on the SharePoint site.

1.4 Progress Meetings: CONSULTANT shall participate in eleven (11) monthly progress meetings with CITY staff, generally to be held at the City of Las Vegas, and will be attended by the CONSULTANT's Project Manager, Project Engineer and other key personnel as determined to be necessary. CONSULTANT shall prepare and post an agenda, draft and final meeting minutes for each of the progress meetings on the SharePoint site.

1.5 Miscellaneous Meetings: The CONSULTANT shall attend up to three (3) miscellaneous meetings with the CITY and prepare and post to the SharePoint site, meeting minutes, summarizing agreements reached and actions required.

1.6 Quality Assurance Reviews: The CONSULTANT shall perform periodic quality reviews of the work progress to verify that the project scope of basic services is achieved, including all deliverables prior to submittal.

1.7 Coordination: The CONSULTANT shall be responsible for ensuring the work of its sub-consultants is performed within the guidelines established herein, in a timely manner, and the sub-consultants shall not adversely impact the overall project schedule.

1.8 Overall Project Schedule: The CONSULTANT shall prepare an overall project schedule using Microsoft Project which designates milestones agreed to by CITY and CONSULTANT. As part of the project schedule, the CONSULTANT shall provide the CITY with updates regarding the progress of manhole and sewer inspections.

1.9 SharePoint Site: The CONSULTANT will develop and maintain a SharePoint site for the project. The site will be used as an online collaboration tool for sharing ideas, information, and documents among team members. Specific documents will include, but are not limited to monthly meeting agendas, meeting minutes, emergency notifications, and an action item list. Also included is an interactive GIS viewer updated weekly to reflect the progress of the project.

TASK 2.0: PHYSICAL INSPECTION OF PIPELINES AND MANHOLES

The CONSULTANT shall take all provisions necessary to keep noise and lights to a minimum, while at the same time maintaining required safety standards during nighttime activities. The CONSULTANT and/or its sub-consultants shall perform all their operations with diligent safety standards for themselves and the general public. All attempts shall be made to respect non-standard access to private property; City crews will be involved if required, and all crews will utilize the utmost professional courtesy when contacting the general public.

2.1 Pre-Inspection Walk-Through: Prior to the start of physical inspection activities, a pre-inspection walk-through will be conducted. This field inspection will be conducted to:

- Visually locate manholes to be inspected within the project scope.
- Identify access and traffic control issues.
- Identify issues to be addressed by CITY maintenance staff prior to inspection, such as buried manholes.
- Identify new manholes not shown in the CITY's GIS database.

2.2 Inaccessible Manholes: Limited access to some manholes is anticipated. The CONSULTANT shall provide and maintain a list on the SharePoint Site, sketches and field notes to the CITY to identify limited access manholes.

2.3 The CONSULTANT shall perform confined-space entry to inspect ten (10) manholes. The inspection will include physical examination of manhole components, including the chimney, wall, bench, and channel.

2.4 Pipe Cleaning: Pipeline segments will be cleaned prior to the CCTV inspection. Cleaning will adequately remove sediment, rocks, debris, and grease accumulations from the sewer to allow for unimpeded CCTV inspection. Cleaning will restore pipe to a minimum of 95 percent of the original carrying capacity, based on visual observation documented by internal inspection. At a minimum, the cleaning will include a 2-pass 360 degree high pressure spray.

Because of the age and possible condition of the sewer lines, the CONSULTANT shall exercise extreme caution when cleaning the sewers to preserve the existing condition of the sewer and avoid "backflushing" the lateral into the building.

The amount of debris in the collection system pipelines is based on the assumption of the pipelines being 10% full. An estimate of approximately thirty (30) trips for hauling debris is included in the effort. Direct costs will be reimbursed until the amount allocated in the subtask has been exhausted. If the costs exceed this estimate, additional trips will be paid for as outlined in Additional Services.

2.5 Manhole Inspections: The CONSULTANT shall be responsible for furnishing all equipment, materials, and labor required to perform the manhole inspections. Each manhole will be physically inspected using the PANORAMO optical manhole scanner. The scan will begin at the surface showing a traffic cone located at the 6 o'clock position, defined as the outlet side of the manhole.

The CITY shall have access to inspection logs, pictures, etc. throughout the duration of the project by removable USB hard drive on an as requested basis. The CITY reserves the right to reject the media because of poor picture quality. These conditions may include but not limited to: fogged lens, excessive fog forming inside the pipeline, grease build-up on lens, clarity, brightness, off centered camera, and camera out of focus. The CONSULTANT shall re-televise, re-inspect, record and resubmit video inspection data of those sewer segments that are rejected by the CITY. Manholes requiring re-inspection shall be done by the CONSULTANT at no additional expense to the CITY.

2.6 Pipeline Inspections: The CONSULTANT shall be responsible for furnishing all equipment, materials, and labor required to perform the CCTV inspection of the pipelines. The pipe will be inspected using the IBAK Panoramo camera. Inspections shall begin and end at the center of the manhole lid or cover. Deliverables will include an .ipf file, the accompanying "360" viewer and inspection logs for each sewer line segment inspected.

The CITY shall have access to inspection logs, pictures, etc. throughout the duration of the project by removable USB hard drive on an as requested basis. The CITY reserves the right to reject the media because of poor picture quality. These conditions may include but not limited to: fogged lens, excessive fog forming inside the pipeline, grease build-up on lens, clarity, brightness, off centered camera, and camera out of focus. The CONSULTANT shall re-televise, re-inspect, record and resubmit video inspection data of those sewer segments that are rejected by the CITY. Reaches requiring re-inspection shall be done by the CONSULTANT at no additional expense to the CITY.

In general, the CONSULTANT shall attempt to access sewers from manholes requiring minimal traffic control. Minimal traffic control shall be defined as a flashing arrowboard and cones. In the event minimal traffic control is not sufficient, as defined by the governing entity, and major or long term traffic control is needed the CONSULTANT will notify the CITY. Major traffic control will be paid for as outlined in Additional Services.

TASK 3.0: OBTAIN LOCATION OF SANITARY SEWER SERVICE LATERALS

3.1 Locate Manholes: The CONSULTANT shall locate the center of the sewer manhole frame and cover. The horizontal rim location will be described by State Plane Coordinates, as defined by the Nevada Revised Statutes Chapter 327, and the vertical rim location will be tied to the City of Las Vegas vertical control and benchmark network. Horizontal and vertical coordinates must be certified by a Nevada Professional Land Surveyor to have positional certainties of +/- 0.1 meter (+/- 0.3 feet). The CONSULTANT shall provide the location of both the manhole center of cover and center of manhole within a GIS layer provided by the CITY to match surveyed coordinates of the center of the manhole frame and cover and the calculated center of manhole.

Sanitary sewer service laterals will be located using the surveyed coordinate of the center of manhole cover and the pipeline inspection video. Each inspection video begins and ends at the center of the manhole cover with each lateral distance measured from the distance to one of the inspection video manholes, whichever manhole the inspection video begins at. All laterals will be located using this technique and added to a GIS layer provided to the CITY at the completion of the project.

3.2 QA: The CONSULTANT shall perform:

- Twelve (12) quality assurance potholes will be completed to verify accuracy of the location of the sewer service laterals. The CONSULTANT will mark the potholing locations and provide a pothole summary in the yearly report.

- A random selection of manholes will be re-surveyed on a weekly basis to verify accuracy. These additional manholes will amount to approximately 5% of the total project manholes.

TASK 4.0: REVIEW OF FIELD INSPECTION DATA

4.1 Pipeline Reviews: The CONSULTANT, using NASSCO-PACP certified reviewers, shall review and code all pipeline CCTV inspections. Each inspection will be reviewed to verify adequate information has been collected, and defects are coded correctly. The CONSULTANT shall prepare defect logs during the CCTV review to identify and record defects. Select field inspection and defect logs may be included as an appendix of the Progress Reports; all defect logs will be included as an appendix in the Yearly Report.

4.2 Preliminary Pipeline Condition Assessment: NASSCO-PACP shall be used for condition assessments and used in developing the ratings. The NASSCO rating system has been modified to a fifteen year basis for both pipelines and manholes to match the CITY'S 15 year assessment program. Based on the identified defects, the pipe condition will be assessed using peak and/or total defects. Peak defects will include the condition grade for the worst defect for the manhole to manhole reach. Total defects for a pipe will include a cumulative index of the condition grades of each defect observed in pipeline. The CONSULTANT shall develop overall structural and operational ratings for each sewer segment inspected based on the estimated life and potential for failure based solely on observations of the CCTV investigations. Recommendations for repair, rehabilitation or replacement will be prepared and prioritized by risk rating. The risk ratings will account for the internal condition assessment, location, importance and the consequence of failure.

If the condition of the pipeline(s) or manhole(s) mandates repair, rehabilitation or replacement, a preliminary cost estimate shall be developed to summarize the recommendations.

4.3 Manhole Reviews: The CONSULTANT, using a NASSCO-MACP certified reviewer, shall review the video for each manhole inspected and record the NASSCO-MACP defects. Along with required NASSCO fields, manhole diameter, manhole invert depths, connecting manholes and clock position of the manhole frame and cover will be identified. These measurements will be taken from the unfolded view and point cloud of each manhole in Pipelogix. Defect logs will be presented in the Progress and Yearly Reports.

4.4 Preliminary Manhole Condition Assessment: Based on the identified defects, each manhole condition will be assessed using peak and/or total defects as similarly described above for the pipelines.

TASK 5.0: CONDITION ASSESSMENT REPORTING

5.1 Progress Reports: The CONSULTANT shall prepare and submit one (1) electronic .pdf copy of each progress report summarizing the results of the preliminary condition assessment, quantity of pipe inspected in feet and number of manholes inspected to date, with cataloging of structural and operational defects identified and display maps. There will be four (4) progress reports, submitted per the project schedule.

5.2 Yearly Report: The CONSULTANT shall prepare a Yearly Report, including cost estimates, recommendations, or other specific information relating to the execution of this contract will be communicated and summarized. Three (3) hard copies and one (1) electronic .pdf copy (bookmarked to the sections defined in the report) of the Final Yearly Report will be delivered to the CITY. The electronic copy of the report will include all pipeline and manhole inspection reports as an appendix. Along with this deliverable will be a portable hard drive including all pipeline and manhole inspection reports and videos included in the project. Receipt and acceptance of the annual report by the CITY shall constitute completion of Year 6 of the project.

TASK 6.0: GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES

6.1 Addition of Field Data to Existing Database: Prepare an updated GIS database for the portion of work completed during Year 6, appended to the Year 1 through Year 5 database and will include separate layers for service laterals, center of manhole, and surveyed manhole cover coordinates.

6.2 GIS Discrepancies: Revisions will modify the existing CITY GIS database to match the actual field data obtained as part of the assessment work (i.e. material type, diameters, survey location of center of cover, as observed or measured in the field).

6.3 Locate Sewer Service Laterals: The sewer service laterals will be located by calculating the distance from the manholes per the CCTV inspection data, using the surveyed center of the manhole cover as the reference point, assuming there are no more than 12,000 laterals to be calculated. Additional laterals will be paid for out of Additional Services. The CONSULTANT shall provide to the CITY these calculated coordinates in a GIS layer with an attribute indicating the direction the lateral leaves the main.

6.4 Preparation of GIS Deliverables: Modify GIS attributes, within project limits, to conform with CITY standards which correctly reference and display pipe segment lengths, interconnectivity and manhole configurations.

6.5 Final QA/QC and Delivery: Perform the final quality assurance and quality control reviews. Transfer finalized data, videos, and pictures to an external hard drive in the format required by the CITY. The updated GIS database will be submitted with the Final Yearly Report.

GIS deliverables will be compatible with the latest version of ESRI ArcGIS shapefile format used by the CITY.

TASK 7.0: ADDITIONAL SERVICES

Additional Services that may be provided under this Agreement are addressed in Exhibit E, Additional Compensation.

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 The Consultant shall deliver the following minimum submittals and deliverables for the Project, per Exhibit "A" (Scope of Services) and Exhibit "C" (Performance Schedule).

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.

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. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.

300.2 Site access is hereby provided to the Consultant by the City for the scope of services contained in this Contract. The City either has title to the property and the right of entry, or the City has secured permission from the present owner and tenant for entry to the property. The Consultant shall coordinate site access with any contractors working on site.

ARTICLE 301: SCHEDULE OF SERVICES

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Task 1.1 – Project Management	304 days	
Task 1.2 – Monthly Invoicing	304 days	
Task 1.3 – Kick-off Meeting	1 day	
Task 1.4 – Progress Meetings	241 days	
Task 1.5 – Misc. Meetings	304 days	
Task 1.6 – QA Reviews	304 days	
Task 1.7 – Coordination	304 days	
Task 1.8 – Overall Project Schedule	10 days	
Task 1.9 – Sharepoint Site	310 days	
Task 2.1 – Pre-inspection Walk Through	35 days	
Task 2.2 – Inaccessible Manholes	160 days	
Task 2.3 – Confined Space Manhole Inspections	5 days	
Task 2.4 – Pipe Cleaning	160 days	
Task 2.5 – Manhole Inspections	170 days	
Task 2.6 – CCTV Inspection	170 days	
Task 3.1 – Locate Manholes	180 days	
Task 3.2 – QA Reviews	180 days	
Task 4.1 – CCTV Review	185 days	
Task 4.2 – Preliminary Pipeline Assessment	180 days	
Task 4.3 – Manhole Reviews	180 days	
Task 4.4 – Preliminary Manhole Assessment	180 days	
Task 5.1 – Progress Reports	145 days	Includes 3 week City review period.
Task 5.2 – Yearly Report	45 days	Includes 3 week City review period.
Task 6.1 – Addition of Field Data	170 days	
Task 6.2 – GIS Discrepancies	210 days	
Task 6.3 – Locate Sewer Service Laterals	165 days	
Task 6.4 – Preparation of GIS Deliverable	25 days	
Task 6.5 – Final QA/QC and Delivery	15 days	
TOTAL		

END OF EXHIBIT "C"

EXHIBIT "D"
FEE BREAKDOWN

ARTICLE 400: TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed **$2,725,076.00**. Increases to total compensation may only be authorized by written amendment 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 WITH A TOTAL NOT-TO-EXCEED COST

401.1 The City agrees to pay the annual fixed fee amount of $2,474,062 with unit prices 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 unit price 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).

401.2 A Total Not-To-Exceed Cost for Completion of Tasks is hereby established as set forth below. The quantity of tasks will be determined and pre-authorized in writing to the Consultant by the City Representative over the course of the Project, including adjustments of the estimated quantity of units between line-item tasks, without the need to amend this Contract up to the Total Not-To-Exceed Cost. Fees for additional tasks not described in this Exhibit "D" (Fee Breakdown) may be negotiated over the course of the Project and utilized as part of the Total Not-To-Exceed Cost for Completion of Tasks without amending this Contract. Tasks performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost for Completion of Tasks shall not be obligated for compensation.

401.3 Increases to the Total Not-To-Exceed Cost for Completion of Tasks may only be authorized by amendment to this Contract. Amendments to this Contract must be in writing and signed by both parties prior to the performance of any service resulting in an increase to this Total Not-To-Exceed Cost for Completion of Tasks.

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

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

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

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

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

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

ADDITIONAL SERVICES ALLOWANCE		
TOTAL NOT-TO-EXCEED COST	$251,014.00	

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

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

CLASSIFICATION	RATE	UNIT
Managing Engineer	$260.72	Per Hour
Principle Engineer	$214.08	Per Hour
Project Manager	$136.89	Per Hour
Engineer III	$130.94	Per Hour
Engineer II	$105.49	Per Hour
Engineer I	$86.32	Per Hour
Operations Technician III	$128.47	Per Hour
IT Supervising Engineer	$227.66	Per Hour
IT Project Manager	$136.92	Per Hour
Project Assistant	$127.53	Per Hour
Office Support Services	$93.20	Per Hour
Accounting	$83.62	Per Hour

ARTICLE 501: ADDITIONAL SERVICES RATES

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

7.1 Permits: If requested, The CONSULTANT shall identify and assist with obtaining necessary permits from the governing agencies that apply to project work, including traffic control, allowable work hours, and other provisions the agencies impose. The CONSULTANT will pay all permit fees.

7.2 Additional Pipeline Inspections and Evaluations: The CITY may request the CONSULTANT conduct additional pipeline inspections and evaluations at locations agreed upon by both the CONSULTANT and the CITY. Additional inspections and evaluations located within the project area will be conducted at a unit cost of $3 per lineal ft. of additional pipeline inspected.

7.3 Additional Manhole Inspections and Evaluations: The CITY may request CONSULTANT to inspect and evaluate additional manholes beyond those required in the Scope of Basic Services. CONSULTANT shall conduct additional manhole inspections and evaluations according to the same requirements and standards as defined in the basic contract. Additional manhole inspections and evaluations located within the project area will be conducted at a unit cost of $200 per manhole. Manholes are limited to circular vertical shafts of 60 inches or less in diameter.

7.4 Additional Survey Services: The CITY may request the CONSULTANT conduct additional survey of manholes having insufficient data collected during the manhole inspection. These services may include additional field measurements of manholes. Additional survey services located within the project area will be conducted at a unit cost of $100 per manhole.

7.5 Inaccessible Manholes: At the request of the CITY, CONSULTANT shall prepare an estimate, provide a contractor, and oversee work required to provide access to manholes paved over, buried, or are otherwise inaccessible. As each location and situation may vary, payment will be according to the prepared estimate as agreed to by the CITY and CONSULTANT prior to work commencing.

7.6 Major Traffic Control and Attenuator Trucks: In general, the CONSULTANT shall attempt to access sewers from manholes requiring minimal traffic control and during low flow conditions. However, it is possible certain critical pipelines may be running nearly full and will require major traffic control in order to complete a proper pipeline inspection.

It is also anticipated that certain busy streets and intersections may require major traffic control and/or attenuator trucks. In the event major traffic control or attenuator trucks are needed, the CONSULTANT shall, with written approval by the CITY, prepare plans, specifications, provide a contractor, and obtain permits necessary to complete the physical inspection of the pipeline(s) and/or manholes.

7.7 Heavy Debris Removal/Additional Debris Hauling and Dump Fees: It is anticipated certain pipeline segments will require additional debris removal beyond the cleaning included in the basic services (i.e., require a more thorough and longer cleaning time because of cemented debris, large debris quantities, roots, or obstructions). While performing the initial debris removal and the CCTV inspection, the CONSULTANT shall identify which pipe segments require additional cleaning and shall notify the CITY of such as well as the anticipated level of cleaning required. Additional heavy cleaning and debris removal will be conducted at a negotiated unit cost per hour. If the cleaning hauling and dump fee allowance is exceeded, this item would pay for these costs.

7.8 Confined-Space Manhole Inspection: The CITY may request additional manholes be physically inspected using confined-space entry. Additional manhole inspections will be performed on a per each basis. Manholes are limited to circular vertical shafts of 60 inches or less in diameter.

7.9 The CITY may request the CONSULTANT perform additional miscellaneous engineering services not defined in the subtasks above or in the Scope of Basic Services. These services include emergency design, inspection, construction management, additional potholing, and by-pass pumping. The CITY may request CONSULTANT to perform any engineering tasks for which it is qualified, which would enhance the work being performed as part of this contract, or which require immediate remediation due to consequences of failure. Cost for such work will be on a lump sum bases as agreed to between both parties.

7.10 Additional GIS Services: The new service lateral and manhole information may be integrated into the CITY's existing GIS for future use. The new information, both tabular and spatial, will be linked to the CITY's GIS through the unique pipe and manhole identifiers identified by the CITY. Where discrepancies exist between the surveyed service lateral and the existing GIS mains, small line segments may need to be inserted to bridge the gap to maintain integrity of the network.

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

501.3 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.

501.4 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 502: REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

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

502.2 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.

502.3 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 to this Contract.

502.4 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.

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

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Tim Parks, PE

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Kristina Swallow, PE

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: Kimberly Lowe, PE

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Jon Osborne, PE

601.1.3 RESPONSIBLE IN CHARGE PERSON : Kimberly Lowe, PE

601.1.4 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER : NV CE PE No. 21725

END OF EXHIBIT "F"

EXHIBIT G
CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract 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** **Small Diameter Pipeline Assessment Year 6**
Name	
Address	
Telephone	
EIN or DUNS	

Block 3 ***Type of Business***

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

EXHIBIT G
CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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"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 Small Diameter Pipeline Assessment Year 6
Name Brown and Caldwell	
Address 8337 W Sunset Road, Suite 290, Las Vegas, NV 89113	
Telephone 702-938-4080	
EIN or DUNS 02-916-4357	

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.	See Attached Listing		
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: 1

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

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

Name of Attached Document: 2015 Brown and Caldwell Officers

Date of Attached Document: January 2015 Number of Pages: 1

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

KAREN MCKINNEY
Notary Public, State of Nevada
Appointment No. 96-2781-1
My Appt. Expires Aug 20, 2016

Jon Osborne, PE, Managing Engineer

February 25, 2015

Subscribed and sworn to before me this 25 day of February, 2015

Karen McKinney
Notary Public

2015 BROWN AND CALDWELL OFFICERS

BROWN AND CALDWELL

(Partial List)

Craig A. Goehring	Chief Executive Officer
Jim R. Miller	President and Chief Operating Officer
Robert D. Goodson	General Counsel/Corporate Secretary
Richard M. D'Amato	Executive Vice President
Valorie B. Feher	Senior Vice President/Director, Finance and Administration
Dawn Lederer	Director, Human Resources
Phyllis Brunner	Senior Vice President
D. Franklin Stephenson	Senior Vice President
Jay N. Patil	Senior Vice President
Cynthia Paulson	Senior Vice President

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
For possible action to approve award of Bid No. 15.45398-TF, Shaumber Road Realignment, located on Schaumber Road between Centennial Parkway and Ann Road and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: LAS VEGAS PAVING CORPORATION ($3,159,988 - Road and Flood Capital Projects Fund) - Ward 6 (Ross)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $3,159,988
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
Work on this project consists of road realignment and improvements to curbs and gutters, installation of a bus turnout and relocation of utilities. Funding for this project is provided through Fuel Revenue index funds. Las Vegas Paving Corporation is located in Las Vegas, Nevada.

PCC: T. Fernandez
POC: Troy O'Connor - (702) 251-5800

RECOMMENDATION:
That City Council approve award of Bid No. 15.45398-TF, Shaumber Road Realignment to Las Vegas Paving Company in the amount of $3,159,988 and approve the construction conflicts and contingency reserve of $315,998. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Bid Abstract

BID ABSTRACT

15.45398-TF Shaumber Road Realignment

				Las Vegas Paving Corporation		Tand,Inc.		Meadow Valley Contractors, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	OWNER INITIATED TIME EXTENSION ALLOWANCE	DAY	15	$500.00	$7,500.00	$500.00	$7,500.00	$500.00	$7,500.00
109.02	OWNER INITIATED TIME EXTENSION AMOUNT IN ADDITION TO ALLOWANCE	DAY	15	$1.00	$15.00	$500.00	$7,500.00	$225.00	$3,375.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$170,651.00	$170,651.00	$170,651.00	$170,651.00	$170,651.00	$170,651.00
201.01	CLEARING AND GRUBBING	AC	15	$2,800.00	$42,000.00	$1,500.00	$22,500.00	$5,000.00	$75,000.00
202.01	(2)-INCH ROTOMILL	SY	2,204	$3.15	$6,942.60	$3.95	$8,705.80	$4.00	$8,816.00
202.02	REMOVE BITUMINOUS SURFACE	SY	6,316	$3.20	$20,211.20	$4.50	$28,422.00	$8.00	$50,528.00
202.03	REMOVE STORM DRAIN PIPE	LF	192	$20.50	$3,936.00	$45.00	$8,640.00	$18.00	$3,456.00
202.04	REMOVE STORM DRAIN PIPE END SECTION	EA	4	$145.00	$580.00	$500.00	$2,000.00	$247.00	$988.00
202.05	REMOVE AND SALVAGE SIGN POST	EA	14	$43.00	$602.00	$50.00	$700.00	$46.00	$644.00
202.06	REMOVE AND SALVAGE SIGN PANEL	EA	14	$43.00	$602.00	$50.00	$700.00	$46.00	$644.00
203.01	ROADWAY EXCAVATION	CY	40,545	$7.00	$283,815.00	$8.00	$324,360.00	$9.20	$373,014.00
302.01	TYPE II AGGREGATE BASE	CY	5,260	$23.00	$120,980.00	$18.00	$94,680.00	$22.00	$115,720.00
402.01	2-INCH PLANTMIX BITUMINOUS SURFACE	SY	2,204	$10.00	$22,040.00	$13.50	$29,754.00	$13.00	$28,652.00
402.02	6-INCH PLANTMIX BITUMINOUS SURFACE	SY	37,008	$23.50	$869,688.00	$27.00	$999,216.00	$28.00	$1,036,224.00
502.01	POWER POLE BARRIER RAIL PROTECTION	LS	1	$16,375.00	$16,375.00	$15,000.00	$15,000.00	$20,200.00	$20,200.00
502.02	8-FOOT X 5-FOOT REINFORCED CONCRETE BOX	LF	104	$712.00	$74,048.00	$560.00	$58,240.00	$900.00	$93,600.00
502.03	10-FOOT X 5-FOOT REINFORCED CONCRETE BOX	LF	100	$928.00	$92,800.00	$680.00	$68,000.00	$900.00	$90,000.00
502.04	12-FOOT X 6-FOOT REINFORCED CONCRETE BOX	LF	97	$843.00	$81,771.00	$815.00	$79,055.00	$1,000.00	$97,000.00
502.05	8-FOOT X 5-FOOT RCB TYPE I HEADWALL	EA	1	$18,700.00	$18,700.00	$21,000.00	$21,000.00	$13,800.00	$13,800.00
502.06	10-FOOT X 5-FOOT RCB TYPE I HEADWALL	EA	1	$19,200.00	$19,200.00	$21,000.00	$21,000.00	$14,200.00	$14,200.00
502.07	8-FOOT X 5-FOOT RCB TYPE II HEADWALL	EA	1	$24,280.00	$24,280.00	$23,000.00	$23,000.00	$18,700.00	$18,700.00
502.08	10-FOOT X 5-FOOT RCB TYPE II HEADWALL	EA	1	$24,800.00	$24,800.00	$23,000.00	$23,000.00	$19,200.00	$19,200.00
502.09	12-FOOT X 6-FOOT RCB TYPE II HEADWALL	EA	2	$28,000.00	$56,000.00	$26,000.00	$52,000.00	$22,100.00	$44,200.00
502.10	BUS TURN-OUT (STATION "SR" 116+61 TO "SR" 118+46)	EA	1	$15,200.00	$15,200.00	$18,000.00	$18,000.00	$17,700.00	$17,700.00
603.01	30-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	93	$145.00	$13,485.00	$140.00	$13,020.00	$104.00	$9,672.00
603.02	36-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	575	$140.00	$80,500.00	$180.00	$103,500.00	$129.00	$74,175.00
603.03	48-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	189	$172.00	$32,508.00	$195.00	$36,855.00	$137.00	$25,893.00
603.04	60-INCH X 38-INCH HERCP (CLASS III)	LF	216	$230.00	$49,680.00	$340.00	$73,440.00	$331.00	$71,496.00
603.05	30-INCH RCP END SECTION	EA	2	$780.00	$1,560.00	$1,500.00	$3,000.00	$1,780.00	$3,560.00

				Las Vegas Paving Corporation		Tand,Inc.		Meadow Valley Contractors, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
603.06	36-INCH RCP END SECTION	EA	9	$1,800.00	$16,200.00	$1,900.00	$17,100.00	$1,980.00	$17,820.00
603.07	48-INCH RCP END SECTION	EA	1	$2,100.00	$2,100.00	$2,000.00	$2,000.00	$3,050.00	$3,050.00
603.08	60-INCH X 38-INCH HERCP END SECTION	EA	4	$4,400.00	$17,600.00	$3,250.00	$13,000.00	$4,180.00	$16,720.00
603.09	48-INCH RCP HEADWALL	EA	1	$36,500.00	$36,500.00	$37,000.00	$37,000.00	$31,500.00	$31,500.00
609.01	ADJUST STORM DRAIN MANHOLE TO FINISH GRADE	EA	6	$785.00	$4,710.00	$825.00	$4,950.00	$669.00	$4,014.00
609.02	60-INCH TYPE III STORM DRAIN MANHOLE	EA	1	$11,300.00	$11,300.00	$10,000.00	$10,000.00	$6,760.00	$6,760.00
609.03	TYPE IA STORM DRAIN MANHOLE RISER	EA	1	$2,900.00	$2,900.00	$2,500.00	$2,500.00	$1,850.00	$1,850.00
610.01	RIPRAP d50 = 6-INCH	CY	970	$70.00	$67,900.00	$45.00	$43,650.00	$50.00	$48,500.00
610.02	RIPRAP d50 = 12-INCH	CY	1,133	$86.00	$97,438.00	$48.00	$54,384.00	$54.00	$61,182.00
610.03	RIPRAP d50 = 18-INCH	CY	15	$86.00	$1,290.00	$50.00	$750.00	$56.00	$840.00
610.04	RIPRAP d50 = 24-INCH	CY	643	$86.00	$55,298.00	$55.00	$35,365.00	$56.00	$36,008.00
610.05	GROUTED RIPRAP d50 = 12-INCH	CY	430	$128.00	$55,040.00	$95.00	$40,850.00	$91.00	$39,130.00
610.06	GROUTED RIPRAP d50 = 18 INCHES	CY	242	$128.00	$30,976.00	$100.00	$24,200.00	$91.00	$22,022.00
610.07	GROUTED RIPRAP d50 = 24 INCHES	CY	702	$128.00	$89,856.00	$105.00	$73,710.00	$87.00	$61,074.00
613.01	TYPE A MEDIAN ISLAND CURB	LF	1,690	$14.65	$24,758.50	$28.00	$47,320.00	$10.00	$16,900.00
613.02	TYPE L CURB AND GUTTER	LF	155	$33.70	$5,223.50	$28.00	$4,340.00	$17.00	$2,635.00
613.03	CONCRETE SIDEWALK	SF	1,262	$6.25	$7,887.50	$4.75	$5,994.50	$6.00	$7,572.00
613.04	GRAVEL MEDIAN ISLAND TREATMENT	SF	11,961	$1.00	$11,961.00	$1.50	$17,941.50	$1.00	$11,961.00
618.01	GALVANIZED GUARDRAIL (TRIPLE CORRUGATION)	LF	5,740	$30.00	$172,200.00	$33.00	$189,420.00	$21.00	$120,540.00
618.02	GUARDRAIL TERMINAL (FLARED)	EA	3	$2,625.00	$7,875.00	$2,800.00	$8,400.00	$1,990.00	$5,970.00
618.03	GUARDRAIL TERMINAL (TANGENTIAL)	EA	2	$2,625.00	$5,250.00	$2,750.00	$5,500.00	$2,520.00	$5,040.00
618.04	GUARDRAIL TRAILING END ANCHOR	EA	5	$840.00	$4,200.00	$880.00	$4,400.00	$973.00	$4,865.00
622.01	CONSTRUCTION SURVEYING	LS	1	$55,000.00	$55,000.00	$28,000.00	$28,000.00	$25,500.00	$25,500.00
622.02	INSTALL NEW SURVEY MONUMENT	EA	15	$80.00	$1,200.00	$1,650.00	$24,750.00	$1,420.00	$21,300.00
623.01	SOLAR FLASHING BEACON SYSTEM/ASSEMBLY	EA	2	$2,620.00	$5,240.00	$2,700.00	$5,400.00	$2,800.00	$5,600.00
623.02	TYPE 1-A POLE AND FOUNDATION	EA	3	$2,350.00	$7,050.00	$2,550.00	$7,650.00	$2,520.00	$7,560.00
623.03	TRAFFIC SIGNAL UNDERGROUDS AT SHAUMBER/CENTENNIAL	LS	1	$9,360.00	$9,360.00	$9,000.00	$9,000.00	$10,000.00	$10,000.00
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$7,500.00	$7,500.00	$17,500.00	$17,500.00	$47,800.00	$47,800.00
627.01	PERMANENT SIGN (GROUND MOUNTED)	SF	364	$40.00	$14,560.00	$33.00	$12,012.00	$44.00	$16,016.00
628.01	6-INCH WHITE SOLID LINE (POLYUREA OR EPOXY)	LF	16,500	$0.45	$7,425.00	$1.00	$16,500.00	$0.50	$8,250.00
628.02	6-INCH WHITE SKIP LINE (POLYUREA OR EPOXY)	LF	66	$0.45	$29.70	$1.00	$66.00	$0.50	$33.00
628.03	TYPE 2 FILM FOR STOP BARS	SF	255	$5.83	$1,486.65	$4.50	$1,147.50	$6.50	$1,657.50
628.04	TYPE 2 FILM FOR LANE DELINEATION IN TRANSITION	SF	1,581	$5.83	$9,217.23	$3.55	$5,612.55	$6.50	$10,276.50
628.05	YELLOW REFLECTIVE MEDIAN NOSE MARKING	SF	31	$2.43	$75.33	$2.75	$85.25	$3.00	$93.00

				Las Vegas Paving Corporation		Tand,Inc.		Meadow Valley Contractors, Inc.	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
628.06	YELLOW REFLECTIVE MEDIAN PAINT	SF	85	$2.43	$206.55	$0.75	$63.75	$3.00	$255.00
628.07	TYPE 2 FILM FOR "BIKE" AND "ARROW" LEGEND	EA	17	$54.00	$918.00	$175.00	$2,975.00	$58.00	$986.00
628.08	TYPE 2 FILM FOR ARROWS	EA	24	$92.00	$2,208.00	$150.00	$3,600.00	$104.00	$2,496.00
628.09	TYPE 2 FILM FOR "ONLY"	EA	1	$162.00	$162.00	$175.00	$175.00	$173.00	$173.00
628.10	TYPE 2 FILM FOR "BUS"	EA	1	$162.00	$162.00	$130.00	$130.00	$173.00	$173.00
629.01	RELOCATE WATER TEST STATION	EA	3	$4,520.00	$13,560.00	$2,500.00	$7,500.00	$2,240.00	$6,720.00
629.02	RELOCATE WATER QUALITY TEST STATION	EA	1	$6,000.00	$6,000.00	$2,500.00	$2,500.00	$2,760.00	$2,760.00
629.03	RELOCATE AIR VALVE ASSEMBLY	EA	1	$8,500.00	$8,500.00	$4,000.00	$4,000.00	$3,480.00	$3,480.00
629.04	ADJUST WATER VALVE TO FINISH GRADE	EA	8	$785.00	$6,280.00	$500.00	$4,000.00	$251.00	$2,008.00
629.05	ADJUST WATER BLOWOFF TO FINISH GRADE	EA	1	$4,465.00	$4,465.00	$750.00	$750.00	$1,000.00	$1,000.00
629.06	ADJUST WATER MANHOLE TO FINISH GRADE	EA	1	$785.00	$785.00	$750.00	$750.00	$1,000.00	$1,000.00
630.01	ADJUST SANITARY SEWER MANHOLE TO FINISH GRADE	EA	3	$785.00	$2,355.00	$750.00	$2,250.00	$669.00	$2,007.00
631.01	STREET NAME SIGNS	EA	8	$168.00	$1,344.00	$245.00	$1,960.00	$184.00	$1,472.00
633.01	REFLECTIVE RAISED PAVEMENT MARKERS	EA	1,595	$2.00	$3,190.00	$2.15	$3,429.25	$3.00	$4,785.00
633.02	NON-REFLECTIVE RAISED PAVEMENT MARKERS	EA	4,347	$2.00	$8,694.00	$2.00	$8,694.00	$3.00	$13,041.00
637.01	DUST CONTROL	LS	1	$40,000.00	$40,000.00	$66,500.00	$66,500.00	$222,500.00	$222,500.00
637.02	NPDES DISCHARGE PERMIT	LS	1	$53,081.24	$53,081.24	$95,000.00	$95,000.00	$50,000.00	$50,000.00
637.03	POST CONSTRUCTION DUST PALLIATIVE	AC	11	$1,000.00	$11,000.00	$1,050.00	$11,550.00	$1,040.00	$11,440.00
	Total Base Bid Amount				**$3,159,988.00**		**$3,299,764.10**		**$3,494,943.00**
	% Greater than Lowest Responsive & Responsible Bidder						**4%**		
	Certificate of Eligibility Submitted				**Yes**		Yes		Yes
	Bidder's Preference Received				**No**		No		No
	Responsive Bidder				Yes				
	Responsible Bidder				Yes				
	Engineer's Estimate: $3,500,000.00								

TO: Dept. Mngr. or Designee Please review and approve recommended award to

Las Vegas Paving Corp. in the amount of $ 3,159,988.00

Purchasing & Contracts Representative — Date: 4-15-15

Quality Assurance Administrator — Date: 4-15-15

Using Department Authorized Signature — Date: 4/13/15

BID ABSTRACT

15.45398-TF Shaumber Road Realignment

ITEM NO.	DESCRIPTION	U O M	QTY	Aggregate Industries SWR, Inc.		Patriot Contractors	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
109.01	OWNER INITIATED TIME EXTENSION ALLOWANCE	DAY	15	$500.00	$7,500.00	$500.00	$7,500.00
109.02	OWNER INITIATED TIME EXTENSION AMOUNT IN ADDITION TO ALLOWANCE	DAY	15	$0.01	$0.15	$250.00	$3,750.00
200.01	MOBILIZATION AND DEMOBILIZATION	LS	1	$170,651.00	$170,651.00	$170,651.00	$170,651.00
201.01	CLEARING AND GRUBBING	AC	15	$2,580.00	$38,700.00	$9,223.48	$138,352.20
202.01	(2)-INCH ROTOMILL	SY	2,204	$3.85	$8,485.40	$2.39	$5,267.56
202.02	REMOVE BITUMINOUS SURFACE	SY	6,316	$8.25	$52,107.00	$1.55	$9,789.80
202.03	REMOVE STORM DRAIN PIPE	LF	192	$20.00	$3,840.00	$57.48	$11,036.16
202.04	REMOVE STORM DRAIN PIPE END SECTION	EA	4	$142.00	$568.00	$550.00	$2,200.00
202.05	REMOVE AND SALVAGE SIGN POST	EA	14	$42.60	$596.40	$59.40	$831.60
202.06	REMOVE AND SALVAGE SIGN PANEL	EA	14	$42.60	$596.40	$59.40	$831.60
203.01	ROADWAY EXCAVATION	CY	40,545	$11.50	$466,267.50	$9.79	$396,935.55
302.01	TYPE II AGGREGATE BASE	CY	5,260	$26.00	$136,760.00	$44.69	$235,069.40
402.01	2-INCH PLANTMIX BITUMINOUS SURFACE	SY	2,204	$10.35	$22,811.40	$10.54	$23,230.16
402.02	6-INCH PLANTMIX BITUMINOUS SURFACE	SY	37,008	$25.30	$936,302.40	$26.42	$977,751.36
502.01	POWER POLE BARRIER RAIL PROTECTION	LS	1	$21,000.00	$21,000.00	$15,784.20	$15,784.20
502.02	8-FOOT X 5-FOOT REINFORCED CONCRETE BOX	LF	104	$695.00	$72,280.00	$925.69	$96,271.76
502.03	10-FOOT X 5-FOOT REINFORCED CONCRETE BOX	LF	100	$905.00	$90,500.00	$1,188.54	$118,854.00
502.04	12-FOOT X 6-FOOT REINFORCED CONCRETE BOX	LF	97	$821.00	$79,637.00	$1,402.28	$136,021.16
502.05	8-FOOT X 5-FOOT RCB TYPE I HEADWALL	EA	1	$18,700.00	$18,700.00	$18,036.00	$18,036.00
502.06	10-FOOT X 5-FOOT RCB TYPE I HEADWALL	EA	1	$19,100.00	$19,100.00	$18,117.00	$18,117.00
502.07	8-FOOT X 5-FOOT RCB TYPE II HEADWALL	EA	1	$24,100.00	$24,100.00	$19,710.00	$19,710.00
502.08	10-FOOT X 5-FOOT RCB TYPE II HEADWALL	EA	1	$24,600.00	$24,600.00	$19,602.00	$19,602.00
502.09	12-FOOT X 6-FOOT RCB TYPE II HEADWALL	EA	2	$27,500.00	$55,000.00	$22,518.00	$45,036.00
502.10	BUS TURN-OUT (STATION "SR" 116+61 TO "SR" 118+46)	EA	1	$19,600.00	$19,600.00	$19,812.60	$19,812.60
603.01	30-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	93	$142.00	$13,206.00	$191.16	$17,777.88
603.02	36-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	575	$137.00	$78,775.00	$205.74	$118,300.50
603.03	48-INCH REINFORCED CONCRETE PIPE (CLASS III)	LF	189	$169.00	$31,941.00	$240.03	$45,365.67
603.04	60-INCH X 38-INCH HERCP (CLASS III)	LF	216	$226.00	$48,816.00	$289.71	$62,577.36
603.05	30-INCH RCP END SECTION	EA	2	$765.00	$1,530.00	$865.08	$1,730.16

				Aggregate Industries SWR, Inc.		Patriot Contractors	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
603.06	36-INCH RCP END SECTION	EA	9	$1,750.00	$15,750.00	$1,969.92	$17,729.28
603.07	48-INCH RCP END SECTION	EA	1	$2,070.00	$2,070.00	$2,334.96	$2,334.96
603.08	60-INCH X 38-INCH HERCP END SECTION	EA	4	$4,265.00	$17,060.00	$4,815.72	$19,262.88
603.09	48-INCH RCP HEADWALL	EA	1	$36,000.00	$36,000.00	$31,320.00	$31,320.00
609.01	ADJUST STORM DRAIN MANHOLE TO FINISH GRADE	EA	6	$730.00	$4,380.00	$810.00	$4,860.00
609.02	60-INCH TYPE III STORM DRAIN MANHOLE	EA	1	$11,000.00	$11,000.00	$8,332.20	$8,332.20
609.03	TYPE IA STORM DRAIN MANHOLE RISER	EA	1	$2,815.00	$2,815.00	$2,282.04	$2,282.04
610.01	RIPRAP d50 = 6-INCH	CY	970	$132.00	$128,040.00	$49.40	$47,918.00
610.02	RIPRAP d50 = 12-INCH	CY	1,133	$110.00	$124,630.00	$50.69	$57,431.77
610.03	RIPRAP d50 = 18-INCH	CY	15	$114.00	$1,710.00	$54.38	$815.70
610.04	RIPRAP d50 = 24-INCH	CY	643	$97.00	$62,371.00	$60.51	$38,907.93
610.05	GROUTED RIPRAP d50 = 12-INCH	CY	430	$145.00	$62,350.00	$80.63	$34,670.90
610.06	GROUTED RIPRAP d50 = 18 INCHES	CY	242	$135.00	$32,670.00	$94.29	$22,818.18
610.07	GROUTED RIPRAP d50 = 24 INCHES	CY	702	$130.00	$91,260.00	$110.49	$77,563.98
613.01	TYPE A MEDIAN ISLAND CURB	LF	1,690	$13.15	$22,223.50	$33.10	$55,939.00
613.02	TYPE L CURB AND GUTTER	LF	155	$17.25	$2,673.75	$34.19	$5,299.45
613.03	CONCRETE SIDEWALK	SF	1,262	$5.35	$6,751.70	$5.34	$6,739.08
613.04	GRAVEL MEDIAN ISLAND TREATMENT	SF	11,961	$1.85	$22,127.85	$2.49	$29,782.89
618.01	GALVANIZED GUARDRAIL (TRIPLE CORRUGATION)	LF	5,740	$29.30	$168,182.00	$29.65	$170,191.00
618.02	GUARDRAIL TERMINAL (FLARED)	EA	3	$2,662.00	$7,986.00	$2,530.00	$7,590.00
618.03	GUARDRAIL TERMINAL (TANGENTIAL)	EA	2	$2,662.00	$5,324.00	$2,750.00	$5,500.00
618.04	GUARDRAIL TRAILING END ANCHOR	EA	5	$852.00	$4,260.00	$1,100.00	$5,500.00
622.01	CONSTRUCTION SURVEYING	LS	1	$40,500.00	$40,500.00	$36,135.00	$36,135.00
622.02	INSTALL NEW SURVEY MONUMENT	EA	15	$825.00	$12,375.00	$10,472.00	$157,080.00
623.01	SOLAR FLASHING BEACON SYSTEM/ASSEMBLY	EA	2	$2,695.00	$5,390.00	$3,475.44	$6,950.88
623.02	TYPE 1-A POLE AND FOUNDATION	EA	3	$2,425.00	$7,275.00	$1,026.00	$3,078.00
623.03	TRAFFIC SIGNAL UNDERGROUDS AT SHAUMBER/CENTENNIAL	LS	1	$9,655.00	$9,655.00	$7,229.52	$7,229.52
624.01	TRAFFIC CONTROL AND MAINTENANCE	LS	1	$194,108.72	$194,108.72	$47,960.00	$47,960.00
627.01	PERMANENT SIGN (GROUND MOUNTED)	SF	364	$40.45	$14,723.80	$53.90	$19,619.60
628.01	6-INCH WHITE SOLID LINE (POLYUREA OR EPOXY)	LF	16,500	$0.48	$7,920.00	$0.42	$6,930.00
628.02	6-INCH WHITE SKIP LINE (POLYUREA OR EPOXY)	LF	66	$0.48	$31.68	$3.74	$246.84
628.03	TYPE 2 FILM FOR STOP BARS	SF	255	$5.85	$1,491.75	$4.90	$1,249.50
628.04	TYPE 2 FILM FOR LANE DELINEATION IN TRANSITION	SF	1,581	$5.85	$9,248.85	$4.90	$7,746.90
628.05	YELLOW REFLECTIVE MEDIAN NOSE MARKING	SF	31	$2.45	$75.95	$7.21	$223.51

				Aggregate Industries SWR, Inc.		Patriot Contractors	
ITEM NO.	DESCRIPTION	U O M	QTY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
628.06	YELLOW REFLECTIVE MEDIAN PAINT	SF	85	$2.45	$208.25	$1.67	$141.95
628.07	TYPE 2 FILM FOR "BIKE" AND "ARROW" LEGEND	EA	17	$53.25	$905.25	$110.00	$1,870.00
628.08	TYPE 2 FILM FOR ARROWS	EA	24	$95.80	$2,299.20	$143.00	$3,432.00
628.09	TYPE 2 FILM FOR "ONLY"	EA	1	$160.00	$160.00	$393.80	$393.80
628.10	TYPE 2 FILM FOR "BUS"	EA	1	$160.00	$160.00	$339.90	$339.90
629.01	RELOCATE WATER TEST STATION	EA	3	$4,405.00	$13,215.00	$2,700.00	$8,100.00
629.02	RELOCATE WATER QUALITY TEST STATION	EA	1	$5,850.00	$5,850.00	$3,780.00	$3,780.00
629.03	RELOCATE AIR VALVE ASSEMBLY	EA	1	$8,290.00	$8,290.00	$8,100.00	$8,100.00
629.04	ADJUST WATER VALVE TO FINISH GRADE	EA	8	$580.00	$4,640.00	$1,080.00	$8,640.00
629.05	ADJUST WATER BLOWOFF TO FINISH GRADE	EA	1	$815.00	$815.00	$1,080.00	$1,080.00
629.06	ADJUST WATER MANHOLE TO FINISH GRADE	EA	1	$2,000.00	$2,000.00	$1,620.00	$1,620.00
630.01	ADJUST SANITARY SEWER MANHOLE TO FINISH GRADE	EA	3	$730.00	$2,190.00	$1,350.00	$4,050.00
631.01	STREET NAME SIGNS	EA	8	$160.00	$1,280.00	$268.40	$2,147.20
633.01	REFLECTIVE RAISED PAVEMENT MARKERS	EA	1,595	$2.05	$3,269.75	$2.70	$4,306.50
633.02	NON-REFLECTIVE RAISED PAVEMENT MARKERS	EA	4,347	$2.05	$8,911.35	$2.20	$9,563.40
637.01	DUST CONTROL	LS	1	$56,100.00	$56,100.00	$24,360.00	$24,360.00
637.02	NPDES DISCHARGE PERMIT	LS	1	$90,800.00	$90,800.00	$17,360.00	$17,360.00
637.03	POST CONSTRUCTION DUST PALLIATIVE	AC	11	$955.00	$10,505.00	$1,045.00	$11,495.00
	Total Base Bid Amount				**$3,790,000.00**		**$3,794,211.42**
	% Greater than Lowest Responsive & Responsible Bidder						
	Certificate of Eligibility Submitted			Yes		Yes	
	Bidder's Preference Received						
	Responsive Bidder						
	Responsible Bidder						
	Engineer's Estimate: $3,500,000.00						

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:

For possible action to approve award of Bid No. 15.53541.03-TB, Water Pollution Control Facility Reuse Transfer Pumps Station and Capacity Enhancement Project, located at 6005 East Vegas Valley Drive and the construction conflicts and contingency reserve set by Finance - Department of Public Works - Award recommended to: MMC, INC. ($1,259,222 - Sanitation Enterprise Fund) - County

Fiscal Impact

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

Amount: $1,259,222
Funding Source: Sanitation EF
Dept./Division: Public Works/Environmental

PURPOSE/BACKGROUND:

This project consists of but is not limited to the removal of existing reuse water transfer pumps, installation of new pumps, valves, piping, associated equipment, electrical and controls and installation of 1,000 linear feet or 24" reuse pipeline. MMC, Inc. is located in Las Vegas, Nevada.

PCC: T. Boyce
POC: Lane Waite - (702) 642-3332

RECOMMENDATION:

That City Council approve award of Bid No. 15.53541.03-TB, Water Pollution Control Facility Reuse Transfer Pumps Station and Capacity Enhancement Project to MMC, Inc. in the amount of $1,259,222 and approve the construction conflicts and contingency reserve of $125,922. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

Bid Abstract

CITY OF LAS VEGAS BID ABSTRACT

15.53541.03-TB WPCF Reuse Transfer Pumps Station & Capacity Enhancements Project

	MMC, Inc.	Acme Underground, Inc.
DESCRIPTION	**Lump Sum Amount**	Lump Sum Amount
BASE BID: All Work indicated in the Drawings and Specifications in accordance with the General Conditions of the Contract.	**$1,259,222.00**	$1,987,592.00
Total Base Bid Amount	**$1,259,222.00**	$1,987,592.00
% Greater than Lowest Responsive & Responsible Bidder		37%
Certificate of Eligibility Submitted	**Yes**	Yes
Bidder's Preference Received		
Responsive Bidder		
Responsible Bidder		
Architect Estimate: $1,285.000.00		

TO: David Mendenhall. Please review and approve recommended award to MMC, Inc. in the amount of $ 1,259,222.00.

Teresa M. Boyer — Purchasing & Contracts Representative — 4/16/2015 — Date

Quality Assurance Administrator — 4/16/15 — Date

David L. Mendenhall — Using Department Authorized Signature — 4/6/15 — Date

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
For possible action to approve award of Contract No. 150146-SK, Mutual Use Contract for Clark County Water Reclamation District (CCWRD) Bid for Ferric Chloride, an annual Requirements Contract for the Water Pollution Control Facility located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: KEMIRA WATER SOLUTIONS, INC. (Not-to-Exceed $2,500,000 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $2,500,000
Funding Source: Sanitation EF
Dept./Division: Public Works/Environmental

PURPOSE/BACKGROUND:
To purchase Ferric Chloride for use in the water treatment process as needed on an annual basis. Kemira Water Solutions was selected by CCWRD through a competitive bidding process. Kemira Water Solutions, Inc. is located in Lawrence, Kansas.

PCC: S. Kessler
POC: Christina (Addington) Imbrogno - (785) 842-7424

RECOMMENDATION:
That City Council approve award of Contract No. 150146-SK, Mutual Use Contract for Clark County Water Reclamation District (CCWRD) Bid for Ferric Chloride, an annual Requirements Contract to Kemira Water Solutions, Inc. in the not-to-exceed annual amount of $2,500,000 with four one-year options to renew. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Contract No. 150146-SK

MUTUAL USE CONTRACT

THIS Contract is made and entered into this _____ day of _____, 20___, by and between the CITY OF LAS VEGAS (herein the "City"), a municipal corporation within the State of Nevada, and Kemira Water Solutions, Inc. (herein the "Supplier"), a corporation organized and existing under the laws of the State of Kansas.

RECITALS

WHEREAS, the Supplier and Clark County Water Reclaimation District (herein "Originating Government Entity") have entered into that Contract dated October 20, 2014 (Bid No. 150011), which provides for Annual Requirement for Ferric Chloride (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 (2 pages), attached hereto and incorporated herein, and Exhibit "B" (66 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 to the extent that the same are incorporated herein as a part of this Contract.

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. 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. 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 Hall, Third Floor
495 South Main Street
Las Vegas, NV 89101
Fax: (702) 384-9964
Email: purchasing@lasvegasnevada.gov

FOR THE COMPANY:
Attn: Christina (Addington) Imbrogno
Kemira Water Solutions, Inc.
4321 W. 6th Street
Lawrence, KS 66049
Fax: (785) 842-2629
Email: kwsna.bids@kemira.com

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

8. The Supplier agrees to maintain the insurance coverages defined in Exhibit "A" for the term of this Contract. The Supplier further agrees to provide the City's authorized insurance representative, Insurance Tracking Services, Inc., with certificates of insurance evidencing the procurement of all coverages and endorsements, and naming the City as an additional insured, within ten (10) days after execution of this Contract by the City.

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 of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Supplier acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Supplier recognizes that if the Supplier or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Supplier in breach of contract and terminate Contract.

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 a Supplier shall constitute a material breach of this Contract

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

YOLANDA C. JONES, C.P.M., CPPO — Date
Manager, Purchasing and Contracts

Kemira Water Solutions, Inc.

3/13/15

Christina (Addington) Imbrogno, — Date
Customer Service Manager

ATTEST:

LUANN HOLMES, MMC — Date
Acting City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 2-24-15

Deputy City Attorney — Date

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 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

a) The Supplier shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

(i) Industrial/Workers' Compensation Insurance protecting the Supplier and the Owner from potential Supplier employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance to Insurance Tracking Services (ITS) issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Supplier is a sole proprietor, it will be required to submit an affidavit indicating that the Supplier 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 Supplier's agents assigned to the activities performed under this Contract in a policy limit of not less than $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate, for bodily injury, 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 Commercial General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Supplier's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

(iii) Commercial Automobile Liability Insurance of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Supplier and any auto used to the performance of services under this Contract. The policy must insure all vehicles **owned** by the Supplier and include coverage for **hired** and **non-owned** vehicles. The Supplier's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

b) Supplier must provide required insurance certificates and endorsements to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Supplier shall maintain coverage for the duration of this Contract, and any renewal periods, if applicable. The Supplier shall annually provide ITS with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. The Supplier and/or insurance carrier shall provide ITS with a 30 day

advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

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

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

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to ITS if so requested.

c) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The Owner requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Supplier, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the Owner.

d) All deductibles and self-insurance retentions shall be fully disclosed on the certificate of insurance. No deductible or self-insured retention may exceed $25,000.00 without the prior written approval of the Owner.

e) If the Supplier fails to carry the required insurance, the Owner may (i) order the Supplier to stop further performance hereunder, declare the Supplier in breach, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Supplier or charge the replacement insurance costs back to the Supplier.

f) Any subcontractor or sub-consultant approved by the Owner shall be required to procure, maintain and submit proof of insurance to the Owner of the same insurance requirements as specified above, and as required in this paragraph.

g) The Supplier is encouraged to purchase any additional insurance as it deems necessary.

h) The Supplier is required to remedy all injuries to persons and damage or loss to any property of the Owner, caused in whole or in part by the Supplier, its subcontractors or anyone employed, directed or supervised by the Supplier.

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 claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Supplier, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.

b) If a third party claim against the City for negligent performance by the Supplier is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Supplier what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Supplier under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Supplier, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

c) It is expressly agreed that the Supplier shall defend the City against the Liabilities and in the event that the Supplier fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Supplier.

EXHIBIT B - SUPPLIER CONTRACT

LIST OF DOCUMENTS

Title	Pages
CCWRD Document	67

Clark County
Water Reclamation
DISTRICT

October 15, 2014

SUBJECT: Addendum No. 1 for Chemical, Ferric Chloride

REFERENCE: Invitation to Bid (ITB) No. 150011

TO: All Prospective Bidders:

This Addendum is being issued for the following reasons:

• **To revise the above referenced solicitation as follows:**

1. Page 18, SECTION C – GENERAL TERMS AND CONDITIONS, ARTICLE 21.0 NON-ENDORSEMENT, has been revised to add the following Provision:

   21.2 The SUCCESSFUL BIDDER may not publish or sell any information from or about this Contract without the prior written consent of the DISTRICT. This restriction applies to the use of the DISTRICT'S name in a general list of customers as the DISTRICT prohibits the use of its name to represent an express or implied endorsement of the SUCCESSFUL BIDDER or its services.

   Remove Page 18 and replace with the attached Page 18 marked Revised – 10/15/14.

2. Page 29, SECTION E – SPECIFICATIONS/SCOPE OF WORK, ARTICLE 7.0 DELIVERIES, PROVISION 7.1 has been revised to read as following:

   7.1 Tanker truck deliveries of Ferric Chloride shall be made to the DISTRICT'S Flamingo Water Resource Facility, 6000 E. Rochelle Avenue, Las Vegas, NV 89122. The District will provide tank readings as necessary; it is incumbent upon the SUCCESSFUL BIDDER to maintain minimum levels of Ferric Chloride. The DISTRICTS current delivery schedule is approximately: One truck/tanker every three days including weekends, **which equates to approximately 0.82 loads/day or 25 loads/month on average.**

   Remove Page 29 and replace with the attached Page 29 marked Revised – 10/15/14.

3. Page 29, SECTION E – SPECIFICATIONS/SCOPE OF WORK, ARTICLE 7.0 DELIVERIES, has been revised to add the following Provision:

   7.4.9 Bill of Lading Number

   Remove Page 29 and replace with the attached Page 29 marked Revised – 10/15/14.

BOARD OF TRUSTEES
Lawrence L. Brown III, *Chair.* Steve Sisolak, *Vice Chair.*
Susan Brager. Tom Collins. Chris Giunchigliani. Mary Beth Scow. Lawrence Weekly.
Thomas A. Minwegen, *General Manager*

5857 East Flamingo Road, Las Vegas, Nevada 89122 (702) 668-8888, (800) 782-4324
cleanwaterteam.com

- **The following questions and Clark County Water Reclamation District (DISTRICT) responses are hereby incorporated and made a part of the ITB:**

1. Who is your current vendor and what is the current price?

Answer: Kemira Water Solutions; currently the DISTRICT is paying $577/DT (Dry Ton).

2. This pertains to Exhibit III – Reference Form wherein "Bidder must be able to demonstrate that they are currently providing and/or had at least one contract, as a prime contractor, in providing Goods/Services that are similar in size and scope to the requirement specified within this invitation to bid".

   Response: Assumption is that term, Goods/Services", means "Ferric Chloride (FeCl3)". However, term Goods/Services, creates ambiguity and should be replaced. Description throughout bid specification, such as stock inventory, production capacity, production process, specification, quality, etc. all specify "Ferric Chloride" and not "goods/services".

   Please replace Goods/Services with "Ferric Chloride (FeCl3)"?

Answer: Per ITB – 150011 DESCRIPTION: "Chemical, Ferric Chloride" as referenced on Page 1, as well as SECTION E – SPECIFICATIONS/SCOPE OF WORK Pages 26-31, the DISTRICT is seeking bids from Prospective Bidders who can provide Ferric Chloride that shall meet the minimum requirements as specified within this ITB. Moreover, each Prospective Bidder must be able to provide a minimum of one reference where they are currently providing and/or had at least one contract, as a prime contractor, in providing Ferric Chloride that is similar in size and scope to the requirement that are specified within this ITB.

3. This pertains to Exhibit III – Reference Form, wherein no geographic boundary is identified for qualifying a prospective supplier's primary Ferric Chloride customer(s). Should prospective supplier have a similarly sized Ferric Chloride contract thousands of miles from District that should not qualify under experience criteria?

   Please modify, "Prospective supplier's Ferric Chloride customer reference(s) are inclusive to West of Rockies delivery location?

Answer: The DISTRICT will accept Ferric Chloride BIDS from all interested entities, regardless of region/location.

4. This pertains to Section B and Initial Term wherein it states initial term begins with contract award.

   Please modify, Initial 1-year term of contract will commence no earlier than April 1, 2015?

Answer: The initial term of CONTRACT shall be from date of award for a period of one (1) year. The date of award is the date that the BOT approves the contract. The DISTRICT anticipates that the new contract for Ferric Chloride is tentatively scheduled to begin on or around April 1, 2015, which is subsequently to the current contract expiration date of March 31, 2015. However, per the DISTRICT'S current contract, the DISTRICT may elect to exercise the "Termination for Convenience" clause if it is determined that the new bid pricing is advantageous to the DISTRICT.

5. What does the bid mean when it says low bidder shall be required to submit chemical analysis by more than one manufacturer? What if the bidder is the manufacturer?

Answer: Please refer to ITB SECTION E – SPECIFICATIONS/SCOPE OF WORK, ARTICLE 4.0 ANALYSIS & SAMPLING, PROVISION 4.1.1; this is required to allow the apparent low responsive bidder the opportunity to still be considered for contract award just in case one of the proposed representative manufacture samples fails to meet the DISTRICT'S minimum requirements. If the apparent low responsive bidder is a manufacturer we will allow for them to provide a certified chemical analysis sample on their produced Ferric Chloride, with the understanding that if it is determined that their sole sample does not meet the DISTRICT'S minimum requirements, the DISTRICT will deem the apparent low responsive bidder as "Non-Responsible" and "Non-Susceptible" for contract award and the DISTRICT will move on to the next lowest responsive bidder.

* **NO ADDITIONAL QUESTIONS WILL BE ACCEPTED AS IT PERTAINS TO THIS ITB.**

When issued, this Addendum shall automatically become a part of the solicitation documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Addendum. All revisions, responses, and answers incorporated into this Addendum are collaboratively from both the DISTRICT Purchasing Solutions Division and the applicable End-User Department. It is the responsibility of the bidder to ensure that he/she has obtained all such Addendum(s). By submitting a bid on this project, bidders shall be deemed to have received all Addendum(s) and to have incorporated them into this ITB.

If you have any questions or if further clarification is needed regarding this ITB, please contact me.

Douglas Moore

Douglas Moore
Purchasing Analyst
702-668-8094
E-mail: dmoore@cleanwaterteam.com

Attached Revised Page(s): 18 and 29

END OF ADDENDUM 1

	CLARK COUNTY WATER RECLAMATION DISTRICT **NOTICE OF INVITATION TO BID (ITB)** **SOLICITATION NO.: 150011**	**PROCUREMENT SOLUTIONS SECTION** 5857 E. Flamingo Rd. Las Vegas, Nevada 89122 702-668-8090

DESCRIPTION: **Chemical, Ferric Chloride**

SOLICITATION DUE DATE/TIME: **October 23, 2014 at 3:00:00 P.M., PST**

SUBMITTAL LOCATION: **Clark County Water Reclamation District**
Attn: Procurement Solutions Section
5857 E. Flamingo Rd.
Las Vegas, Nevada 89122

COMMODITY CATEGORY: **Chemicals, Ferric Chloride**

	Date	*Time*	*Location*
NO PRE-BID CONFERENCE:	**NONE**	**NONE**	**NONE**

In accordance with Nevada Revised Statutes (NRS) § Chapter 332, competitive sealed Bids for the goods or services specified will be received by the Clark County Water Reclamation District (DISTRICT), Procurement Solutions Section, Attn: Douglas Moore at the above specified location, until the time and date cited. All *BID(S)* must be received and in the actual possession of the DISTRICT Accounting Department on or prior to the time and date, and at the location specified above. Late offers will not be considered.

All *BID(S)* must be submitted in a sealed envelope or package with the Solicitation Number, Description and the Bidder's name and address clearly indicated on the envelope or package. All *BID(S)* must be completed in ink or typewritten. Additional instructions for preparing a Bid are included within this Solicitation.

ALL BIDDERS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Designated Contact Person:
Douglas Moore
Name

dmoore@cleanwaterteam.com
E-Mail Address

702-668-8094
Telephone Number

October 9, 2014
Date

ORIGINAL

SECTION A - SPECIAL INSTRUCTIONS TO BIDDER(S)
SOLICITATION NO. ITB-150011

CONFIRMATION/RECEIPT FORM

All prospective Bidder(s) interested in this Invitation to Bid, shall immediately upon receipt e-mail this confirmation form to the "Designated Contact Person" referenced on page one (1) of this ITB document.

Failure to do so mean the prospective Bidder is not interested in the solicitation and does not want any associated addenda e-mailed.

PROSPECTIVE BIDDER ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

SOLICTATION NO. 150011 BID PAGES: 50

DESCRIPTION: Chemical, Ferric Chloride

BIDDER MUST COMPLETE THE FOLLOWING INFORMATION (TYPE OR PRINT CLEARLY):

Company Name: Kemira Water Solutions, Inc.
Company Address: 4321 W. 6th Street
City / State / Zip: Lawrence, KS 66049
Name / Title: Shelly Hiatt, Bid Assistant
Area Code/Phone Number: (785) 842-7424
Area Code/Fax Number: (785) 842-2629
Email Address: Kwsna.bids@Kemira.com

Please indicate the method you used to obtain this Bid Document:

_____ Internet _____Plan Room _____E-mail _____Newspaper _____DemandStar

UPON RECEIPT IMMEDIATELY E-MAIL THIS CONFIRMATION FORM TO THE "DESIGNATED CONTACT PERSON" REFERENCED ON PAGE ONE (1) OF THIS ITB DOCUMENT

SECTION A - SPECIAL INSTRUCTIONS TO BIDDER(S)
SOLICITATION NO. ITB-150011

HELPFUL BID INFORMATION

DID YOU KNOW THAT IMPORTANT INFORMATION RELATED TO THE PURCHASING PROCESS AT CLARK COUNTY WATER RECLAIMATION DISTRICT IS AVAILABLE 24-HOURS A DAY, 7 DAYS A WEEK? HERE'S WHERE YOU CAN FIND THIS VALUABLE INFORMATION:

INTERNET



All Clark County Water Reclamation Districts solicitations are now posted on the Internet at http://www.cleanwaterteam.com/bid/index.html , as well as other important and useful purchasing related information. The solicitations are listed under **"District Bid Opportunities."** To locate a specific solicitation, click on the "Active ITB/RFP Opportunities" listed under "Commodities & Services" and browse the list by **Number and/or Title.** You can then click on the selected solicitation **Number**, which will take you to a **Details Page, containing Project Information and links to all Project Related Documents,** with the exception of Construction Specifications and Drawings, which must be obtained directly from the Engineering Firm listed on the information sheet for the solicitation.

PREBID CONFERENCE ATTENDANCE

WE WANT YOU!



You have received this "Invitation to Bid" with the anticipation of doing business with Clark County Water Reclamation District. You are encouraged to attend the prebid conference, if one is offered; because it gives you the opportunity to ask questions you may have regarding the bid document, the bid requirements, and the bidding process. At the prebid conference, the entire bid document is reviewed and questions from the attendees are answered.

*** Some prebid conferences have a mandatory attendance requirement; please review the bid document carefully.**

The date and time of the prebid conference (if applicable) is provided for on the cover page of the bid document. SEE YOU THERE !

NEED ASSISTANCE?



The Clark County Business Development Division works with the Purchasing and Contracts Division to expand the economic prospects of all disadvantaged groups in the business community, and promotes full and open competition in all purchasing activities. If you have questions concerning how to prepare a bid, information that is available to you or you would like to discuss business opportunities within Clark County Water Reclamation District, please contact Procurement Solutions Section, at telephone number (702) 668-8090.

SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)
SOLICITATION NO. ITB-150011

1.0 INTENT OF INVITATION TO BID (ITB):

1.1 In accordance with the terms and conditions provided in this bid document, it is the intent of this formal Invitation to Bid (ITB) to receive bids from qualified Bidders for the items specified in this document.

2.0 DEFINITIONS:

2.1 **Addendum:** A written document issued by DISTRICT, via the Procurement Solutions Section, prior to the submission of bids which modifies or clarifies the Bidding Documents by additions, deletions, clarifications, or corrections.

2.2 **Bid (Bidder):** An offer, in response to a solicitation by DISTRICT, to supply goods and/or services at a specific price and within a specified time period.

2.3 **Bid (DISTRICT):** A competitive solicitation by DISTRICT to procure goods and/or services in accordance with Nevada Revised Statutes (NRS) 332.

2.4 **Bid Form:** Standard printed (pricing sheet) form given to Bidders that must be completed and submitted back to DISTRICT with the Bid Packet, in correct format and sequence.

2.5. **Bid Packet:** ITB Exhibits, Bid Security (if required), and all other pertinent information requested for submittal.

2.6 **Bidder(s):** A supplier who submits a bid to DISTRICT.

2.7 **Bidding Documents:** May include but are not limited to, the Invitation to Bid, Uniform Instructions to Bidders, General Terms and Conditions, Special Terms and Conditions, Technical Specifications/Scope of Work, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of bids, as applicable.

2.8 **BOT:** The Clark County Water Reclamation Board of Trustees.

2.9 **CONTRACT:** Contract documents include the ITB Documents (Offer & Acceptance Form, Uniform Instructions to Bidders, General Terms and Conditions, Special Terms and Conditions, Specifications/Scope of Work), Addenda(s), SUCCESSFUL BIDDER'S Bid Form (Pricing Sheet), SUCCESSFUL BIDDER'S bonds (if applicable), Insurance and Notice of Award letter.

2.10 **DISTRICT:** The term used throughout these documents to mean Clark County Water Reclamation District and/or any other Governmental Entity that elects to join this contract per Nevada Revised Statutes 332.195.

2.11 **F.O.B. Destination:** Designates the seller will pay shipping cost and remain responsible for the goods until the buyer takes possession.

2.12 **Governing Body:** Used throughout these documents to mean the Clark County Water Reclamation Board of Trustees.

2.13 **Lot:** A group of items similar in nature and bought individually, all items in a lot must be bid on to be a responsible bidder considered for award.

2.14 **Nevada Revised Statutes (NRS):** The current codified laws of the State of Nevada. Nevada law consists of the Constitution of Nevada (the state constitution) and Nevada Revised Statutes. The Nevada Supreme Court interprets the law and constitution of Nevada.

2.15 **No Substitute:** Means there is only one brand name product that is acceptable to perform the function required by the using department.

SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)
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2.16 **Purchasing Administrator:** The Clark County Water Reclamation District Purchasing Administrator or their designee responsible for the Procurement Solutions Section.

2.17 **Purchase Order:** The formal authorization by DISTRICT for seller to provide goods and/or services to DISTRICT. The formal CONTRACT takes precedence over any conflicting terms and conditions contained in the purchase order.

2.18 **Repair:** Corrective actions required to ensure proper operation of existing equipment, up to and including replacing of said equipment.

2.19 **SUCCESSFUL BIDDER:** Bidder who is the lowest responsive, responsible and/or best Bidder, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.

2.20 **Rural:** Clark County has towns outside of the urban valley which include, but are not limited to: Laughlin, Moapa Valley, Searchlight, Overton, and Indian Springs.

2.21 **Service Call:** To include all applicable services as it pertains to work/task orders requested by the DISTRICT. Service shall also include after-hours call outs as required by DISTRICT.

2.22 **SUCCESSFUL BIDDER:** Bidder who is the lowest responsive, responsible and/or best Bidder, to whom the Governing Body or the authorized representative has authorized the award of the CONTRACT.

2.23 **Urban:** This includes the contiguous urban Las Vegas Valley.

3.0 DESIGNATED CONTACTS:

3.1 For questions pertaining to this ITB, please contact the "Designated Contact Person" referenced on page one (1) of this ITB document (E-mail Preferred).

4.0 CONTACT WITH DISTRICT DURING BIDDING PROCESS:

4.1 Communication between a Bidder and a member of the BOT, or between a Bidder and a non-designated DISTRICT contact, regarding this bid is prohibited from the time the bid is advertised until the bid is recommended for award of a contract. Questions pertaining to this Invitation to Bid shall be addressed to the designated contact(s) specified above. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in its bid being rejected.

5.0 PREBID CONFERENCE:

5.1 There will be "NO" Pre-Bid Conference scheduled for this ITB. Please e-mail all questions to the "Designated Contact Person" referenced on page one (1) of this ITB document. The DISTRICT will not accept any additional questions after **Tuesday, October 14, 2014 at 2:00 P.M., PST.**

6.0 ADDENDA AND INTERPRETATIONS:

6.1 If it becomes necessary to revise any part of this bid, a written Addendum will be issued by DISTRICT. DISTRICT shall not be bound by any oral representations, clarifications, or changes made in the written requirements and/or specifications by DISTRICT'S employees, unless such clarification or change is provided by the DISTRICT in written addendum form from the Procurement Solutions Section.

6.2 Bidder(s) shall take no advantage of any apparent error or omission in the ITB Document. In the event Bidder(s) discover such an error or omission, they shall immediately notify DISTRICT. DISTRICT will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the ITB Document through the issuance of an Addendum.

6.3 All requests for additional information, clarifications and questions pertaining to this ITB should be e-mailed to the "Designated Contact Person" referenced on page one (1) of this ITB document. The DISTRICT will not accept any

SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)
SOLICITATION NO. ITB-150011

additional questions after **Tuesday, October 14, 2014 at 2:00 P.M., PST.** The DISTRICT shall provide written response to all questions received in writing before the ITB submittal deadline. Questions received from all Prospective Bidders(s) shall be answered in writing via Addendum and e-mailed to all prospective Bidder(s) who are listed as having obtained a copy of the ITB, per the Confirmation/Receipt form attached within the Special Instructions to Bidder(s), Section "A" of this ITB document. Addenda shall also be made available via Clark County Water Reclamation District website at www.cleanwaterteam.com/bid.

6.4 Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued. Bidder shall acknowledge receipt of each Addendum by completing the **Addendum Acknowledgement Form (Exhibit II)** provided within this ITB document. Failure to acknowledge receipt of all addenda may result in rejection of bid.

7.0 DOCUMENT REVIEW:

7.1 Bidders may visit Clark County Water Reclamation District, during normal business hours, to review any current ITB document. This information is available for review provided the contents of the document have not been deemed confidential or proprietary as defined in the "Public Records" clause in the General Terms and Conditions, Section "C" of this ITB document. Bids submitted in response to this ITB may be reviewed by the public after issuance of the Notice of Intent to Award (NOIA) and after the DISTRICT has conducted its review/evaluation of all bids received. To review bid(s) submitted, an appointment must be made in advance to ensure that full consideration will be provided. Please contact the "Designated Contact Person" referenced on page one (1) of this ITB document to schedule an appointment. To obtain a copy of the bids submitted in response to this ITB, bidders will be required to fill out a Public Records Request Form which can be obtained by contacting the designated contact person referenced on page one (1) of this ITB document.

8.0 PREPARATION OF BID FORM:

8.1 Bid pricing must be submitted on **Bid Form (Pricing Sheet) (Exhibit VI)** provided in this ITB document. **All figures must be written in ink or typed**. Figures written in pencil or containing erasures are not acceptable and may be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the bid form.

8.2 In the event there are unit price bid items provided in the Bid Form, and the total indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the total will be corrected accordingly. Mathematical errors in the Bid shall be corrected by DISTRICT. If there is no cost for a unit price, the Bidder **MUST** enter "0" or write the words "NO COST".

9.0 BID DOCUMENTS NECESSARY FOR SUBMITTAL:

9.1 Bid Submittal Packet, shall consist of all required exhibits as referenced in the Minimum Bid Packet Content Requirements, Section "F" of this ITB document. Each completed "Exhibit" referenced within this ITB document shall be included within the bid packet. These documents, together, comprise a final/complete bid packet. Omission of, or failure to complete, any portion of the required documents at the time of bid opening may be cause to reject the entire bid.

10.0 SUBCONTRACTOR INFORMATION:

10.1 Bidders shall submit with their bids a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE) and Nevada Business Enterprise (NBE) subcontractors for CONTRACT utilizing the **Subcontractor Information Form (Exhibit V)** provided within this ITB document. The business designations information provided in **Subcontractor Information Form (Exhibit V)** by Bidder is for DISTRICT'S information only.

11.0 RESERVED:

12.0 DESCRIPTIVE LITERATURE:

12.1 Bidder may be requested to provide the latest printed specifications and advertising literature on the product(s)

SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)
SOLICITATION NO. ITB-150011

offered on its Bid Packet.

13.0 PRODUCTS:

13.1 New Product:

13.1.1 SUCCESSFUL BIDDER shall guarantee that the product provided to DISTRICT shall be new, and of the latest and most improved model of current production, and shall be of first quality as to workmanship and materials used in said units.

13.1.2 A new product is defined as a product that is made up completely of unused, genuine, original parts. The product shall not have been operated for any purpose other than routine operational testing. A demonstrator product does not meet this definition and is not acceptable.

14.0 BRAND NAMES "OR EQUAL":

14.1 Whenever, in this ITB, any particular materials, process, and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process, and/or equipment desired and will be deemed to be followed by the words, "or equal." Proof satisfactory to DISTRICT must be provided by SUCCESSFUL BIDDER to show that the alternative product is, in fact, equal to the product required in the specifications.

15.0 SUBSTITUTIONS:

15.1 Specifications are intended to show kind and quality required, and is not intended to be restrictive. **Additional bids that are equal to, or exceed the requirements stated in this document are invited.** Bidders desiring to submit more than one bid for items other than those specified shall observe the following procedure:

15.1.1 Submit with the bid complete manufacturer's brochures of the actual items being offered, including pictures and/or dimensional drawings.

15.1.2 Proof, satisfactory to DISTRICT, must be provided by Bidder to show that the product is equal to, or exceeds the bid specifications in design and performance.

15.1.3 Equivalent items may be subject to performance testing.

16.0 TEST MODELS:

16.1 DISTRICT may request, at no cost to DISTRICT, that the apparent low Bidder provide a test model of the product offered. The performance, characteristics and components of the model submitted for inspection and testing shall be considered a representative model of the product proposed and intended for delivery. Any product tested and found not meeting the minimum requirements of these specifications will not be considered for award of this bid.

17.0 RESERVED:

18.0 ORDER QUANTITIES AND UNIT PRICING:

18.1 Unit pricing for the items listed in this bid shall be reflective of the unit of measure of "each". This bid expressly prohibits "minimum order quantity" practices. All invoices shall reflect the pricing for the exact quantities received.

19.0 BALANCE OF LINE DISCOUNT DEFINED:

19.1 The Balance of Line Discount shall be used to establish prices for future unidentified requirements and to set pricing for items that may either be replaced with newer models or developed during the term of CONTRACT. Where indicated in the bid documents, Bidder shall include the percentage discount from the manufacturer's published price list(s). All percentage discounts shall be F.O.B. destination and shall include all charges that may be imposed in fulfilling the terms of CONTRACT. The percentage discount shall remain firm for the duration of

SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)
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CONTRACT, but said price list(s) is subject to fluctuation in accordance with changes, as issued by the manufacturer. The price list(s) which is submitted with the bid must be current and in effect at the time of the bid opening. If more than one column of pricing is published, Bidder shall indicate to which column the discount shall be applied. The Balance of Line Discount must be equal in value to the discount that is provided for all identified items. In the event that there are discrepancies in part numbers and descriptions or new requirements emerge, DISTRICT may use the discount to either clarify said discrepancies or utilize it for determining the basis of award.

20.0 DISCOUNT TERMS OF PAYMENT:

20.1 Terms of payment, as listed on the **Bid Form (Pricing Sheet) (Exhibit VI)**, shall be defined as the amount of discount offered by Bidder to DISTRICT if payment is made within a specified time frame.

20.1.1 Examples:

20.1.2 Terms of Payment: 2%, Net thirty (30) Calendar Days.

20.1.3 A 2% payment discount will be deducted from the purchase price if the invoice is paid within thirty (30) calendar days of receipt of invoice or delivery of an acceptable product and/or service, whichever is later.

20.1.4 Terms of Payment: 0%, Net thirty (30) Calendar Days.

20.1.5 No payment discount is offered and payment is due within thirty (30) calendar days of receipt of invoice or delivery of an acceptable product and/or service, whichever is later.

20.2 **No prompt payment discount will be considered by DISTRICT in the bid evaluation process unless the discount period offered by Bidder is thirty (30) calendar days or more.**

21.0 ADDITIONAL BIDS:

21.1 Bidders may submit more than one bid as long as all such bids comply with, or exceed, the bid terms, conditions and specifications.

22.0 DEVIATIONS TO TERMS AND CONDITIONS:

22.1 Any additional agreements, terms, conditions, or exceptions to the bid requirements that are submitted with Bidder's complete/final Bid Packet may be considered substantial deviations from the bid requirements and be cause for rejection.

23.0 DURATION OF OFFER:

23.1 All offers (bids) submitted in association with this ITB shall be considered firm offers for a period of ninety (90) calendar days after the date of bid opening in order to allow DISTRICT to evaluate and consider award, unless the offer is further extended in writing and agreed upon by both parties.

24.0 RESERVED:

25.0 BIDDER'S REPRESENTATION:

25.1 **Each Bidder by submitting their Bid represents that:**

25.1.1 Bidder has read and understands the Bidding Documents and asserts that its bid is made in accordance therewith and shall be considered a firm offer for a period of ninety (90) calendar days following the opening of bids. The Bidder's offer may expire at the end of the ninety (90) calendar day period.

25.1.2 Bidder has visited or has knowledge of the project site and is familiar with the local conditions under which the work is to be performed.

SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)
SOLICITATION NO. ITB-150011

25.1.3 **Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued; Bidder shall acknowledge receipt of each Addendum by completing the Addendum Acknowledgement Form (Exhibit II) provided within this ITB document. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.**

26.0 SUBMISSION OF BIDS:

26.1 All bids must be submitted in a sealed envelope plainly marked with the name and address of Bidder and the ITB number and description as referenced on page one (1) of this ITB document. Bidders are requested to submit one (1) Original signed Bid Packet, and one (1) Electronic CD and/or Electronic USB Flash Drive, which shall contain a scanned copy of the complete/final, signed Bid Packet. The required documents that comprise a complete Bid Packet are referenced within the **Minimum Bid Packet Content Requirements within Section "F"** of this ITB document. No responsibility will attach to DISTRICT, or any official or employee thereof, for the pre-opening of, post opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped after the designated "Due Date and Time" referenced on page one (1) of this ITB document and/or as subsequently modified via issued Addendum will be based upon the time clock at the Clark County Water Reclamation District Customer Service desk will be accepted, recorded as late, shall remain unopened and be formally rejected and returned to the Bidder once an award is made. FAXED AND/OR E-MAILED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

26.2 All Bids shall be delivered and/or mailed to the following address prior to the designated "Due Date and Time" referenced on page one (1) of this ITB document and/or as subsequently modified via issued Addendum:

26.2.1 Clark County Water Reclamation District
Attn: Douglas Moore
Procurement Solutions Section
5857 East Flamingo Road
Las Vegas, Nevada 89122

26.3 **Regardless of the method used for delivery, Bidder shall be wholly responsible for the timely delivery of its bid.**

26.4 **Any bids submitted via a third party courier must be sealed in a separate envelope from courier's packaging to allow for proper recording of receipt.** Every attempt should be made by bidders to ensure that the courier's packaging is properly marked to avoid the pre-opening of, post opening of, or failure to open the submitted bid.

26.5 **Bidders and other interested parties are invited to attend the bid opening.**

27.0 COST TO PREPARE AND SUBMIT RESPONSE:

27.1 All costs incurred in the preparation and submission of responses to this ITB shall be the responsibility of the Bidder.

28.0 WITHDRAWAL OF BID:

28.1 Before Bid Opening

28.1.1 Bidders may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the "Designated Contact Person" referenced on page one (1) of this ITB document, in writing, or a bid release form has been properly completed and submitted to the Procurement Solutions Section. Withdrawn bids must be re-submitted and time-stamped in accordance with this bid document in order to be accepted.

28.2 After the Bid Opening

28.2.1 All responsive and responsible bids received are considered firm offers for a period of ninety (90) calendar days.

SECTION B - UNIFORM INSTRUCTIONS TO BIDDER(S)
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Bidder's offer will expire after ninety (90) calendar days unless the offer is further extended in writing by Bidder and agreed upon by both parties. If Bidder intended for award requests that its bid be withdrawn, that Bidder may be deemed non-responsible if responding to future ITBs or may be required to forfeit its bid bond (if applicable).

29.0 LOWEST RESPONSIVE AND RESPONSIBLE BIDDER:

29.1 All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may be judged on all or some of the following factors: price, conformity to specifications, facilities and equipment, availability of repair parts, experience, terms of payment, qualifications, past performance, performance or delivery dates, quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of CONTRACT, and other objective and accountable factors which are reasonable. DISTRICT has the option to accept additional promotional specials, discounts and/or trade-in allowances offered by SUCCESSFUL BIDDER during the term of CONTRACT but these offers will not be part of the determination for award of this bid unless otherwise specified.

29.2 In accordance with NRS 332.065.3, DISTRICT may re-award CONTRACT if SUCCESSFUL BIDDER is found to be in breach of contract. Re-awarding the CONTRACT by DISTRICT is not a waiver of any liability of the initial Bidder awarded CONTRACT.

30.0 REJECTION OF BID:

30.1 DISTRICT reserves the right to reject any and all bids received by reason of this request. DISTRICT reserves the right to waive any minor informality or irregularity.

31.0 DISQUALIFICATION OF BIDDERS:

31.1 Bidders may be disqualified and their bids may be rejected for any of, but not limited to, the following causes:

31.1.1 Failure to use the specified Bid Form furnished by DISTRICT.

31.1.2 Lack of signature by an authorized representative.

31.1.3 Failure to properly complete the Bid Form.

31.1.4 Evidence of collusion among Bidders.

31.1.5 Unauthorized alteration to content of the Bid Form.

31.1.6 Failure to acknowledge all addenda issued.

32.0 TIE-BIDS:

32.1 A tie-bid is defined as an instance where bids are received from two (2) or more Bidders who are the low Bidders, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid, and DISTRICT can justify awarding to Bidder with the lowest responsive and responsible bid.

32.2 The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw in accordance with the Method of Award clause (Provision 34.0) within the Uniform Instruction to Bidders, Section "B". When a drawing is necessary, Bidder(s) involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

33.0 PROTESTS:

33.1 Any Bidder who submits a bid and is allegedly aggrieved in connection with this solicitation or award of CONTRACT may protest. The letter of protest must, at a minimum, contain a written statement setting forth with

specificity the reasons the person filing the notice believes that the applicable provisions of the law were violated and be accompanied by required bond. The protest must be submitted in writing to the Purchasing Administrator, within five (5) business days after the Notice of Intent to award a contract is issued by the District or authorized representative. If a written protest is received within the time frame specified and is not resolved by mutual agreement, the Purchasing Administrator will issue a decision in writing to the protestor. Within three (3) business days of receipt of the decision, a protestor MUST submit to the Purchasing Administrator its written notice of intent to appeal the decision to the BOT. The Purchasing Administrator or their designee will notify the protestor of the date they may appear to present their appeal to the BOT. Protestor MUST submit to the Purchasing Administrator fifteen (15) copies of any documents protestor intends to present to the BOT and all documents MUST be submitted ten (10) calendar days prior to the BOT meeting. The decision of the BOT will be final. The BOT is not required to consider protests unless this procedure is followed.

33.2 Bidder filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashiers check, money order or certified check, to DISTRICT who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:

33.2.1 25% of the total value of the bid submitted by Bidder filing the notice of protest; or

33.2.2 $250,000

33.3 The notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of CONTRACT until the BOT makes a determination on the protest.

33.4 A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the BOT has made a determination on the protest and awards CONTRACT.

33.5 Neither the BOT nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files the protest pursuant to this section.

33.6 If the protest is upheld by the BOT, the bond posted or other security submitted with the notice of protest must be returned to Bidder who posted the bond or submitted the security. If the protest is rejected by the BOT, DISTRICT may make a claim against the bond or other security in an equal amount to the expenses incurred by DISTRICT because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

34.0 METHOD OF AWARD:

34.1 Award will be made to the lowest responsive and responsible Bidder in aggregate, contingent upon the submission of all requested documents after award within the timelines specified, unless an extension is approved by DISTRICT. Award of bid may require BOT approval. Bidders must bid on all items to be considered responsive. If a Bidder selects a "No Bid" option on any of the items specified within a specific line item, their bid will be deemed non-responsive.

35.0 NOTICE OF AWARD:

35.1 Award of this bid will be by the issuance of a purchase order. CONTRACT shall include the ITB Documents (Offer & Acceptance Form, Uniform Instructions to Bidders, General Terms and Conditions, Special Terms and Conditions, Specifications/Scope of Work), Addenda(s), SUCCESSFUL BIDDER'S Bid Form (Pricing Sheet), SUCCESSFUL BIDDER'S bonds (if applicable), Insurance and Notice of Award letter.

36.0 AUTHORIZED REPRESENTATIVE:

36.1 The individual signing the Official Bid Offer and Acceptance Form (Exhibit I) provided within this ITB document, upon request by the DISTRICT shall submit written evidence that they have the authority to bind their company in matters relating to this bid. A corporate resolution, power-of-attorney, or other appropriate authorizing documents

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are suitable proof of this authority. Failure to provide suitable proof of authority may be cause for rejection of bid.

37.0 INITIAL TERM:

37.1 The initial term of CONTRACT shall be from date of award for a period of one (1) year.

38.0 CONTRACT RENEWAL:

38.1 Upon expiration of the Initial Term, and so long as the DISTRICT appropriates funds to this CONTRACT, the CONTRACT will be automatically renewed for four successive one-year terms under the same terms and conditions. If the DISTRICT'S User Department elects not to renew this CONTRACT, the DISTRICT Purchasing Administrator or designee shall notify Successful Bidder in writing of non-renewal at least 30 days before the expiration of the then current term.

39.0 CONTRACT EXTENSION:

39.1 DISTRICT reserves the option to temporarily extend CONTRACT for up to ninety (90) calendar days from its expiration date for any reason, as long as the total contract term does not exceed a period of five (5) years. The current contract pricing shall remain in effect through the contract extension period.

39.2 The extension must be in writing from the DISTRICT but does not require amendment of this CONTRACT.

40.0 INSURANCE:

40.1 SUCCESSFUL BIDDER shall carry Commercial General Liability, Automobile Liability and Pollution Liability Insurance, in the amount of no less than $1,000,000 per occurrence, $2,000,000 aggregate during the term of CONTRACT.

40.2 SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, unless SUCCESSFUL BIDDER is a Sole Proprietor and shall be required to submit an **Affidavit (Only Required for Sole Proprietor) Attachment "B"** of this ITB document, indicating that it has not elected to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

40.3 SUCCESSFUL BIDDER shall include the cost of the insurance coverages in its bid price(s). SUCCESSFUL BIDDER shall provide DISTRICT with proof of insurance as specified within ten (10) calendar days after DISTRICT request.

40.4 SUCCESSFUL BIDDER shall obtain and maintain the insurance coverages required in the **Insurance Requirements Attachment "A"** of this ITB document, to be incorporated herein by this reference. SUCCESSFUL BIDDER shall comply with the terms and conditions set forth in the **Insurance Requirements Attachment "A"** of this ITB document. All Bidders shall include the cost of the insurance coverages in their bid price(s).

41.0 FAILURE TO MAINTAIN COVERAGE:

41.1 If SUCCESSFUL BIDDER fails to maintain any of the insurance coverages required herein, DISTRICT may withhold payment, order SUCCESSFUL BIDDER to stop the work, declare SUCCESSFUL BIDDER in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. DISTRICT may collect any replacement insurance costs or premium payments made from SUCCESSFUL BIDDER or deduct the amount paid from any sums due SUCCESSFUL BIDDER under CONTRACT.

42.0 ADDITIONS & DELETIONS:

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42.1 The DISTRICT, by written notice from the DISTRICT Purchasing Administrator or designee to the SUCCESSFUL BIDDER, at any time during the term of this contract, may add or delete like or similar equipment, supplies, locations and/or services to the list of equipment, supplies, locations, and/or services to be provided. Any such written notice shall take effect on the date stated in the notice from the DISTRICT. Similar equipment, supplies, services, or locations added to the contract shall be in accordance with the contract specification/scope of services, and the charges or rates for items added shall be the same as specified in the **Bid Form (Pricing Sheet) (Exhibit VI)**. In the event additional equipment, supplies, locations and/or services are not identical to the item(s) already awarded, the charges therefore will then be charged to the DISTRICT at the Successful Bidder's normal and/or customary charges and/or rates for the equipment, supplies, locations and/or services, which shall be similar to the overall classification of the ITB's intent if such rates are found to be fair and reasonable.

43.0 PRICE ADJUSTMENT REQUESTS:

43.1 Commencing on contract award date, prices shall not be subject to change during the initial first year term; thereafter, there may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least thirty (30) calendar days in advance of the annual contract term date to the Clark County Water Reclamation District, Purchasing Administrator and/or designee at 5857 East Flamingo Road, Las Vegas, Nevada 89122. Price increases shall not be retroactive. A price adjustment can only occur if SUCCESSFUL BIDDER has been notified in writing of DISTRICT'S approval of the new Price(s). Only one written price adjustment request(s) shall be accepted from SUCCESSFUL BIDDER annually.

43.2 □ Suitable Proof:

43.2.1 The SUCCESSFUL BIDDER must submit suitable proof for their price adjustment request. Suitable proof may consist of Bureau of Labor Statistics Chemical and Allied Products Index (PPI) - Series ID No.WPU061, Letter from Manufacturer/ Distributor, and or other data that can be independently verified. The following Producer Price Indices (PPI) should be referenced in the SUCCESSFUL BIDDER's request:

43.2.2 The DISTRICT expects the SUCCESSFUL BIDDER to remain the most competitive supplier of goods covered by this Contract. If the DISTRICT determines that the SUCCESSFUL BIDDER'S price adjustment request is not the most competitive price, the DISTRICT reserves the right to terminate the Contract and re-award the Contract to the next low bidder without rebidding.

43.2.3 The DISTRICT shall receive the benefit of a price decrease to any line item at any time during the initial first year term and for any subsequent term(s) if the decrease exceeds (3) three percent of Contract price. If, at the point of exercising the price adjustment provision, suitable proof, as defined above, shows that the prices have decreased, and that SUCCESSFUL BIDDER has not passed the decrease on to DISTRICT in their price adjustment request, DISTRICT reserves the right to place SUCCESSFUL BIDDER in default, terminate Contract, and such actions will reflect adversely against SUCCESSFUL BIDDER in determining the responsibility and non-responsibility of SUCCESSFUL BIDDER in future opportunities.

43.2.4 Should drastic market conditions occur which dictate a significant price adjustment of any line item(s) during the term of Contract, DISTRICT may consider these adjustments in addition to the allowed annual adjustment, providing SUCCESSFUL BIDDER submits written documentation and suitable proof by line item to DISTRICT requesting permission and explaining in detail the unforeseen circumstances predicating the request to adjust pricing. Suitable proof shall be required as defined above. General industry correspondence with regards to market conditions are not suitable proof.

43.2.5 For any pricing adjustment request to be implemented, the percentage change must be greater than (3) three percent up or down. No other Price Adjustments will be allowed, including fuel surcharges.

44.0 STOCKS AND WAREHOUSE FACILITIES:

44.1 In order to receive bid award consideration, the BIDDER shall maintain sufficient stock(s) to fulfill normal DISTRICT requirements as set forth herein. BIDDER must demonstrate that he/she is able to secure all required product within a 24-hour period, and demonstrate access to sufficient production capacity to provide uninterrupted supply of FERRIC CHLORIDE during periods of peak usage.

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44.2 An inspection/site visit may be made by the DISTRICT to determine whether BIDDER actually has access to sufficient capacity and stock.

44.2.1 Adequate stock inventory and production capacity shall be considered a responsible factor in determining award. Adequate is defined as having, in stock, a storage capacity of two (2) weeks supply of FERRIC CHLORIDE for the locations supplied.

44.3 BIDDER must be able to demonstrate he/she is able to secure all required product within a 48 hour period.

45.0 PRE-PERFORMANCE CONFERENCE:

45.1 Subsequent to contract award, the SUCCESSFUL BIDDER shall be required to attend a pre-performance conference. The DISTRICT's assigned Project Manager or designee will host the pre-performance conference. The purpose of the pre-performance conference is for the SUCCESSFUL BIDDER to introduce his/her assigned Project Manager/Account Representative to the DISTRICT staff and for DISTRICT staff to introduce the primary contract representatives of the DISTRICT.

45.2 Items to be addressed at the conference shall include, but are not limited to, the following:

45.2.1 Start-up and phase-in and performance schedule

45.2.2 Contract administration

45.2.3 Facilities utilization

45.2.4 Channels of communication

45.2.5 Procedures to be used to ensure Successful Bidder can meet all the specified requirements of the CONTRACT.

45.0 STATE OF NEVADA LEGAL HOLIDAYS:

46.1 SUCCESSFUL BIDDER is advised that below there are ten (10) firm legal holidays and eleven (11) when December 31st falls on Friday.

46.1.1 Martin Luther King's Birthday

46.1.2 Presidents' Day

46.1.3 Memorial Day

46.1.4 Independence Day

46.1.5 Labor Day

46.1.6 Nevada Admission Day

46.1.7 Veteran's Day

46.1.8 Thanksgiving Day and the Friday After

46.1.9 Christmas Day

46.1.10 New Year's Day

46.2 SUCCESSFUL BIDDER is required to verify dates with DISTRICT'S representative prior to the commencement of work.

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1.0 ASSIGNMENT OF CONTRACTUAL RIGHTS:

1.1 SUCCESSFUL BIDDER will not assign, transfer, convey or otherwise dispose of CONTRACT or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of DISTRICT and any sureties.

2.0 AUDITS:

2.1 The performance of CONTRACT by SUCCESSFUL BIDDER is subject to review by DISTRICT to insure CONTRACT compliance. SUCCESSFUL BIDDER agrees to provide DISTRICT any and all information requested that relates to the performance of CONTRACT. All requests for information will be in writing to SUCCESSFUL BIDDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension or termination of CONTRACT.

3.0 AUTHORITY:

3.1 DISTRICT is bound only by DISTRICT agents acting within the actual scope of their authority. DISTRICT is not bound by actions of one who has apparent authority to act for DISTRICT. The acts of DISTRICT agents which exceed their contracting authority do not bind DISTRICT.

4.0 BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION:

4.1 Bids must contain sufficient information to be evaluated without reference to any confidential or proprietary information. In accordance with NRS 239.010, Bidders shall not include any information in their bid that they would not want to be released to the public. Any bid submitted that is marked "Confidential" or "Proprietary", or that contains materials so marked, may be returned to Bidder and may not be considered for award.

5.0 CLARK COUNTY WATER RECLAMATION DISTRICT'S PROPERTY:

5.1 All property owned by DISTRICT and furnished to SUCCESSFUL BIDDER for the purpose of performance under this Bid will be identified and marked as DISTRICT'S property and adequately insured by SUCCESSFUL BIDDER for DISTRICT'S protection. In the event that DISTRICT'S property becomes lost or damaged to any extent while in SUCCESSFUL BIDDER'S possession from any cause, including faulty workmanship or negligent acts by SUCCESSFUL BIDDER, its agents or its employees, SUCCESSFUL BIDDER agrees to replace such property or reimburse DISTRICT for the value or expense of replacement, whichever is greater in accordance with DISTRICT request.

6.0 COLLUSION AND ADVANCE DISCLOSURES:

6.1 Pursuant to NRS 332.820 evidence of agreement or collusion among Bidders and prospective Bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidders void.

6.2 Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidders, in advance of the bid opening, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bids received in response to that particular request for bids.

7.0 CONSUMPTION ESTIMATES:

7.1 The quantities appearing in the **Bid Form (Pricing Sheet) Exhibit VI** are examples and approximate only and are prepared for the solicitation of bids. Payment to SUCCESSFUL BIDDER will be made only for the actual quantities of items furnished in accordance with the bid and it is understood that the scheduled quantities of items to be furnished may be increased, decreased or omitted without, in any way, invalidating bid prices.

8.0 CONTRACT AMENDMENTS:

8.1 Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public bidding, DISTRICT reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of SUCCESSFUL BIDDER'S obligations under CONTRACT, in whatever manner DISTRICT determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that, should any modifications to CONTRACT be made during CONTRACT term, a written amendment detailing those elements shall be executed by SUCCESSFUL BIDDER and the Purchasing Administrator or their designee.

9.0 DISCLOSURE OF OWNERSHIP / PRINCIPALS:

9.1 Any Bidder recommended for award of CONTRACT by the BOT is required to provide the information on the **Disclosure of Ownership/Principals Form (Exhibit VII)** provided within this ITB document. The **Disclosure of Ownership/Principals Form (Exhibit VII)** shall be submitted with the Bidders Bid Packet. Failure to fill out and submit the subject form by Bidders may be cause for rejection of the bid.

10.0 DRUG-FREE WORKPLACE:

10.1 SUCCESSFUL BIDDER agrees to comply with all applicable state and federal laws regarding a drug-free workplace. SUCCESSFUL BIDDER shall make a good faith effort to ensure that all of its employees, while working on DISTRICT property, will not purchase, use, be under the influence of, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

11.0 EMPLOYMENT OF UNAUTHORIZED ALIENS:

11.1 In accordance with the Immigration Reform and Control Act of 1986, SUCCESSFUL BIDDER agrees that it will not employ unauthorized aliens in the performance of CONTRACT.

12.0 FEDERAL, STATE, LOCAL LAWS:

12.1 All Bidders shall comply with all Federal, State and local laws relative to conducting business in Clark County. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

13.0 FISCAL FUNDING OUT:

13.1 DISTRICT reasonably believes that funds can be obtained sufficiently to make all payments during the term of CONTRACT. If DISTRICT does not allocate funds to continue the purchase of the product or service, in accordance with NRS 354.626, CONTRACT shall be terminated when appropriated funds expire.

14.0 FORCE MAJEURE:

14.1 SUCCESSFUL BIDDER shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. SUCCESSFUL BIDDER shall provide DISTRICT satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

15.0 GOVERNING LAW/VENUE OF ACTION [GOODS, SERVICES]:

15.1 CONTRACT shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

16.0 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS:

16.1 The bidding and CONTRACT documents include various divisions, sections, and conditions which are essential parts for the work to be provided by SUCCESSFUL BIDDER. A requirement occurring in one is as binding as

though occurring in all. They are intended to be complementary and to describe and provide for complete work. In case of discrepancy, the following precedence will govern:

16.1.1 Amendment(s)

16.1.2 General Terms and Conditions

16.1.3 Addenda

16.1.4 Uniform Instructions to Bidders

16.1.5 Federal Requirements (If Applicable)

16.1.6 Special Terms and Conditions

16.1.7 Technical Specifications/Scope of Work

17.0 INDEMNITY:

17.1 SUCCESSFUL BIDDER agrees, by entering into CONTRACT, regardless of the coverage provided by any insurance policy, to pay all costs necessary to indemnify, defend, and hold DISTRICT harmless from any and all claims, demands, actions, attorney's fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of SUCCESSFUL BIDDER or its principals, employees, subcontractors or other agents while performing services under CONTRACT. SUCCESSFUL BIDDER shall indemnify, defend, and hold harmless DISTRICT for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

18.0 INVOICING:

18.1 Invoicing for bid items are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within ninety (90) calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within thirty (30) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250 DISTRICT shall not provide payment on any invoice SUCCESSFUL BIDDER submits after six (6) months from the date SUCCESSFUL BIDDER provides goods, performs services, or provides deliverables or milestones.

18.2 All invoices should include the following information:

18.2.1 Company Name

18.2.2 Complete Address (including street, city, state, and zip code)

18.2.3 Telephone Number

18.2.4 Contact Person

18.2.5 Itemized description of products delivered (including quantities) or services rendered (including dates)

18.2.6 DISTRICT Purchase Order Number

18.2.7 Company's Tax Identification Number

18.2.8 Bid Number

18.2.9 Itemized pricing and total amount due (excluding Sales and Use Tax)

18.2.10 Percentage Discounts/ Payment Terms (if offered)

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18.2.11 Company's Invoice Number

18.3 SUCCESSFUL BIDDER is responsible to insure that all invoices submitted for payment are in strict accordance with the price(s) offered on the **Bid Form (Pricing Sheet) Exhibit VI.** If overcharges are found, DISTRICT may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

19.0 INVOICE AUDITS:

19.1 SUCCESSFUL BIDDER shall provide to DISTRICT, within ten (10) business days of DISTRICT'S request, a report to validate that the price(s) charged are in accordance with the price(s) offered on SUCCESSFUL BIDDER'S **Bid Form (Pricing Sheet) Exhibit VI.** The format of the report will depend on the pricing structure provided on the **Bid Form (Pricing Sheet) Exhibit VI.** The report shall be subject to review and approval by DISTRICT'S using department(s) and Internal Audit Department. Discrepancies found in the report will require SUCCESSFUL BIDDER to update the report no later than five (5) business days after notification by DISTRICT. In the event that SUCCESSFUL BIDDER undercharged DISTRICT, DISTRICT shall reimburse SUCCESSFUL BIDDER within ten (10) business days. In the event that SUCCESSFUL BIDDER overcharged DISTRICT, SUCCESSFUL BIDDER shall reimburse DISTRICT within ten (10) business days. If overcharges are found, DISTRICT may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible if responding to future invitations to bid.

20.0 NON-DISCRIMINATION:

20.1 The BOT is committed to promoting full and equal business opportunity for all persons doing business in Clark County. SUCCESSFUL BIDDER acknowledges that DISTRICT has an obligation to ensure that public funds are not used to subsidize private discrimination. SUCCESSFUL BIDDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, DISTRICT may declare SUCCESSFUL BIDDER in breach of contract, terminate CONTRACT, and designate SUCCESSFUL BIDDER as non-responsible.

21.0 NON-ENDORSEMENT:

21.1 As a result of the selection of SUCCESSFUL BIDDER to supply goods or services, DISTRICT is neither endorsing nor suggesting that SUCCESSFUL BIDDER'S service is the best or only solution. SUCCESSFUL BIDDER agrees to make no reference to DISTRICT in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of DISTRICT.

21.2 **The SUCCESSFUL BIDDER may not publish or sell any information from or about this Contract without the prior written consent of the DISTRICT. This restriction applies to the use of the DISTRICT'S name in a general list of customers as the DISTRICT prohibits the use of its name to represent an express or implied endorsement of the SUCCESSFUL BIDDER or its services.**

22.0 OUT OF STATE SUPPLIERS:

22.1 Out of state suppliers shall accept collect calls or provide a toll free telephone number for the placement of orders.

23.0 PARTIAL PAYMENTS:

23.1 Partial payment requests will be accepted only at the sole discretion of DISTRICT.

24.0 PATENT INDEMNITY:

24.1 SUCCESSFUL BIDDER hereby indemnifies and shall defend and hold harmless DISTRICT, its officers, employees, agents, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by DISTRICT, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under CONTRACT by SUCCESSFUL BIDDER, or out of the processes or actions employed by, or on behalf of SUCCESSFUL BIDDER in connection with the performance of CONTRACT. SUCCESSFUL BIDDER shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by DISTRICT; provided that DISTRICT or its construction manager shall have notified SUCCESSFUL BIDDER upon becoming aware of such claims or actions, and provided further that

SUCCESSFUL BIDDER'S aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by DISTRICT.

24.2 SUCCESSFUL BIDDER shall have the right, in order to avoid such claims or actions, to substitute at its expense non infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of CONTRACT.

25.0 PUBLIC RECORDS:

25.1 The DISTRICT is a public agency as defined by State Law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of DISTRICTs records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061 (2), a bid that requires negotiation or evaluation by the DISTRICT may not be disclosed until the bid is recommended for award of a contract.

26.0 PURCHASE ORDERS:

26.1 The Procurement Solutions Section will issue a purchase order(s) which will authorize SUCCESSFUL BIDDER to deliver and invoice for the product(s) or service(s) offered.

27.0 RIGHT OF INSPECTION AND REJECTION:

27.1 All goods and services purchased under this bid will be subject to inspections, tests and approval/acceptance by DISTRICT. It is acknowledged that many of the goods contained in closed packages may not be inspected until such time as they are used, and that the inspections and rejection rights will continue until those packages are opened and inspected, notwithstanding prior payment. If specifications or warranties are not met, material and equipment will be returned at SUCCESSFUL BIDDER'S expense. Nonconforming goods may be returned to SUCCESSFUL BIDDER freight collect at which time risk of loss will pass to SUCCESSFUL BIDDER upon DISTRICT'S delivery to common carrier or retrieved by SUCCESSFUL BIDDER at which time risk of loss will pass to SUCCESFUL BIDDER at time of retrieval.

28.0 SEVERABILITY:

28.1 If any terms or provisions of CONTRACT shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of CONTRACT shall remain in full force and effect.

29.0 SUBCONTRACTS:

29.1 Services specified in CONTRACT shall not be subcontracted by SUCCESSFUL BIDDER, without the written approval of OWNER. Approval by OWNER of SUCCESSFUL BIDDER'S request to subcontract or acceptance of or payment for subcontracted work by OWNER shall not in any way relieve SUCCESSFUL BIDDER of responsibility for the professional and technical accuracy and adequacy of the services performed. SUCCESSFUL BIDDER shall be and remain liable for all damages to OWNER caused by negligent performance or non-performance of services performed under CONTRACT by SUCCESSFUL BIDDER'S subcontractor.

30.0 SUBCONTRACTOR / INDEPENDENT CONTRACTOR:

30.1 SUCCESSFUL BIDDER represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. SUCCESSFUL BIDDER shall act as an independent SUCCESSFUL BIDDER and not as the agent of OWNER in performing CONTRACT. SUCCESSFUL BIDDER shall maintain complete control over its employees and all of its Subcontractors. Nothing contained in CONTRACT or any subcontract awarded by SUCCESSFUL BIDDER shall create any contractual relationship between any such Subcontractor and OWNER. SUCCESSFUL BIDDER shall perform all work in accordance with its own methods subject to compliance with CONTRACT.

SECTION C - GENERAL TERMS AND CONDITIONS
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31.0 SUSPENSION BY THE DISTRICT FOR CONVENIENCE:

31.1 DISTRICT may, without cause, order SUCCESSFUL BIDDER in writing to suspend, delay or interrupt the work in whole or in part for such period of time as DISTRICT may determine.

31.2 In the event DISTRICT suspends performance of SUCCESSFUL BIDDER for an aggregate period in excess of sixty (60) calendar days, SUCCESSFUL BIDDER shall be entitled to an equitable adjustment of the compensation payable to SUCCESSFUL BIDDER under this Bid to reimburse SUCCESSFUL BIDDER for additional costs occasioned as a result of such suspension of performance by DISTRICT. Equitable adjustment shall be based on appropriated funds and approval by DISTRICT.

31.3 No equitable adjustment will be made if performance is, was or would have been so suspended, delayed or interrupted by another cause for which SUCCESSFUL BIDDER is responsible.

32.0 TAXES:

32.1 DISTRICT is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statute (NRS) 372.325 is exempt from the payment of Sales and Use Tax (Employee Identification Number 88-6000028). A copy of the tax exempt letter is available upon request. The bid price(s) must be net, exclusive of these taxes.

33.0 TERMINATION FOR CONVENIENCE:

33.1 DISTRICT reserves the right to terminate CONTRACT in whole or part at any time whenever DISTRICT shall determine that such a termination is in the best interest of DISTRICT without penalty or recourse upon thirty (30) calendar day's written notice of intent to terminate.

34.0 TERMINATION FOR CAUSE:

34.1 If SUCCESSFUL BIDDER fails to perform in accordance with the agreed terms, conditions, or warranties applicable to CONTRACT, DISTRICT may **immediately** terminate all or part of CONTRACT upon written notice of intent to terminate without any liability by DISTRICT to SUCCESSFUL BIDDER. In the event of termination for cause, DISTRICT may cancel any delivery or service and purchase the product or service elsewhere on such terms or in such manner as DISTRICT may deem appropriate and SUCCESSFUL BIDDER shall be liable to DISTRICT for any excess cost or other expenses incurred by DISTRICT.

35.0 TITLE AND RISK OF LOSS:

35.1 The title and risk of loss of material or service shall not pass to DISTRICT until material is delivered to the specific location, quantities are verified, and the material is inspected for damage or service is completed as specified.

36.0 USE BY OTHER GOVERNMENT ENTITIES:

36.1 Nevada Revised Statutes 332.195 allows local governments to join or use the contacts of other local governments or the State of Nevada, with the authorization of contracting Supplier.

37.0 WARRANTY:

37.1 SUCCESSFUL BIDDER warrants that the goods and services covered under this bid will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable and of good material and workmanship, free from defects and will be fit and sufficient for the purposes intended. SUCCESSFUL BIDDER shall guarantee all workmanship, materials, and equipment they have furnished for a period of one (1) year after the final acceptance of the equipment or materials or for the length of the current manufacturer's warranty, whichever is longer. If during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by DISTRICT, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship. Acceptance or receipt of payment for goods or services shall not constitute a waiver of any warranty.

SECTION D - SPECIAL TERMS AND CONDITIONS
SOLICITATION NO.: ITB-150011

1.0 DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER:

1.1 Apparent low Bidder shall furnish the following information and documents within ten (10) business days of DISTRICT'S request:

1.1.1 SUCCESSFUL BIDDER shall designate an Account Representative to assist the DISTRICT with its request and to provide contract oversight. Provide name, phone number and e-mail address of Account Representative. Should another Account Representative be assigned during the term of this CONTRACT, it is SUCCESSFUL BIDDER'S responsibility to notify DISTRICT, in writing, within ten (10) business days of the change;

1.1.2 SUCCESSFUL BIDDER shall provide a copy of its current Insurance Certificate that is in accordance to the Insurance Requirements as set forth within this ITB, Section B - Uniform Instructions to Bidders;

1.1.3 Each BIDDER shall provide certified chemical analysis performed on a representative sample of the FeCl3 produced by more than one manufacturer per guidelines outlined within Section E-Specifications/Scope of Work Article 4.0 Analysis & Sampling.

1.1.3.1 SUCCESSFUL BIDDER may be required to provide one (1) analysis sample of a 1,000 ml and one (1) copy of analysis for each proposed manufacturer throughout the life of the contract per guidelines outlined within Section E-Specifications/Scope of Work Article 4.0 Analysis & Sampling.

1.1.4 SUCCESSFUL BIDDER shall provide the name, phone number, e-mail address and physical address of the local facility and/or its authorized representative;

1.1.5 SUCCESSFUL BIDDER shall provide a copy of the product's printed specifications advertising literature or catalogs as specified;

1.1.6 SUCCESSFUL BIDDER shall provide a copy of the product's current price list(s).

1.1.7 SUCCESSFUL BIDDER shall provide a proof of authorized representative who can bind contract (i.e. copy of corporate resolution, power-of-attorney, or other appropriate authorizing documents are suitable proof of this authority).

2.0 ENGLISH SPEAKING REPRESENTATIVE:

2.1 DISTRICT requires SUCCESSFUL BIDDER have one person capable of clear communication in the English language. Failure to meet this requirement shall constitute a breach of contract and may result in the termination of CONTRACT.

3.0 RESERVED:

4.0 LOCATION AND HOURS:

4.1 Deliveries shall be made to the Las Vegas CCWRD Warehouse location at 6000 E. Rochelle Avenue, Las Vegas, NV 89122, Monday through Friday (excluding DISTRICT'S holidays), between the hours of 6:00 AM - 4:00 PM PST (Pacific Standard Time). Weekend deliveries must be agreed upon, in advance by DISTRICT'S authorized personnel.

5.0 F.O.B. DESTINATION - FREIGHT PRE-PAID:

5.1 SUCCESSFUL BIDDER shall pay all freight charges. SUCCESSFUL BIDDER shall file all claims and bears all responsibility for the products from the point of origin to DISTRICT'S destination(s). All prices shall be F.O.B. the delivery points as required. All prices shall include delivery, as well as any necessary unloading.

6.0 FAILURE TO DELIVER:

6.1 In the event that SUCCESSFUL BIDDER fails to deliver the product and/or service in accordance with the terms and conditions of CONTRACT, DISTRICT shall have the option to either terminate CONTRACT or temporarily

procure the product and/or service from another supplier. If the product and/or service are procured from another supplier, SUCCESSFUL BIDDER shall pay to DISTRICT any difference between the bid price and the price paid to the other supplier.

7.0 DAMAGED OR DEFECTIVE PRODUCTS:

7.1 SUCCESSFUL BIDDER shall replace, at no cost to DISTRICT, damaged or defective products within three (3) calendar day(s) after notice. This shall include freight and any and all other associated costs. Failure to do so will cause such products to be procured from another supplier. If the product is procured from another supplier, SUCCESSFUL BIDDER shall pay DISTRICT any difference between the bid price and the price paid to the other supplier.

8.0 SUPPLIER'S STOCK:

8.1 SUCCESSFUL BIDDER shall agree to maintain access to sufficient stock of any item awarded in this bid. The lead time(s) for such stock shall not exceed the time period(s) as specified in this bid.

9.0 SAFETY REQUIREMENTS:

9.1 The safety of SUCCESSFUL BIDDER'S employees or representatives and others in or around the area of delivery of chemicals is the responsibility of SUCCESSFUL BIDDER. SUCCESSFUL BIDDER, its employees and its representatives shall comply with the current 29 CFR 1910 OSHA General Industry Regulations and District Safety procedures. DISTRICT will accept no responsibility or liability as a result of improper installation or workmanship. The immediate area, as well as equipment being maintained, will be clean and clear of safety hazards. Any hazard noticed by servicing personnel shall be immediately reported verbally, followed by a written statement to DISTRICT'S designated representative. If barricades are needed to insure safety, the SUCCESSFUL BIDDER shall provide them at no cost to DISTRICT.

10.0 PERFORMANCE REQUIREMENTS:

10.1 DISTRICT considers SUCCESSFUL BIDDER to be an expert in the local, state and federal laws, regulations and codes applicable to the services described herein. When, in the opinion of SUCCESSFUL BIDDER, DISTRICT is not in compliance with applicable laws, regulations, or codes, SUCCESSFUL BIDDER shall immediately notify DISTRICT and make recommendations to bring the non-compliant issue/concern up to standard. Furthermore the laws, regulations, and codes are to be recognized as a minimum allowable standard of such.

11.0 FIELD ENGINEERING/TECHNICAL EXPERT SERVICES:

11.1 Should the product fail to operate properly upon inception, the SUCCESSFUL BIDDER shall provide the services of a field engineer/technical expert, as needed. This service shall be furnished by the SUCCESSFUL BIDDER at no additional cost to DISTRICT.

12.0 TRAINING:

12.1 DISTRICT may periodically require SUCCESSFUL BIDDER to provide formal training and safety sessions to the DISTRICT'S assigned personnel at "NO COST" to the DISTRICT. Training shall be provided to DISTRICT'S personnel by a qualified Trainer and/or SUCCESSFUL BIDDER'S personnel. The training shall consist of proper operation techniques, including care and maintenance of the product.

12.2 Such Safety sessions are to consist of the following:

12.3 A videotape, DVD, filmstrip, slide presentation, online/learning management information system and/or live trainer presentation on the general safe handling of Ferric Chloride Chemicals.

12.4 Coverage in such presentation shall consist of the main safety hazards and general information as covered within the material safety data sheet.

12.5 Coverage in such presentation shall consist of the general characteristics and behavior of Ferric Chloride Chemicals.

12.6 The training shall take place at a location designated by DISTRICT'S Designated Representative.

13.0 INVOICING REQUIREMENT:

13.1 This Bid may represent the requirements from numerous DISTRICT departments. Each user department will issue individual Purchase Orders dictating contact information and any additional invoicing requirements. All Purchase Orders sent to SUCCESSFUL BIDDER will identify the department or division for which supplies and/or services are required and list the location where associated invoices shall be sent.

13.2 SUCCESSFUL BIDDER shall comply with the invoice requirements contained in the General Conditions of this bid. SUCCESSFUL BIDDER shall be aware that per NRS 244.250, DISTRICT is precluded from payment of invoices submitted beyond six (6) months from the date SUCCESSFUL BIDDER performs the services.

14.0 DISPUTES:

14.1 Any dispute relating to CONTRACT after award shall be resolved through good faith efforts upon the part of SUCCESSFUL BIDDER and DISTRICT. At all times, SUCCESSFUL BIDDER shall carry on the work and maintain his/her progress schedule in accordance with the requirements of CONTRACT and the determination of DISTRICT, pending resolution of any dispute.

15.0 LIQUIDATED DAMAGES:

15.1 Ferric Chloride is critical to the overall operations of the DISTRICT and the health, welfare and well-being of the citizens of Clark County. If the SUCCESSFUL BIDDER does not meet the contract requirements or causes the DISTRICT to experience a Permit Violation, the SUCCESSFUL BIDDER shall pay the DISTRICT "liquidated damages":

15.1.1 ALL COST INCURRED BY THE DISTRICT TO COMPLETE CONTRACT REQUIREMENTS LEFT UNFILLED BY THE SUCCESSFUL BIDDER, WHICH COULD INCLUDE THE COST OF PROCURING THE PRODUCT FROM ANOTHER SUPPLIER.

15.1.2 ANY AND ALL ACTUAL FINES LEVIED TO THE DISTRICT. THESE FINES CAN BE ASSESSED DAILY, WITH MORE THAN ONE VIOLATION PER DAY.

15.1.2.1 The cause of permit violation by the SUCCESSFUL BIDDER shall include, but not be limited to: chemical that does not meet Technical Specifications; contaminants in the chemical which result in Permit Violation, or which cause a violation the Water Quality Standards; or deliveries not received as specified in the contract.

15.1.3 Additionally please refer to the following provision 16.0 LIQUIDATED DAMAGES – COMPLETION OF CONTRACT.

16.0 LIQUIDATED DAMAGES - COMPLETION OF CONTRACT:

16.1 In case of failure on the part of the SUCCESSFUL BIDDER to deliver the product and/or service within the time specified, or with such additional time as may be granted by the formal action of DISTRICT, SUCCESSFUL BIDDER shall pay to DISTRICT, as liquidated damages, **$25,000.00** per calendar day. This sum shall be considered as reimbursement, in part, to DISTRICT for the loss of the use of the items agreed to in this document. The liquidated damages shall be deducted from the next invoice from SUCCESSFUL BIDDER or billed to SUCCESSFUL BIDDER directly. This shall not preclude the recovery of any other damages which can be reasonably estimated.

17.0 AIR POLLUTION:

17.1 SUCCESSFUL BIDDER shall so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all federal, state and local air and water pollution requirements including, but not limited to: Nevada Revised Statute 445: Air Quality Regulation; registering with the Clark County Health Department, Air Pollution Board any equipment requiring operating permits by said Board; and adhering to all Clark County Air Pollution Board Regulations.

18.0 CLEANING UP:

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18.1 The SUCCESSFUL BIDDER of Ferric Chloride shall make certain that the Ferric Chloride delivery trucks ARE NOT washed out within the DISTRICT'S property. The SUCCESSFUL BIDDER will be responsible for any spillage caused by accident and/or negligence.

19.0 MATERIAL SAFETY DATA SHEETS (MSDS):

19.1 Prior to delivery and/or upon request by the DISTRICT, the SUCCESSFUL BIDDER shall provide the DISTRICT with current MSDS for all hazardous materials and products procured under this contract.

19.1.1 A copy of the most current MSDS Report for the chemical being delivered.

19.1.2 National Sanitation Foundation certification for the quoted chemical.

19.1.3 Chemical certificate of analysis for the chemical being delivered.

19.1.4 SUCCESSFUL BIDDER must supply a copy of the MSDS when the test product arrives on property.

20.0 VERIFICATION AND REQUIREMENTS:

20.1 The SUCCESSFUL BIDDER understands and acknowledges that the participating agencies provide service essential to the health, welfare and well-being of the public. Failure of the SUCCESSFUL BIDDER to provide contracted chemicals may jeopardize the DISTRICT'S ability to provide timely services, which may affect the health, welfare and well-being of the public served by the DISTRICT.

20.2 In the event of product shortages at any level of production to delivery chain, SUCCESSFUL BIDDER agrees and affirms that the DISTRICT will be given the "earliest possible notice" and the "highest priority" for allocation of the chemicals listed herein. To the extent the SUCCESSFUL BIDDER must prioritize and/or allocate delivery among its customers, the requirements of the DISTRICT under this agreement will be honored before chemicals are provided to any other customer(s) with no such obligations.

21.0 DELIVERY:

21.1 SUCCESSFUL BIDDER shall email Designated DISTRICT Representative when order is ready to ship; DISTRICT shall provide SUCCESSFUL BIDDER with the Designated Representative(s) contact information (i.e. e-mail, telephone, mobile and fax numbers) at scheduled Pre-Performance Conference. (Refer to Section E, Specifications/Scope of Work, and Article 7.0 Deliveries for further instructions)

21.2 All deliveries must be onsite at the DISTRICT to unload no earlier than 6:00 AM and no later than 4:00 PM PST (Pacific Standard Time) on assigned scheduled delivery date.

21.3 The SUCCESSFUL BIDDER shall comply with all regulations for tank/truck unloading as established by the US Department of Transportation, as well as any State, Local and DISTRICT requirements. Chemical containers supplied by the SUCCESSFUL BIDDER shall be the sole responsibility of the SUCCESSFUL BIDDER at all times and in any circumstance. The DISTRICT will not pay demurrage of other charges unless the SUCCESSFUL BIDDER leaves the container beyond the delivery date. The control number shall be provided to the DISTRICT Designated Representative at the same time as the other required delivery information. A broken seal prior to acceptance of the batch by the DISTRICT may be cause for refusal of the delivery.

21.4 All deliveries under this contract shall be accompanied by a receiving ticket that shall be supported by a minimum of:

21.4.1 Company Name

21.4.2 Purchase Order and/or Call Order Number (release number)

21.4.3 Date of Delivery and Date of Order

21.4.4 Materials Furnished - Quantity, unit price and extension of each item, and total in accordance with the Contract

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21.4.5 Name of authorized representative ordering supplies

21.5 The SUCCESSFUL BIDDERS delivery ticket will be signed in duplicate by the SUCCESSFUL BIDDERS Designated Representative. One copy will be given to the DISTRICT'S Designated Representative who signs for the delivery and a second copy will be retained by the SUCCESSFUL BIDDER. If required by the DISTRICT, the SUCCESSFUL BIDDER will call/e-mail the DISTRICT'S Designated Representative prior to delivery and shall e-mail/fax a copy of the driver's license, and a chemical shipping itinerary sheet which must include the manifest numbers and above referenced information.

21.6 The DISTRICT has the right to refuse delivery if chemical packaging is damaged, appears to have been tampered with, or is deemed to be a safety hazard or potential safety hazard.

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SECTION E - SPECIFICATIONS / SCOPE OF WORK
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1.0 INTENT:

1.1 The purpose of this contract is for the DISTRICT to both effectively and efficiently procure Ferric Chloride chemicals, which are utilized by the DISTRICT to support its ongoing operational needs. Moreover, the DISTRICT anticipates other governmental agencies within the region (i.e. City of Las Vegas, Las Vegas Valley Water District, City of Henderson and the City of North Las Vegas) may join and utilize this contract. As a result, per **EXHIBIT VI - Bid Form (Pricing Sheet)** each agency estimated usage/volumes/requirements have been factored and are incorporated within this agreement.

2.0 QUALITY OF FERRIC CHLORIDE:

2.1 The SUCCESSFUL BIDDER recognizes that the DISTRICT'S successful operation of its Water Resource Facilities are dependent upon the use of Ferric Chloride, which shall meet and be in compliance with the minimum quality standards as stated within these specifications. Therefore, in order for the DISTRICT to monitor and insure quality standards, the SUCCESSFUL BIDDER shall provide to the DISTRICT a written analysis of each shipment prior to, or at the time of receipt of each shipment.

2.2 The SUCCESSFUL BIDDER shall certify in writing that each load of Ferric Chloride delivered to the DISTRICT is compliant with the quality requirements of these specifications. The SUCCESSFUL RESPONDENT shall provide the DISTRICT Designated Representative(s) with a certificate of analysis. In any event, the SUCCESSFUL BIDDER recognizes that delivery of Ferric Chloride meeting the requirements of these specifications is the SUCCESSFUL BIDDER'S sole responsibility and that the DISTRICT shall not be required to accept delivery of any amount of Ferric Chloride not complying with the quality requirements of these specifications.

2.2.1 "Acceptance of Delivery" shall for the purpose of this agreement occur when the DISTRICT transfers a delivery of Ferric Chloride from the SUCCESSFUL BIDDER'S delivery vehicle to the DISTRICT'S onsite storage facility(s) and/or Storage Totes. The SUCCESSFUL BIDDER shall remain solely responsible for the quality of Ferric Chloride prior to acceptance of delivery; acceptance of delivery by the DISTRICT shall not in any respect release the SUCCESSFUL BIDDER from liability for damages to the DISTRICT as a result of delivery by the SUCCESSFUL BIDDER of any load, which at time of delivery did not meet the DISTRICT'S minimum quality standards.

2.2.2 The SUCCESSFUL BIDDER failure to provide Ferric Chloride proper quality will constitute a breach of this agreement, for which the DISTRICT may seek alternative sources of suitable materials at the SUCCESSFUL BIDDER'S expense, remedies herein, or other remedies as otherwise available by law or equity. In any event, the DISTRICT shall not be responsible for payment of compensation to the SUCCESSFUL BIDDER for delivery of Ferric Chloride, which does not substantially conform to the requirements stated within these specifications.

3.0 MINIMUM REQUIREMENTS:

3.1 The SUCCESSFUL BIDDER shall be responsible for providing an qualified Project Manager and/or Account Representative(s) to deliver optimum customer service support, order fulfillment, offer customized reporting for re-ordering and standardization of supplies purchased by the DISTRICT.

3.1.1 As applicable, SUCCESSFUL BIDDER shall be named as an Authorized Distributor of Record (ADR) by the manufacturer and shall provide such record upon request by DISTRICT.

3.2 The Ferric Chloride chemicals will be used primarily for coagulating undigested activated sewage sludge to aid in filtration on drum-type vacuum filters at the DISTRICT'S Flamingo Water Resource Facility, 6000 E. Rochelle Ave., Las Vegas, NV 89122. The sewage sludge solids after filtration shall be disposed of by land fill.

3.3 ***Description:***

3.3.1 The Ferric Chloride provided must be the primary product of a chemical reaction between hydrochloric acid, chlorine and iron ore. Use of byproducts generated from the production of other materials (such as titanium

dioxide) is expressly prohibited under this specification. It shall be provided as a liquid and contain no substance, either in solution or suspension, capable of producing a deleterious or injurious effect upon public health water quality or bio-solids quality, treated with the material.

3.3.2 The Ferric Chloride provided shall meet the current version of the American Water Works Associations Standard ANSI/AWWA B407-93 for liquid ferric chloride, be approved for potable water treatment and be tested and certified to meet the American National Standards Institute/National Sanitation Foundation Standard 60 for Drinking Water Chemicals – Health Effects.

3.4 ***Physical:***

3.4.1 The Ferric Chloride provided shall be red-brown clear, such that the reading of Rota meter type flow measuring devices can be done without difficulty. Suspended material shall not exceed 0.05% by weight or volume. Specific gravity of liquid shall be 1.40 +/- .02 at 25 degrees Celsius. Dissolved solids content of the liquid delivered product shall be free of sand, grit and other materials that may plug up the delivery apparatus; it shall be such that no gross solidification will occur at four (4) degrees Celsius for twenty-four (24) hours ambient temperatures in Clark County, Nevada.

3.5 ***Chemical Composition:***

3.5.1 The Ferric Chloride, as delivered, shall not be in a solution of not less than 37% but not more that 42% FeCl3 by weight. The total iron as ferrous shall not exceed 0.5%. The free acid as hydrochloric shall not exceed 0.5%.

4.0 ANALYSIS & SAMPLING:

4.1 ***Analysis:***

4.1.1 After written notification by the DISTRICT, the apparent lowest responsive BIDDER shall be required to submit within ten (10) business days, a certified chemical analysis performed on a representative sample of the FeCl3 produced by more than one manufacturer. Moreover, the apparent lowest responsive BIDDER must submit an analysis for each manufacturer. For each analysis submitted, the apparent lowest responsive BIDDER shall identify the manufacturer and plant location, and list the source for raw materials used to produce the FeCl3 including the supplier name and location. All analyses shall be performed per the section titled "Testing Methods" of the American Water Works Association (AWWA) Standards for Ferric Chloride.

4.1.2 Prior to recommending the award of the Contract, the DISTRICT shall verify by means satisfactory to it that the samples submitted by the apparent lowest responsive BIDDER conforms to the technical specifications/requirements. **If the apparent lowest responsive BIDDER sample fails to meet the minimum thresholds as outlined within these technical specifications/requirements and/or if the apparent lowest responsive Bidder fails to provide its samples within the ten (10) business day period, as required, the DISTRICT may reject the low bid and not consider it for further evaluation and move to the next lowest Bidder and so forth.**

4.1.3 The following information shall be provided to the DISTRICT Designated Representative from one load of Ferric Chloride delivered each quarter. Data is to be reposted to the DISTRICT within one (1) month after the load is delivered by the SUCCESSFUL BIDDER. Throughout the life of this contract, the DISTRICT reserves the right to order the following information on as needed basis:

4.1.3.1 Production lot number

4.1.3.2 Delivery Date

4.1.3.3 All Impurities listed in Specification No. 3D

4.1.3.4 Source of water used to prepare the Ferric Chloride

4.1.3.5 Source of water used to perform any subsequent dilution's of the Ferric Chloride prior to delivery to the Owner

4.1.3.6 Cadmium, mg Cd/L

4.1.3.7 Chromium, mg Cr/L

4.1.3.8 Copper, mg Cu/L

4.1.3.9 Mercury, mg Hg/L

4.1.3.10 Molybdenum, mg Mo/L

4.1.3.11 Perchlorate concentration in the water used to prepare lots specified. The detection limit for Perchlorate analysis shall be adequate to determine the compliance with the specifications.

4.2 ***Sampling:***

4.2.1 Sampling a shipment of FeCl3 for analysis in case of possible chemical or physical anomalies, shall be conducted to comply with the section entitled "Testing Methods" of the AWWA Standards on a random basis.

4.3 ***Delivered Sampling:***

4.3.1 A sample may be required from the SUCCESSFUL BIDDER. Upon receipt of a written request, within ten (10) calendar days, the SUCCESSFUL BIDDER shall provide one (1) sample of a 1,000 ml and one (1) copy of analysis for each proposed manufacturer. All samples are to be labeled: "Ferric Chloride Sample, Contract No. ITB-150011" and identify the manufacturer and manufacturer's plant location.

4.3.2 Location for shipping the samples is as follows:

Clark County Water Reclamation District
Attn: TBD (DISTRICT Designated Representative)
Ferric Chloride Sample - Contract No. ITB-150011
6000 E. Rochelle Avenue
Las Vegas, NV 89122

4.3.3 Thereafter, throughout the life of the contract, the DISTRICT has the right to request samples.

5.0 CONTAMINATION:

5.1 The delivery truck must only be used to transport Ferric Chloride and be washed out prior to loading Ferric Chloride to avoid contamination. The tank truck container shall be carefully inspected by the SUCCESSFUL BIDDER to ensure freedom from contaminant material prior to loading of the Ferric Chloride supplied under these specifications.

5.2 Impurities shall not exceed the levels set forth in the following table:

	IMPURITY	IMPURITY LEVEL
5.2.1		
5.2.2		Mg/L or ppm
5.2.3	Arsenic	80
5.2.4	Cadmium	30
5.2.5	Chromium	80
5.2.6	Copper	80
5.2.7	Lead	80
5.2.8	Mercury	3
5.2.9	Molybdenum	20
5.2.10	Perchlorate	Less than 20 ppb

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5.2.11	Selenium	20
5.2.12	Silver	80

6.0 REJECTION OF MATERIAL(S):

6.1 The DISTRICT reserves the right to test samples collected during delivery to ensure that the Ferric Chloride meets the specifications herein. If, in the opinion of the DISTRICT, there is a necessity to remove Ferric Chloride, it shall be the SUCCESSFUL BIDDER'S responsibility to remove and replace all Ferric Chloride contaminated as a result of the defective material being delivered. This shall be done within twenty four (24) hours of being notified. Otherwise, the DISTRICT shall remove the Ferric Chloride and the cost of removal and disposal shall be billed to the SUCCESSFUL BIDDER. No charges will be made for delivered material that is rejected for non-conformance to specifications.

7.0 DELIVERIES:

7.1 Tanker truck deliveries of Ferric Chloride shall be made to the DISTRICT'S Flamingo Water Resource Facility, 6000 E. Rochelle Avenue, Las Vegas, NV 89122. The District will provide tank readings as necessary; it is incumbent upon the SUCCESSFUL BIDDER to maintain minimum levels of Ferric Chloride. The DISTRICTS current delivery schedule is approximately: One truck/tanker every three days including weekends, **which equates to approximately 0.82 loads/day or 25 loads/month on average.**

7.1.1 Pursuant to other governmental agency(s) needs, who may elect to join this contract, may require Ferric Chloride to be shipped/delivered via tote containers. Therefore, it is incumbent upon each BIDDER to factor these special delivery requirements within its pricing structure/models.

7.2 Delivery times at the DISTRICT are between the hours of 6:00 AM – 4:00 PM, PST (Pacific Standard Time), Monday through Friday, and weekends. The DISTRICT shall be given 24 hours' notice of required delivery date. ***NOTE: In case of an emergency, THE SUCCESSFUL BIDDER may be asked for a quicker response time on delivery.***

7.3 The Ferric Chloride shall be as "bulk" liquid in delivery quantities of approximately 50,000 lbs. containers for deliveries to the DISTRICT. Each delivery shall be accompanied by a certified weight slip, material safety data sheet (MSDS) and a certificate of analysis.

7.4 Certificate of Analysis: It is the SUCCESSFUL BIDDER'S responsibility to provide a Material Compliance Certificate of Analysis for each lot shipped to the DISTRICT. The certificate shall be signed by an authorized employee of the SUCESSFUL BIDDER and specify the following information to the DISTRICT Designated Representative:

7.4.1 Production lot number

7.4.2 Percent by weight – total iron

7.4.3 Percent by weight – ferric iron

7.4.4 Percent by weight – ferrous iron

7.4.5 Percent free hydrochloric acid

7.4.6 Liquid specific gravity

7.4.7 Date of analysis

7.4.8 Date of manufacture

7.4.9 Bill of Lading Number

7.5 No deliveries will be accepted by the DISTRICT unless accompanied by a Material Compliance Certificate of analysis for the specific batch or lot of chemical delivered and the specifications listed above are met.

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7.6 Sampling and testing shall be conducted in accordance with the AWWA:ANSI and ASTM specifications.

7.7 Charges for the certificate of analysis shall be factored and included within the bid price. Failure to supply the required certificate of analysis shall be sufficient cause to reject the load.

7.8 A sample of the delivered product may be collected by the Owner's representative at the time of delivery. The samples may be used to verify the certificate of analysis and determine compliance with these specifications.

7.9 Failure to provide reliable, analytical data may constitute a breach of contract.

8.0 BILL OF LADING:

8.1 The bill of lading shall contain the following information:

8.1.1 Product name & uniform CAS number

8.1.2 Net Weight

8.1.3 % FeCl3

8.1.4 Specific Gravity

8.1.5 Date Delivered

8.1.6 Reference number

8.1.7 District Purchase Order number

8.1.8 Point of Origin

8.2 Support documentation may be attached but the above must be on the bill of lading.

9.0 SILENCE OF SPECIFICATIONS:

9.1 The apparent silence of these specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of these specifications shall be made on the basis of this statement. The SUCCESSFUL BIDDER shall be an established supplier of the items bid.

10.0 EXPECTATIONS FOR EQUIPMENT/PRODUCTS:

10.1 **Industry Standards:** As they are generally understood and accepted within that industry across the nation, SUCCESSFUL BIDDER will be deemed to be intimately familiar with the industry standards for items referenced. With this knowledge Bidder(s) are instructed to bid appropriately and properly identify the accepted industry standard.

11.0 REPORTS:

11.1 The SUCCESSFUL BIDDER shall be able to provide various reports electronically when requested by the DISTRICT. The reports shall be in a Microsoft Excel format and submitted electronically to the DISTRICT'S Designated Representative(s) within 30 calendar days at the end of each quarter. The end of the quarter is defined as every fourth month of the calendar year.

11.2 The SUCCESSFUL BIDDER shall submit one of the following reports independently or in combination quarterly until the end of the contract term.

SECTION E - SPECIFICATIONS / SCOPE OF WORK
SOLICITATION NO.: ITB-150011

11.2.1 **Itemized Report:** Shall consist of all items purchased by the DISTRICT for the previous quarter. The report shall include **item descriptions, item numbers, unit of measure, quantity purchased and total cost for purchase orders.**

11.2.2 **Governmental Agency Utilization Report:** Shall include Governmental Agency name, date of last purchase, quantity purchased and total dollars purchased for the previous quarter.

11.2.3 **Fill Rate Report:** Shall include the number of DISTRICT orders received, orders processed, back orders, partially filled orders and re-orders. In addition, the SUCCESSFUL BIDDER shall provide a list of products on manufacturer back order during the quarter. The name of the manufacturer shall be listed with each product.

11.2.4 **Manufacturer Back Order/Discontinued/Recall Report:** Shall be by manufacturer by ordering Governmental Agency.

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SECTION F - MINIMUM BID PACKET CONTENT REQUIREMENTS
SOLICITATION NO.: ITB-140055

1.0 To simplify the determination of the lowest responsive and responsible bidder and to obtain the maximum degree of comparability, all Prospective Bidder(s) must at a minimum submit the required forms as outlined in "Table One (1)" below. Failure to submit required forms listed below within the Bidders Bid Packet may result in Rejection of Bid.

TABLE ONE (1) - REQUIRED BID FORMS
Signed Official Bid Offer and Acceptance Form (Exhibit I)
Addendum Acknowledgment Form (Exhibit II)
References Form (Exhibit III)
Business Designation Group Form (Exhibit IV)
Subcontractor Information Form (Exhibit V)
Bid Form (Pricing Sheet) (Exhibit VI)
Disclosure Of Ownership/Principals Form (Exhibit VII)
Business License Information Form (Exhibit VIII)
One (1) Hard Copy (Copy) of the entire Original signed Bid package
One (1) Electronic CD Copy or USB Flash Drive of the scanned copy of the entire Original signed Bid package

2.0 Table 2: Lists other documents and forms that should be reviewed by Bidder, but are not required to be submitted with the bid. The DISTRICT will request these forms, as applicable, to be completed and submitted to the DISTRICT by the recommended/successful Bidder(s):

TABLE 2 - DOCUMENTS & FORMS
Per Section E - Specification/Scope of Work, Article 4.0, Provision 4.1.1; Provide a certified chemical analysis performed on a representative sample of the FeCl3 produced by more than one manufacturer
Insurance Requirements (Attachment "A")
Affidavit for Sole Proprietor (ONLY) (Attachment "B")

EXHIBIT I – OFFER AND ACCEPTANCE FORM
SOLICITATION NO.: ITB-150011

BIDDER HEREBY OFFERS AND AGREES TO FURNISH THE MATERIAL(S) AND SERVICE(S) IN COMPLIANCE WITH ALL TERMS, CONDITIONS, SPECIFICATIONS, AND ADDENDA SPECIFIED WITHIN THE INVITATION TO BID AND ANY WRITTEN EXCEPTIONS IN THE OFFER. BIDDER UNDERSTANDS THAT THE ITEMS IN THIS INVITATION TO BID, INCLUDING, BUT NOT LIMITED TO, ALL REQUIRED CERTIFICATES ARE FULLY INCORPORATED HEREIN AS A MATERIAL AND NECESSARY PART OF THE CONTRACT.

THE UNDERSIGNED HEREBY STATES, UNDER PENALTY OF PERJURY, THAT ALL INFORMATION PROVIDED IS TRUE, ACCURATE, AND COMPLETE, AND STATES THAT HE/SHE HAS THE AUTHORITY TO SUBMIT THIS BID, WHICH WILL RESULT IN A BINDING CONTRACT IF ACCEPTED BY CLARK COUNTY WATER RECLAMATION DISTRICT AND THE TOTAL FIXED BID PRICE CONTAINED THEREIN SHALL REMAIN FIRM FOR A PERIOD OF NINIETY (90) DAYS.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT I HAVE THE LEGAL AUTHORIZATION TO BIND THE FIRM HEREUNDER:

Respectfully Submitted:

Kemira Water Solutions, Inc.
(Print or Type Name of Bidder – Full Company Name)

District Vendor No. (If already doing business with District): 14361

Federal Identification Number: 59-3657872

By: Christina Imbrogno
(Signature of Authorized Officer or Agent)

Printed Name: Christina (Addington) Imbrogno

Title: Customer Service Manager

Date: October 29, 2014

Address of Bidder: 4321 W. 6th Street
Street Address or P.O. Box
Lawrence, KS 66049
City – State – Zip Code

Telephone No. of Bidder: (785) 842-7424 (800) 879-6353

Fax No. of Bidder: (785) 842-2629

E-mail Address of Bidder: KWSNA.bids@Kemira.com

EXHIBIT II – ADDENDUM(S) ACKNOWLEDGEMENT FORM
SOLICITATION NO.: ITB-150011

Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum: **FAILURE TO ACKNOWLEDGE ALL ADDENDA ISSUED MAY RESULT IN REJECTION OF BID.**

Addendum No.	1	**Addendum No.**		**Addendum No.**	
Addendum No.		**Addendum No.**		**Addendum No.**	
Addendum No.		**Addendum No.**		**Addendum No.**	

EXHIBIT III – REFERENCES FORM
SOLICITATION NO.: ITB-150011

In order to receive bid award consideration, the Bidder must be able to demonstrate that they are currently providing and/or had at least one contract(s), **as a prime contractor,** in providing Goods/Services that are similar in size and scope to the requirements as specified within this Invitation to Bid. Bidder must provide references that can attest to the Bidders overall abilities/performance in conducting similar work. The District reserves the right to inspect the Bidder's previous/current work/project(s), current place of business to evaluate goods, equipment condition and capabilities, staff experience, training and capabilities, and storage capabilities as they may relate to the Bidder's overall performance in meeting the District's minimum specified requirements. The Bidder's references should be included in the spaces provided below. Please attach another piece of paper if necessary. **IT IS THE BIDDER'S RESPONSIBILITY TO ENSURE THAT THE PROVIDED REFERENCES CONTACT INFORMATION IS VALID AND/OR UP-TO-DATE. BIDDER'S CAPABILITY AND EXPERIENCE SHALL BE A FACTOR IN DETERMINING THE BIDDER'S RESPONSIBILITY.**

1. Name: City of Phoenix Phone No.: (602) 495-5792
   Address: 251 West Washington Street, Phoenix, AZ 85003
   E-Mail Address: michelle.honea@phoenix.gov
   Contract Award Date: February 10, 2012 Contract Completion Date: January 31, 2015
   Contract Name/Title: Agreement No. P-09523-13 | IFB 12-043
   Description: Deliver ferric chloride to multiple water and waste water treatment plants, approximately 25,700,000 dry pounds annually

2. Name: _____ Phone No.: _____
   Address: _____
   E-Mail Address: _____
   Contract Award Date: _____ Contract Completion Date: _____
   Contract Name/Title: _____
   Description: _____

3. Name: _____ Phone No.: _____
   Address: _____
   E-Mail Address: _____
   Contract Award Date: _____ Contract Completion Date: _____
   Contract Name/Title: _____
   Description: _____

EXHIBIT IV – BUSINESS DESIGNATION GROUP FORM
SOLICITATION NO.: ITB-150011

FOR INFORMATIONAL PURPOSES ONLY:

The above referenced firm is a ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE ☐ LBE ☐ ESB as defined below.

STATE OF NEVADA BUSINESSES

MINORITY OWNED BUSINESS ENTERPRISE (MBE):

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE):

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE):

An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE):

An independent and continuing Nevada business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed $2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE):

Any Nevada business which has the resources necessary to sufficiently perform identified DISTRICT projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

EMERGING SMALL BUSINESS (ESB):

Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

BUSINESSES IN OTHER STATES

LARGE BUSINESS ENTERPRISE (LBE):

An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

N/A

EXHIBIT V – SUBCONTRACTOR INFORMATION FORM
SOLICITATION NO.: ITB-150011

It is Bidder intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with CONTRACT:

1. Subcontractor Name: We don't use sub contractors
   Contact Person: _____ Telephone Number: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars: _____
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

2. Subcontractor Name: _____
   Contact Person: _____ Telephone Number: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars: _____
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

3. Subcontractor Name: _____
   Contact Person: _____ Telephone Number: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars: _____
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

4. Subcontractor Name: _____
   Contact Person: _____ Telephone Number: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars: _____
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

5. Subcontractor Name: _____
   Contact Person: _____ Telephone Number: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars: _____
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

6. Subcontractor Name: _____
   Contact Person: _____ Telephone Number: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars: _____
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

7. Subcontractor Name: _____
   Contact Person: _____ Telephone Number: _____
   Description of Work: _____
   Estimated Percentage of Total Dollars: _____
   Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

☐ No MBE, WBE, PBE, SBE, NBE, ESB subcontractors will be used.

EXHIBIT VI – BID FORM (PRICING SHEET)
SOLICITATION NO.: ITB-150011

LINE ITEM	DESCRIPTION	MANUFACTURER	PRODUCT STOCK NUMBER	UNIT OF MEASURE	ESTIMATED ANNUAL QTY	UNIT PRICE	TOTAL EXTENDED PRICE (UNIT PRICE X EST. QTY.) –
1	Ferric Chloride (Onsite Storage Facilities)	Kemira Water	PIX-311	Dry Ton	7,000*	$ 438.00	$ 3,066,000.00
2	Ferric Chloride (Storage Totes)	Kemira Water	PIX-311	Dry Ton	400**	$ 438.00	$ 175,200.00

TOTAL AMOUNT	$ 3241,200.00

* Estimated Quantities is inclusive of the delivery requirements to Onsite Storage Facility(s) (Per Section E – Specifications/Scope of Work, Provision 2.0 Quality of Ferric Chloride, Article 2.2.1).

** Estimated Quantities is inclusive of the delivery requirements of Storage Totes (Per Section E – Specifications/Scope of Work, Provision 2.0 Quality of Ferric Chloride, Article 2.2.1).

PER SECTION B – UNIFORM INSTRUCTIONS TO BIDDERS, PROVISION 20:0:

BIDDER DISCOUNTED TERMS OF PAYMENT: 0 **%,** 30 **calendar days, if offered/applicable by Bidder**

Net 30

BIDDER STANDARD DELIVERY TIMEFRAME:

3 **Calendar days (Maximum 120 calendar days)**

EXHIBIT VII – DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM
SOLICITATION NO.: ITB-150011

COVER/TITLE PAGE

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting 'Other', provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB) . This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed $2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. **(Do not leave blank. If none or zero, put the number 0 in the space provided.)**

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – **(Not required for publicly-traded corporations)**

1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

   In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean). **This will also include Clark County Detention Center.**

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)

☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☑ Corporation	☐ Trust	☐ Non-Profit Organization	☐ Other

Business Designation Group (Please select all that apply)

☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐ VET	☐ DVET	☐ ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business

Number of Clark County Nevada Residents Employed: Ø

Corporate/Business Entity Name:	Kemira Water Solutions, Inc.		
(Include d.b.a., if applicable)			
Street Address:	4321 W. 6th Street	**Website:**	WWW. Kemira. Com
City, State and Zip Code:	Lawrence, KS 66049	**POC Name:**	Christina (Addington) Imbrogno
		Email:	KWSNA.bids@Kemira.Com
Telephone No:	(785) 842-7424 (800) 879-6353	**Fax No:**	(785) 842-2629
Nevada Local Street Address: (If different from above)		**Website:**	
City, State and Zip Code:		**Local Fax No:**	
Local Telephone No:		**Local POC Name:** / **Email:**	

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by **Title 7 of the Nevada Revised Statutes,** including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
See attached		

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☑ Yes ☐ No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☑ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☑ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature: Christina (Addington) Imbrogno

Print Name: Christina (Addington) Imbrogno

Title: Customer Service Manager

Date: October 30, 2014

Corporate and Stockholder Information

Kemira Water Solutions, Inc. is a corporation incorporated in the state of Delaware. Our 100% stockholder is Kemira Specialty Chemicals, Inc., 1000 Parkwood Circle, Suite 500, Atlanta, GA 30339. Below is a list of our Directors and Officers.

Directors

Tarjei Johansen
Billy Ford
Carolina Den Brok-Perez
Suzanne G. Smith

Officers

Name	Title
Carolina Den Brok-Perez	President & Secretary
Mike Villers	Vice President, Manufacturing O&M
Suzanne G. Smith	Vice President & Treasurer
Jerrald Tenny	Sr. Manager, Sales Planning & Control & Assistant Treasurer
Andre Beaubien	Director, Manufacturing M&I
John Gutkowski	Director, Logistics Operations
Jackie Whitehead	Director, Human Resources
Shannan Krippner	Assistant Secretary

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT
N/A			

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

EXHIBIT VIII – BUSINESS LICENSE INFORMATION FORM
SOLICITATION NO.: ITB-150011

BUSINESS LICENSE INFORMATION

CURRENT STATE:	**LICENSE NO.** NV20071170[8]70	**ISSUE DATE:** 5/8/2007	**EXPIRATION DATE:** 5/31/2015
CURRENT COUNTY:	**LICENSE NO.**	**ISSUE DATE:**	**EXPIRATION DATE:**
CURRENT CITY:	**LICENSE NO.**	**ISSUE DATE:**	**EXPIRATION DATE:**

ATTACHMENT "A" – INSURANCE REQUIREMENTS
SOLICITATION NO.: ITB-150011

TO ENSURE COMPLIANCE WITH THE BID DOCUMENT, BIDDERS SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO BID SUBMITTAL.

1.0 FORMAT / TIME:

1.1 SUCCESSFUL BIDDER shall provide DISTRICT with Certificates of Insurance, per the sample format (page 2-3), for coverages as listed below, and endorsements affecting coverage required by this bid within ten (10) calendar days after the award by DISTRICT. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance, and shall be maintained for the duration of CONTRACT and any renewal periods.

2.0 BEST KEY RATING:

2.1 DISTRICT requires insurance carriers to maintain during CONTRACT term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the certificate of insurance.

3.0 DISTRICT COVERAGE:

3.1 DISTRICT, its officers and employees must be expressly covered as additional insured except on workers' compensation insurance coverage's. SUCCESSFUL BIDDER'S insurance shall be primary as respects DISTRICT, its officers and employees.

4.0 ENDORSEMENT / CANCELLATION:

4.1 SUCCESSFUL BIDDER'S commercial general liability, automobile liability and pollution liability insurance policy shall be endorsed to recognize specifically SUCCESSFUL BIDDER'S contractual obligation of additional insured to DISTRICT. All policies must note that DISTRICT will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

5.0 DEDUCTIBLES:

5.1 All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed **$25,000**.

6.0 AGGREGATE LIMITS:

6.1 If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than **$2,000,000**.

7.0 COMMERCIAL GENERAL LIABILITY:

7.1 Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER shall maintain limits of no less than $1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial General Liability coverage shall be on a "per occurrence" basis only, not "claims made", and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

8.0 AUTOMOBILE LIABILITY:

8.1 Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER shall maintain limits of 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 SUCCESSFUL BIDDER and any auto used for the performance of services under

ATTACHMENT "A" – INSURANCE REQUIREMENTS
SOLICITATION NO.: ITB-150011

CONTRACT.

9.0 POLLUTION LIABILITY:

9.1 Subject to paragraph 6 of this attachment, SUCCESSFUL BIDDER shall maintain limits of no less than $1,000,000 combined single limit per occurrence, which may arise from services rendered by SUCCESSFUL BIDDER for its performance under CONTRACT.

10.0 WORKERS' COMPENSATION:

10.1 SUCCESSFUL BIDDER shall obtain and maintain for the duration of CONTRACT, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Bidder who is a Sole Proprietor shall be required to submit an affidavit (Attachment 3) indicating that Bidder has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

11.0 FAILURE TO MAINTAIN COVERAGE:

11.1 If SUCCESSFUL BIDDER fails to maintain any of the insurance coverages required herein, DISTRICT may withhold payment, order SUCCESSFUL BIDDER to stop the work, declare SUCCESSFUL BIDDER in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. DISTRICT may collect any replacement insurance costs or premium payments made from SUCCESSFUL BIDDER or deduct the amount paid from any sums due SUCCESSFUL BIDDER under CONTRACT.

12.0 ADDITIONAL INSURANCE:

12.1 SUCCESSFUL BIDDER is encouraged to purchase any such additional insurance as it deems necessary.

13.0 DAMAGES:

13.1 SUCCESSFUL BIDDER is required to remedy all injuries to persons and damage or loss to any property of DISTRICT, caused in whole or in part by SUCCESSFUL BIDDER, their subcontractors or anyone employed, directed or supervised by SUCCESSFUL BIDDER.

14.0 COST:

14.1 SUCCESSFUL BIDDER shall pay all associated costs for the specified insurance. The cost shall be included in the bid price(s).

15.0 INSURANCE SUBMITTAL ADDRESS:

15.1 All Insurance Certificates requested shall be sent to the Clark County Water Reclamation District Procurement Solutions Section, Attention: Insurance Coordinator. See the "Submission of Bids" clause in the Instruction to Bidders section of this bid for the appropriate mailing address.

16.0 INSURANCE FORM INSTRUCTIONS:

16.1 The following information must be filled in by SUCCESSFUL BIDDERS' Insurance Company representative:

16.1.1 Insurance Broker's name, complete address, contact name, phone and fax numbers.

16.1.2 SUCCESSFUL BIDDER'S name, complete address, phone and fax numbers.

16.1.3 Insurance Company's Best Key Rating

ATTACHMENT "A" – INSURANCE REQUIREMENTS
SOLICITATION NO.: ITB-150011

16.1.4 Commercial General Liability (Per Occurrence)

16.1.4.1 Policy Number

16.1.4.2 Policy Effective Date

16.1.4.3 Policy Expiration Date

16.1.4.4 General Aggregate ($2,000,000)

16.1.4.5 Products - Completed Operations Aggregate ($2,000,000)

16.1.4.6 Personal & Advertising Injury ($1,000,000)

16.1.4.7 Each Occurrence ($1,000,000)

16.1.4.8 Fire Damage ($50,000)

16.1.4.9 Medical Expenses ($5,000)

16.1.5 Automobile Liability (Any Auto)

16.1.5.1 Policy Number

16.1.5.2 Policy Effective Date

16.1.5.3 Policy Expiration Date

16.1.5.4 Combined Single Limit ($1,000,000)

16.1.6 Worker's Compensation

16.1.7 Pollution Liability (Per Occurrence)

16.1.7.1 Combined Single Limit ($1,000,000)

16.1.8 Description: ITB-150011 for Chemicals, Ferric Chloride (must be identified on the initial insurance form and each renewal form).

16.1.9 Certificate Holder

16.1.9.1 Clark County Water Reclamation District
c/o Procurement Solutions Section
5857 East Flamingo Road
Las Vegas, Nevada 89122

16.1.10 Appointed Agent Signature to include license number and issuing state.

ATTACHMENT "A" – INSURANCE REQUIREMENTS
SOLICITATION NO.: ITB-150011

CLARK COUNTY CERTIFICATE OF INSURANCE		ISSUED DAY (MM/DD/YY)
PRODUCER 1. INSURANCE BROKER'S NAME, ADDRESS, CONTACT NAME, PHONE & FAX NUMBERS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	COMPANIES AFFORDING COVERAGE	3. BEST RATING
	COMPANY LETTER A	COMPANY'S
INSURED 2. SUCCESSFUL BIDDER'S NAME, ADDRESS, PHONE & FAX NUMBERS	COMPANY LETTER B	
	COMPANY LETTER C	BEST KEY
	COMPANY LETTER D	RATING
	COMPANY LETTER E	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
4.	GENERAL LIABILITY	(A)	(B)	(C)	GENERAL AGGREGATE	$(D)	2,000,000
	[X] COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	$(E)	2,000,000
	[ ] CLAIMS MADE [X] OCCUR.				PERSONAL & ADV. INJURY	$(F)	1,000,000
	[ ] OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	$(G)	1,000,000
	[ ] UNDERGROUND EXPLOSION & COLLAPSE				FIRE DAMAGE (Any one fire)	$(H)	50,000
	DEDUCTIBLE $_____				MED. EXPENSE (Any one person)	$(I)	5,000
5.	AUTOMOBILE LIABILITY	(J)	(K)	(L)	COMBINED SINGLE LIMIT	$(M)	1,000,000
	[X] ANY AUTO						
	[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$	
	[ ] SCHEDULED AUTOS						
	[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$	
	[ ] NON-OWNED AUTOS						
	DEDUCTIBLE $_____				PROPERTY DAMAGE	$	
	EXCESS LIABILITY				EACH OCCURRENCE	$	
	[ ] UMBRELLA FORM				AGGREGATE	$	
	[ ] OTHER THAN UMBRELLA FORM						
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				[ ] STATUTORY LIMITS		
					EACH ACCIDENT	$	
					DISEASECPOLICY LIMIT	$	
					DISEASECEACH EMPLOYEE	$	
7.	POLLUTION LIABILITY	(N)	(O)	(P)	PER OCCURRENCE	$(Q)	1,000,000
8.	NA	(R)	(S)	(T)	LIMIT (PER OCCURRENCE)	$(U)	NA

9. DESCRIPTION OF BID: BID NO. ITB-150011 FOR CHEMICAL, FERRIC CHLORIDE

10. CERTIFICATE HOLDER	CANCELLATION
CLARK COUNTY WATER RECLAMATION DISTRICT C/O PROCUREMENT SOLUTIONS SECTION 5857 E. FLAMINGO RD LAS VEGAS, NV 89122	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
	11. APPOINTED AGENT SIGNATURE _____ INSURER LICENSE NUMBER _____ ISSUED BY STATE OF _____

ATTACHMENT "A" – INSURANCE REQUIREMENTS
SOLICITATION NO.: ITB-150011

POLICY NUMBER: _____ COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

BID NUMBER AND PROJECT NAME: _____

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY WATER RECLAMATION DISTRICT
C/O PROCUREMENT SOLUTIONS SECTION
5857 EAST FLAMINGO ROAD
LAS VEGAS, NEVADA 89122

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT "B" – AFFIDAVIT (ONLY REQUIRED FOR SOLE PROPRIETOR)
SOLICITATION NO.: ITB-150011

I, _____, on behalf of my company, _____being
(Name of Sole Proprietor) (Legal Name of Company)

duly sworn, depose and declare:

1.0 I am a Sole Proprietor;

2.0 I will not use the services of any employees in the performance of CONTRACT, identified as Bid No. 150011, entitled Chemical, Ferric Chloride;

3.0 I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and

4.0 I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County Water Reclamation District from all liability associated with claims made against me and my company, in the performance of CONTRACT, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____day of_____, _____.

Signature

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, _____ ,

by _____ (name of person making statement).

_____
Notary Signature

STAMP AND SEAL

END OF INVITATION TO BID DOCUMENT
SOLICITATION NO.: ITB-150011

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KEMIRA WATER SOLUTIONS, INC.

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS

February 5, 2014

Pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, the undersigned, being all of the members of the Board of Directors (the "***Board***") of **Kemira Water Solutions, Inc.**, a Delaware corporation (the "***Corporation***"), waiving all required notice and right to receive material otherwise required to be furnished in connection herewith, do hereby unanimously consent to and adopt the following resolutions as the actions of the Board in lieu of a special meeting and hereby direct that this written consent to such actions be filed with the minutes of the proceedings of the Board:

WHEREAS, the Corporation desires to set forth signature authority on behalf of the Corporation related to customs and transportation matters.

NOW THEREFORE, BE IT RESOLVED, that, **Christina Addington**, **Manuel Moreau** and **Tammy Yergey**, (each an "***Authorized Person***"), are hereby authorized, empowered and directed, by and on behalf of the Corporation to execute and deliver in the name and on behalf of the Corporation product bids and product contracts as directed by the business or as the business shall require from time to time; and

FURTHER RESOLVED, that an Authorized Person be and hereby is authorized and directed to prepare, execute, deliver and file any and all agreements, amendments, certificates, and instruments related to the Bids and to take all such actions and to do all such things, as he, in his sole discretion, deems to be necessary or desirable to effect the transactions contemplated by and to carry into effect the intent and purpose of the foregoing resolutions.

[Remainder of page intentionally left blank.]
[Signature page follows.]

IN WITNESS WHEREOF, the foregoing resolutions shall be effective as of date first written above. .

BOARD OF DIRECTORS:

Carolina Den Brok-Perez

Billy Ford

Manuel Moreau

Suzanne G. Smith

IN WITNESS WHEREOF, the foregoing resolutions shall be effective as of date first written above. .

BOARD OF DIRECTORS:

Carolina Den Brok-Perez

Billy Ford

Manuel Moreau

Suzanne G. Smith

Kemira

Typical Analysis
PIX-311
Ferric Chloride Solution
1st & 2nd Quarters 2014

Parameter	Average	Standard Deviation
%Ferric	14.33	0.22
%Ferrous	0.09	0.03
%Free HCl	<0.05	
Cadmium, mg/kg	<0.19	
Chromium, mg/kg	28.7	9.75
Copper, mg/kg	31.7	10.6
Lead, mg/kg	<0.81	
Manganese, mg/kg	625	59.5
Molybdenum, mg/kg	2.06	2.62
Nickel, mg/kg	19.3	3.03
Silver, mg/kg	<1.86	
Titanium, mg/kg	1.40	1.51
Zinc, mg/kg	44.1	36.9
Arsenic, mg/kg	0.689	0.490
Selenium, mg/kg	<1.86	
Mercury, mg/kg	<0.36	

This technical information is rendered by Kemira free of charge and is believed to be reliable. It is intended for use by persons having skill and know how and may not be all-inclusive. The user should confirm that this information is suitable to local codes and practices. This information is given and accepted at the user's risk and Kemira makes no guarantee of results and assumes no responsibility for results obtained or damages incurred from use of this information in whole or in part. Moj PIX-311

The Public Health and Safety Organization

NSF Product and Service Listings

These NSF Official Listings are current as of **Monday, October 20, 2014** at 12:15 a.m. Eastern Time. Please contact NSF International to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information: http://info.nsf.org/Certified/PwsChemicals/Listings.asp?CompanyName=kemira+water&TradeName=pix%2D311&

NSF/ANSI 60
Drinking Water Treatment Chemicals - Health Effects

Kemira Water Solutions, Inc.
316 Bartow Municipal Airport
Bartow, FL 33830
United States
888-KEMIRON
863-533-5990
Visit this company's website
(http://www.kemira.com)

Facility : Distribution Center - Birmingham, AL

Ferric Chloride

Trade Designation	*Product Function*	*Max Use*

Mutual Use Contract No. 150146-SK
MUC for CCWRD Bid for Ferric Chloride
Exhibit B – Page 64 of 67

KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

Facility : Distribution Center - Buckeye, AZ

Ferric Chloride

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

Facility : Distribution Center - Warm Springs, CA

Ferric Chloride

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

Facility : Fontana, CA

Ferric Chloride

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

Facility : Mojave, CA

Ferric Chloride

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-311	Coagulation & Flocculation	300mg/L

Facility : East Chicago, IN

Ferric Chloride

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

Facility : Kansas City, KS

Ferric Chloride

Trade Designation	*Product Function*	*Max Use*
Kemira PIX-311	Coagulation & Flocculation	250mg/L

Facility : Distribution Center - Louisville, KY

Ferric Chloride

Trade Designation	*Product Function*	*Max Use*
Kemira PIX-311	Coagulation & Flocculation	250mg/L

Facility : Baltimore, MD

Ferric Chloride

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

Facility : St. Louis, MO

Ferric Chloride

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

Mutual Use Contract No. 150146-SK
MUC for CCWRD Bid for Ferric Chloride
Exhibit B – Page 66 of 67

Facility : Distribution Center - Euclid, OH

Ferric Chloride

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

Facility : Distribution Center - El Paso, TX

Ferric Chloride

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

Facility : Houston, TX

Ferric Chloride

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

Facility : Distribution Center - Salt Lake City, UT

Ferric Chloride

Trade Designation	*Product Function*	*Max Use*
Kemira PIX-311	Coagulation & Flocculation	250mg/L

Facility : Kalama, WA

Ferric Chloride

Trade Designation	*Product Function*	*Max Use*
KEMIRA PIX-311	Coagulation & Flocculation	250mg/L

Facility : Distribution Center - Guelph, Ontario, Canada

Ferric Chloride

Trade Designation	*Product Function*	*Max Use*
Kemira PIX-311	Coagulation & Flocculation	250mg/L

Facility : Distribution Center - Winnipeg, Manitoba, Canada

Ferric Chloride

Trade Designation	*Product Function*	*Max Use*
Kemira PIX-311	Coagulation & Flocculation	250mg/L

NOTE: Only products bearing the NSF Mark are Certified.

Number of matching Manufacturers is 1

Number of matching Products is 17

Processing time was 1 seconds

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
For possible action to approve award of Contract No. 150001-SK, National IPA Water Treatment Polymers Annual Requirements Contract for the Water Pollution Control Facility located at 6005 Vegas Valley Drive - Department of Public Works - Award recommended to: BASF CORPORATION ($650,000 - Sanitation Enterprise Fund) - County

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $650,000
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract is for the procurement of polymers used in the City's water treatment process. The City conducted this procurement through a competitive Request for Proposals process as the lead agency for the National Intergovernmental Purchasing Alliance in cooperation with other local agencies. BASF Corporation is located in Florham Park, New Jersey

PCC: S. Kessler
POC: Joanne Kuchinsky - (973) 245-7145

RECOMMENDATION:
That City Council approve award of Contract No. 150001-SK, National IPA Water Treatment Polymers Annual Requirements Contract to BASF Corporation in the estimated annual amount of $650,000 with four one-year options to renew. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Contract No. 150001-SK

CONTRACT FOR NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE
WATER TREATMENT POLYMERS

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 BASF Corporation, (a corporation organized and existing under the laws of the State of New Jersey), (hereinafter the "Company") having its principal office located at 100 Park Ave. Florham Park, NJ 07932.

SECTION A – Subject of Contract

The subject matter of this Contract is the sale and delivery of Water Treatment Polymers.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"Award Date"* means the date that a Contract becomes effective. It is the date that is entered into the first paragraph of a Contract upon execution by an authorized representative of the City.

(b) *"City"* means the City of Las Vegas.

(c) *"City Council"* means the governing body of the City of Las Vegas.

(d) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(e) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(f) *"Contract"* means this document, consisting of Sections A through F, which is binding and effective only upon execution by the City.

(g) *"Deliverable"* means any report, software, hardware, data, documentation, or other tangible item that the Company is required to provide to the City under the terms of the Contract.

(h) *"Non-Exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(i) "*Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

B-2 Contract Type

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

B-3 Contract Term.

The initial performance period shall be from the Award Date through and including May 31, 2016. The prices reflected on Form C - Pricing Schedule shall remain firm throughout the term of the Contract.

A. The City may, at its sole option, extend performance period for up to four (4) one-year periods beyond May 31, 2016. The City shall provide written notice to the Supplier of such extension, and the Supplier may not assume an automatic renewal. Exercise of a one-year option does not commit the City to exercise further options.

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

B-4 Award Amount

The City of Las Vegas award amount for this Contract is not to exceed $2,500,000.00 annually.

B-5 Prices/Costs

(a) **SOUTHERN NEVADA PRICING**

		BULK		TAY BAGS		
Polymer	Product	Bulk	[1]Minimum Quantity Delivered (lbs)	Tay Bags ($/lb)	Quantity per Tay Bag (lb)	[1]Minimum Quantity per shipment
Cationic Inverse Emulsion	Zetag 8818	$1.05	40,000			
Anionic Dry Powder	Zetag 4145			$1.54	2,000	1

Cationic Inverse Emulsion:
(1) 5% discount for polymer volumes > 500,000 lbs/year
(2) 10% discount for City of Las Vegas for securing National IPA contract having significant potential with numerous Municipalities as noted.
Anionic Dry Powder:
(1) 5% discount for City of Las Vegas for securing National IPA contract.

(b) **NATIONAL IPA MASTER AGREEMENT PRICING**

		TAY BAGS			TOTE			BULK	
Polymer	Brand	Tay Bags ($/lb)	Quantity per Tay Bag (lb)	[1]Minimum Quantity per shipment	Totes ($/lb)	Quantity per Tote (lb)	[1]Minimum Quantity per shipment	Bulk	[1]Minimum Quantity Delivered (lbs)
Cationic Inverse Emulsion	Zetag				$1.36	2,200	16 totes	$1.24	45,000
Cationic Powders	Zetag	$2.18	2,000	16 pallets					
Cationic Beads	Zetag	$2.57	2,000	16 pallets					
Anionic Inverse Emulsion	Magnafloc				$1.27	2,200	16 totes	$1.17	45,000
Anionic Powder	Zetag	$1.62	2,000	16 pallets					

**Notes*
1 For shipment quantities less than minimum, add 15%
2 All Pricing Delivered. For deliveries west of the Mississippi River, add $0.05/lb freight charge
3 For annual contract quantities per location > 500,000 lbs, apply a 5% discount from base price. Adders if applicable apply
4 Due to the high variation in Public Agency specifications, the above program costs are representative and could be further discounted upon evaluation.

B-6 Invoices [CAO-5/2/12]

(a) The Company shall submit an invoice to the City upon delivery of product ordered. 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)

SECTION C – Statement of Work

C-1 Scope of Services

The Company shall provide the services to accomplish the sale and delivery of water treatment polymers..

C-2 Deliverables

The Company shall provide the following deliverables:

(a) Water Treatment Polymers;

(b) Monthly Reports as required by National IPA Sections 10-12 of the Administration Agreement;

SECTION D – Special Clauses

D-1 Legal Notice [CAO-7/24/08]

(a) All legal notices required pursuant to the terms and conditions of this Contract shall be in writing, unless an emergency situation dictates otherwise. Any notice required to be given under the terms of this Contract shall be deemed to have been given when:

(i) received by the party to whom it is directed by hand delivery or personal service, or

(ii) transmitted by facsimile with confirmation of transmission, or

(iii) sent by U.S. mail via certified mail-return receipt requested at the following addresses:

FOR THE CITY: Manager, Purchasing and Contracts
City of Las Vegas
City Hall, Third Floor
495 South Main Street
Las Vegas, Nevada 89101-2986

Fax: 702-384-9964

FOR THE COMPANY: BASF Corporation
100 Park Ave.
Florham Park, New Jersey 07932
Fax: (973) 307-2316

(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 Laura Guiliano 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 Joanne Kuchinski 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-08.01.13]

(a) For each claim or dispute arising between the parties under this Contract, the parties shall attempt to resolve the matter through escalating levels of management. In the event the matter cannot be successfully resolved in this manner, the City is granted the right, regardless of which party is asserting the claim or dispute, to determine between arbitration and litigation as the forum in which the party desiring to proceed further shall file to resolve the claim or dispute. For any and all claims or disputes asserted by the Company, the Company shall notify the City of its intent to proceed further with the claim or dispute and in response thereto, the City shall notify the Company as to its selected forum for resolution. For any and all claims or disputes asserted by the City, the City shall notify the Company in the notice of its intent to proceed with further resolution whether it has selected arbitration or litigation as the forum to resolve the claim or dispute. In the event arbitration is the designated forum, such arbitration shall be binding on the parties.

(b) If arbitration is selected by the City as the forum for further resolution, the claim or dispute shall be filed with the American Arbitration Association under its then current Commercial Arbitration Rules, Expedited Procedures, regardless of the amount of the claim or dispute.

(c) The laws of the State of Nevada shall govern this Contract and the venue for purposes of such litigation or arbitration shall be the Eighth Judicial District Court, Clark County Nevada.

E-2 Notice of Delay [CAO-7/24/08]

(a) Should the timely performance of this Contract be jeopardized by the non-availability of City provided personnel, data, or equipment, the Company immediately shall notify the City in writing of the facts and circumstances that are contributing to such delay. Upon receipt of this notification, the City will advise the Company in writing of the action which will be taken to remedy the situation.

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

E-3 Termination for Convenience [CAO-5/2/12]

The City shall have the right at any time to terminate further performance of this Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company, specifying the extent and effective date of the termination. On the effective date of the termination, the Company shall terminate all work and take all reasonable actions to mitigate expenses. The Company shall submit a written request for incurred costs for services performed through the date of termination, and shall provide any substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the Company within 30 days after receipt of a correct, adequately documented written request. The City's sole liability under this Section is for payment of costs for services requested by the City and actually performed by the Company.

E-4 Termination for Default [CAO-5/2/12]

(a) The City may, by written notice of default to the Company, terminate this Contract in whole or in part if the Company fails to:

  (i) Perform the services under Section C (Statement of Work), including, if applicable, delivering any required software, goods, or documentation within the time specified in this Contract or any extension;

  (ii) Make progress, so as to endanger performance of this Contract; or

  (iii) Perform any of the other provisions of this Contract.

(b) The City's right to terminate this Contract under (a) above, may be exercised if the Company does not cure such failure within ten calendar days (or more if authorized by the City) after notice specifying the failure is provided pursuant to Section D-1 (Legal Notice) of this Contract.

(c) If the City terminates this Contract for default in whole or in part, it may acquire, under reasonable terms and in a manner the City considers appropriate, services or goods similar to those terminated, and the Company shall be

liable to the City for any excess costs for those services or goods. However, the Company shall continue any work not terminated.

(d) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control and without the fault or negligence of the Company. These circumstances are limited to such causes as (I) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed 60 days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-3 (Termination for Convenience).

(e) Either party may terminate this Contract, in whole or in part, if the other party becomes insolvent or bankrupt or makes an assignment for the benefit or creditors, or if a receiver or trustee in bankruptcy is appointed for the other party, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the other party and is not dismissed within 30 days following commencement thereof.

(f) The City retains the right to terminate for default immediately should the Company fail to maintain the required levels of insurance, fail to comply with applicable local, state, and Federal statutes governing performance of these services, or fail to comply with statutes involving health or safety.

(g) In the event that the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to Section D-1 (Legal Notice) above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of Section E-1 (Disputes) of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-5 Insurance [CAO-08.01.13]

(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 Offeror'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 Offeror'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 Offeror's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

(iv) Professional Liability Insurance of limits no less than $1,000,000, combined single limit and in the aggregate. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) Company must provide required insurance certificates and endorsements to Insurance Tracking Services (ITS) immediately upon notification of selection. Award is conditional upon verification by ITS that all insurance requirements have been met. All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide ITS with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. The Company and/or insurance carrier shall provide the City with a 30 day advance notice of policy modification, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

Submit certificates of insurance to:

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

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

A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section E-5 shall be provided to the City if so requested.

(c) The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key rating of A VII, or higher. The adequacy of the insurance supplied by the Company, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

(d) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $25,000.00 without the prior written approval of the City.

(e) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-4, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

(f) Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

(g) The Company is encouraged to purchase any additional insurance it deems necessary.

(h) The Company is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Company, its subcontractors or anyone employed, directed or supervised by the Company.

E-6 Indemnification [CAO-5/2/12]

(a) In addition to the insurance requirements set forth in Section E-5 (Insurance), the Company shall protect, indemnify and hold harmless the City, its officers, employees, agents, and consultants (collectively herein the "City") from any and all claims, liabilities, damages, losses, suits, actions, decrees, and judgments including, attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of, any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, or agents in the performance of the terms, conditions and covenants of the Contract, regardless of whether the Liabilities were caused in part by the City.

(b) If a third party claim against the City for negligent performance by the Company is within the limits of its liability insurance, and the insurance company has accepted the City's tender of defense, then the City will pay the Company

what is due and owing to them within the payment method specified in this Contract. However, if the claim is greater than the coverage amount, the City, for its protection, may retain any money due and owing the Company under this Contract, until the claim has been resolved. In the event no money is due and owing, the surety, if required, of the Company, may be held until all of the Liabilities have been settled and suitable evidence to that effect furnished to the City.

(c) It is expressly agreed that the Company shall defend the City against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company.

E-7 Assignment [CAO-7/24/08]

Neither party may assign their rights nor delegate their duties under this Contract without the written consent of the other party. Such consent shall not be withheld unreasonably. Any assignment or delegation shall not relieve any party of its obligations under this Contract.

E-8 Waiver [CAO-7/24/08]

Waiver of any of the terms of this Contract shall not be valid unless it is in writing signed by each party. The failure of the City to enforce any of the provisions of this Contract, or to require performance of any of the provisions herein, shall not in any way be construed as a waiver of such provisions or to affect the validity of any part of this Contract, or to affect the right of the City to thereafter enforce each and every provision of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract.

E-9 Taxes/Compliance with Laws [CAO-08.01.13]

(a) The City is exempt from paying Sales and Use Taxes under the provisions of Nevada Revised Statutes 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The Company shall pay all taxes, levies, duties and assessments of every nature and kind which may be applicable to any work under this Contract. The Company shall make any and all payroll deductions required by law. The Company agrees to indemnify and hold the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

(b) The Company, in the performance of the obligations of this Contract, shall comply with all applicable laws, rules and regulations of all governmental authorities having jurisdiction over the performance of this Contract including, but not limited to, the Federal Occupational Safety and Health Act.

E-10 Audit of Records [CAO-5/2/12]

(a) The Company agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Company goes out of business, the Company shall forward the books and records to the City to be retained by the City for the period of time required herein.

(b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section

(c) If at any time during the term of this Contract, or at any time after the expiration or termination of the Contract, the City or the City's designated representative(s) find the dollar liability is less than payments made by the City to the Company, the Company agrees that the difference shall be either: (a) repaid immediately by the Company to the City or (b) at the City's option, credited against any future billings due the Company.

E-11 Independent Contractor [CAO-7/24/08]

In the performance of services under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization or corporation with which it subcontracts to fulfill this Contract. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this contract or any subcontract awarded by the Company shall create a partnership, joint venture or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-12 Severability [CAO-7/24/08]

The invalidity, illegality, or unenforceability of any provision of this Contract or the occurrence of any event rendering any portion or provision of this Contract void shall in no way affect the validity or enforceability of any other portion or provision of this Contract. Any void provision shall be deemed severed from this Contract, and the balance of this Contract shall be construed and enforced as if this Contract did not contain the particular portion or provision held to be void. The parties further agree to amend this Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Contract from being void should a provision which is of the essence of this Contract be determined void.

E-13 Conforming Services [CAO-7/24/08]

The services performed under this Contract shall conform in all respects with the requirements set forth in this Contract. The Company shall furnish the City with sufficient data and information needed to determine if the services performed conform to all the requirements of this Contract.

E-14 Modification/Amendment [CAO-7/24/08]

This Contract shall not be modified or amended except by the express written agreement of the parties, signed by a duly authorized representative for each party. Any other attempt to modify or amend this Contract shall be null and void, and may not be relied upon by either party.

E-15 Entire Contract, Section and Paragraph Headings [CAO-7/24/08]

(a) This Contract represents the entire and integrated agreement between the City and the Company. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Contract.

(b) The section and paragraph headings appearing in this Contract are inserted for the purpose of convenience and ready reference. They do not purport to define, limit or extend the scope or intent of the language of the sections and paragraphs to which they pertain.

E-16 Conflict of Interest (City Officials) [CAO-5/2/12]

(a) An official of the City, who is authorized on behalf of the City to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Contract, payments under this Contract, or work under this Contract, shall not be directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for the City, who is authorized on behalf of the City to exercise any legislative, executive, supervisory or other similar functions in connection with this Contract, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to this Contract.

(b) Each party represents that it is unaware of any financial or economic interest of any public officer or employee of the City relating to this Contract. Notwithstanding any other provision of this Contract, if such interest becomes known, the City may immediately terminate this Contract for default or convenience, based on the culpability of the parties.

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership/Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein.

E-17 Public Records [CAO-5/2/12]

The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Contract and all supporting documents are deemed to be public records.

E-18 Confidentiality – City Information [CAO-7/24/08]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may use or publish information specific to this solicitation to the extent stated in National IPA Exhibit A, section 1.2 Marketing and Administrative Support. The Company may not publish or sell any other information outside 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.

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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 Goods

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

  (i) Description of Goods to be performed.
  (ii) Time of delivery.
  (iii) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The 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.

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:

Robert S. Warren 4-1-15
Deputy City Attorney — Date

BASF Corporation

Joanne Kuchinski 4/22/15
Name, Title — Date
Market Development Mgr

APPROVED BY LEGAL DEPT

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS

Exhibit A- REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

1.1 Requirement

The City of Las Vegas (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for Water Treatment. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will have the same structure as identified in the pricing schedule provided in the BASF response to the RFP.

All transactions, purchase orders, etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. Master Agreement pricing may change based on an agency's chemical compatibility (meeting customer's specifications) and needs based on the pricing structure provided in BASF's RFP response on the page entitled "2014 National IPA Master Agreement Offering". Supplier's consent is necessary to determine the best chemical compatibility option.

1.2 Marketing and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Marketing collateral (print, email, presentations)

B. Website support

C. Trade shows/conferences/meetings

D. Advertising

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing

B. Training sessions for Public Agency teams

C. Training sessions for Supplier teams

D. Regular business reviews to monitor program success

E. General contract administration

Suppliers are required to pay an administrative fee of 2% of the greater of the Contract Sales under the Master Agreement and guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately 5 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

F. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

G. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

H. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations;

I. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 Representations and Covenants

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is one of Supplier's primary "go to market" strategies for Public Agencies, (3) the Master Agreement will be promoted to applicable Public Agencies, including any existing customers if Supplier so determines, and Supplier will transition such existing customers upon Supplier's determination, and upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits that the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing

through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement. However, due to the multiple variables involved when determining pricing, price comparison between customers can be different.

2.3 Sales Commitment

Supplier commits to market the Master Agreement in this defined sector and that its sales force will be trained, engaged and committed to offering in appropriate circumstances the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement aggregate sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through National IPA.

3.1 Company

A. Brief history and description of your company.

B. Total number and location of sales persons employed by your company.

C. Number and location of support centers (if applicable).

D. Annual sales for the three previous fiscal years.

E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

A. Describe how your company proposes to distribute the products/service nationwide.

B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.

D. State any return and restocking policy and fees, if applicable, associated with returns.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your teams nationwide, to include, but not limited to:

   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the National IPA team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Pubic Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications within first 10 days

ii. Announcement, contract details and contact information published on the company website within first 30 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, etc.)

viii. Dedicated National IPA internet web-based homepage with:

- National IPA standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to National IPA’s online registration page;
- A dedicated toll free number and email address for National IPA

C. Describe how your company will transition any existing Public Agency customers' accounts that supplier determines to transition to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA logo. At a minimum, the Supplier's sales initiatives should communicate:

   i. Master Agreement was competitively solicited by a Principal Procurement Agency

   ii. No cost to participate

   iii. Non-exclusive contract

F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:

   i. Key features of Master Agreement

   ii. Working knowledge of the solicitation process

   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through National IPA

G. Provide contact information for the person(s), who will be responsible for:

   i. Marketing

   ii. Sales

   iii. Sales Support

   iv. Financial Reporting

   v. Contracts

H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.

J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of

marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

K. State the amount of your company's Public Agency sales for the previous fiscal year that Supplier may want to include in the National IPA program. Provide a list of Public Agency customers that Supplier may want to include in the National IPA program, the total purchases for each for the previous fiscal year along with a key contact for each.

L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement.

$_____.00 in year one

$_____.00 in year two

$_____.00 in year three

Exhibit B - NATIONAL IPA COMPANY ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (the "Agreement") is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company ("National IPA"), and _____ (herein "Supplier").

RECITALS

WHEREAS, the City of Las Vegas (herein "Principal Procurement Agency") has entered into a Master Agreement dated _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (herein "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), that enter into (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies;

WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and

WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, the Supplier's obligation to provide appropriate insurance.

4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) shall not be obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) shall not be obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

TERM OF AGREEMENT

6. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of paragraphs 3, 4 and 5 hereof and the indemnifications afforded by the Supplier to National IPA herein and in the Master Agreement, to the extent such provision survive the term of the Master Agreement, shall survive the term of this Agreement.

NATIONAL PROMOTION

7. National IPA and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Notwithstanding anything to the contrary, Supplier shall not be required to enter into a service agreement with any Public Agency unless Supplier desires to do so, approval not be unreasonably withheld. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

8. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order.

9. For those Public Agencies that Supplier determines to be appropriate Public Agencies to use the Master Agreement, upon request, Supplier shall make available to such interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases. In addition, Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier and National IPA shall provide each respective party with its logo ("Logo") and the standard terms of use for its general use in marketing the Master Agreement. Both parties shall obtain written approval from the other party prior to use of such party's Logo. Notwithstanding, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

MONTHLY REPORTING & FEES

10. Supplier shall pay National IPA an administrative fee in the amount of _2_% of the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and those Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). Supplier shall provide National IPA with an electronic accounting report, in Microsoft Excel, in the format prescribed by National IPA, on a monthly basis summarizing all Contract Sales for the applicable month. A sample of the Contract Sales reporting format is provided as Exhibit C, attached hereto and incorporated herein by reference. For the avoidance of doubt, if Supplier has already entered into an agreement with a Participating Public Agency separate from the Master Agreement, Supplier's sales shall not count as "Contract Sales" unless agreed to in writing by Supplier.

11. Reports of Contract Sales for Principal Procurement Agency and Participating Public Agencies in each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Quarterly Administrative Fee payments shall be provided by Supplier to National IPA by the 10th day of the month following the applicable quarter. Such reports shall be accompanied by an administrative fee payment in the amount indicated on the report as being due. Administrative fee payments are to be paid by the Supplier to National IPA via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a monthly report or payment of the administrative fees within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion.

12. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with monthly reports submitted by Supplier for a period of two (2) years from the date National IPA receives **such** monthly report (herein "Audit"). National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such Audit, Supplier shall provide all materials reasonably requested relating to such Audit by National IPA at Suppliers headquarters in Florham Park, New Jersey. In the event an underreporting of Contract Sales and a resulting underpayment of administrative fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any administrative fees due and owing, and reimbursement of National IPA's costs and expenses related to such Audit. In the event such Audit reveals an over reporting of Contract Sales and resulting overpayment of administrative fees, Supplier shall reduce the next payment to National IPA in the amount of such overpayment, provided that if Supplier has no payment obligations for National IPA for six (6) consecutive months, any such remaining overpayments shall be made to Supplier in a check to Supplier.

GENERAL PROVISIONS

13. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

14. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

15. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform National IPA's obligations hereunder. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.

16. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. National Intergovernmental Purchasing Alliance Company

National IPA
Attn: President
725 Cool Springs Blvd
Suite 100
Franklin, TN 37067

B. Supplier

BASF Corporation
100 Park Avenue
Florham Park, NJ 07932

17. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

18. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

19. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

20. This Agreement will be construed under and governed by the laws of the state of Delaware, excluding its conflicts of law provisions.

21. Supplier and National IPA shall keep confidential any information in any form, tangible or intangible, supplied in writing, orally or by observation, and identified as "confidential," which may be disclosed to the other party. Both parties agree that monthly aggregate sales will be reported to the Principal Procurement Agency.

Authorized Signature, Supplier

Joanne Kuchinski
Signature

Joanne Kuchinski
Name

Municipal Market Mgr
Title

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY

Signature

Ward H. Brown
Name

Chief Operating Officer
Title

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
For possible action to approve award of Agreement No. 150144-JH, Right of Way Services Agreement for Grand Central Industrial Corridor - Martin L. King Boulevard/Industrial Road Connector, Oakey Boulevard to Alta Drive - Department of Operations and Maintenance - Award recommended to: OVERLAND, PACIFIC & CUTLER, INC. ($671,810 - Road and Flood Capital Projects Fund) - Wards 1 and 3 (Tarkanian and Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $671,810
Funding Source: Road and Flood CPF
Dept./Division: Operations and Maintenance

PURPOSE/BACKGROUND:
This agreement provides for consultant services for Right-of-Way services for the City's Grand Central Industrial Connector Project (GCI). The City is working in conjunction with the Nevada Department of Transportation (NDOT) to construction the Martin L. King/Industrial Road connector between Oakey Boulevard and Alta Drive. This consultant is currently performing similar services for the NDOT for project NEON. GCI will be integrated into Project NEON and is critical to assuring the timelines are met and federal processes are followed. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Overland, Pacific & Cutler, Inc. is located in Irvine, California.

PCC: J. Hill POC: Charles Grombacher - (480) 510-6007

RECOMMENDATION:
That City Council approve award of Agreement No. 150144-JH, Right of Way Services Agreement for Grand Central Industrial Corridor - Martin L. King Boulevard/Industrial Road Connector, Oakey Boulevard to Alta Drive to Overland, Pacific & Cutler in the amount of $671,810. Authority to execute the Agreement is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Agreement No. 150144-JH
2. Certificate - Disclosure of Ownership/Principals
3. Agenda Summary Page 15 from February 4, 2015 City Council Meeting

RIGHT OF WAY SERVICES AGREEMENT
FOR
FOR GRAND CENTRAL INDUSTRIAL CONNECTOR

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 OVERLAND, PACIFIC & CUTLER, INC., (the "Consultant"),** a Corporation, whose address is **1 Jenner, Suite 200, Irvine, CA 92618**

WITNESSETH:

WHEREAS, the City intends to CONTRACT FOR **RIGHT OF WAY SERVICES FOR GRAND CENTRAL INDUSTRIAL** CONNECTOR (herein the "Project"); and

WHEREAS, the City desires to construct flyover access from South Grand Central to Industrial Road, and desires to retain the Consultant who will be responsible for providing the professional services for all appraisal, appraisal review, acquisition, and relocation activities for the Grand Central Industrial Connector, more fully described below and in the exhibits attached hereto; and

WHEREAS, the Consultant will provided services in coordination with the adjacent Project NEON as this portion of work will be integrated into Project NEON by the Nevada Department of Transportation; and

WHEREAS, the Consultant or subconsultant(s) is properly licensed pursuant to NRS 645C, and are properly credentialed through the International Right of Way Association; 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.

SECTION TWO
CITY RESPONSIBILITIES

2.01 ***City Representative.*** The Director of Operations and Maintenance 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 within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

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

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

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

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

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

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

publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Contract.

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

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

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

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

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

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

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

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

G. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Agreement and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The

Consultant shall maintain all insurance coverages specified in Section 10.05 for the duration of this Agreement and liability coverage as required by Section 10.05 for two years following completion of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.03B or Section 10.20B, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot

agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

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

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

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

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

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

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

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

CITY OF LAS VEGAS

By_____
Yolanda Jones, Manager, Purchasing & Contracts

CONSULTANT

By_____
Joey Mendoza, Overland, Pacific & Cutler, Inc.

ATTEST

_____
LuAnn D. Holmes, MMC Date
Acting City Clerk

APPROVED AS TO FORM

John S. Ridilla 4/14/15
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

LIST OF EXHIBITS

EXHIBIT " A " SITES, SCOPE OF SERVICES, SUBCONTRACTS, REGULATORY AUTHORITY

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " RERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " ADDITIONAL COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " DISCLOSURE FORM

EXHIBIT "A"

ARTICLE 100: Sites

100 The scope and location of the Project is generally described as follows: Request for Right of Way Services, City of Las Vegas Grand Central Industrial Connector Project.

100.01 **APNs 162-04-606-003, 162-04-606-004, and 162-04-606-005: Industrial Road Real Estate LLC**
Parcel is a large commercial bus storage and charter facility. Proposed impacts result in approximately 25 lost parking spaces and bus storage stalls. Impacts such as these are significant and could result in damages that are detrimental to the larger parcel and Showtime business. In order for these impacts to not result in a costly full acquisition, OPC may assume that remnant from the adjacent full acquisition parcel (APN 162-04-606-002) may be available for use as mitigation of the losses sustained to this parcel. This parcel presents several cost and schedule risks to project. Early, clear, and consistent communication channels will need to be established with the property owner in order to gauge cooperation levels and property owner/tenant needs.

100.02 **APN 162-04-608-011: Kaboli**
Most recent street view images seem to indicate that this parcel is a vacant commercial/industrial building. Proposed impacts are that of a small permanent corner cut at the intersection. OPC assumes that such impacts will not result in damages to the building and/or the need for demolition, relocation, or a full acquisition of the property.

100.03 **APN 162-04-608-006: Kaboli**
Though ownership is the same as the adjacent parcel (above APN 162-04-608-011), it is difficult to discern whether these parcels have separate uses. Proposed impacts are temporary and assumed to be minimal. OPC assumes that no parking spaces will be impacted permanently and that access via Industrial Road will be maintained throughout construction. An encroachment permit may be needed for private improvements located within the right-of-way.

100.04 **APN 162-04-609-002: Bell Real Estate LLC**
Parcel appears to be a vacant commercial/industrial lot. Proposed impact will be minimal.

100.05 **APN 162-04-609-003: Lexia**
It appears there is an existing block and wrought iron fence located on the property line that will need to be removed and relocated. OPC assumes that no parking spaces will be impacted permanently and that access via Wyoming Avenue will be maintained throughout construction.

100.06 **APN 162-04-609-010: Wells Property Management, LLC**
Proposed improvements appear to result in temporary impacts to 14 parking spaces, and permanent impacts to 4 parking spaces. OPC assumes that access to the parcel via Industrial Road will be maintained throughout construction as this driveway is the only access point.

100.07 **APN 162-04-507-010 and 162-04-607-002: Diaz**
Proposed impacts to APN 162-04-607-002 are temporary and assumed to be minimal. OPC assumes that no parking spaces will be impacted permanently and that access via Industrial Road will be maintained throughout construction. APN 162-04-507-010 is part of the same larger parcel but is impacted at the west end by a large permanent partial acquisition. The parcel appears to be a type of industrial storage yard. Though impacts appear to be significant, it seems that the parcel can be salvaged and the business still able to operate. Depending on final construction, some reconfiguring of the parcel and parking spaces could be done to minimize damages, though some amount of severance damages appear to be unavoidable. It appears that these 2 parcels are different businesses. Also, on 162-04-507-010, it appears that the bus wash area and dump station will be impacted by the improvements. An encroachment permit may be needed for 162-04-607-002 for private improvements located within the right-of-way.

100.08 **APN 162-04-606-001: Gleed**
Project proposes a full acquisition of this parcel. Excess land remaining from this acquisition appears to be mostly unusable in after condition. It is also understood that an appraisal has already been completed by Timothy R. Morse & Associates, review appraisal has been completed by Anderson Valuation and offer has been made to property owner by the City of Las Vegas Right-of-Way staff.

Based on information provided by property owner, only two (2) businesses were operating from this parcel at the time the offer was made and would be eligible for relocation benefits.

100.09 **APN 162-04-606-002: Vazzana**
Project proposes a full acquisition of this parcel. OPC assumes that excess land remaining from this acquisition may possibly be used to mitigate damages resulting from impacts to the adjacent Industrial Road Real Estate LLC property. Based on preliminary investigation of the parcel, it appears that two (2) separate tow yards operate from this parcel and will need to be displaced. Existing tenants to be verified prior of offer to property owner.

100.10 **APN 162-04-607-007: 320 West Utah Ave LLC**
Parcel appears to be an auto repair type facility with an attached salvage yard. The project proposes the partial fee acquisition of a significant portion of the salvage yard. While OPC will proceed with this assumption, it should be noted that such impacts may call into question the usability of the remaining parcel, and lead to resistance from the property owner. (CLV Remark: Full acquisition and relocation may be needed)

100.11 **APN 162-04-608-001: Mellor**
Proposed impacts are temporary and assumed to be minimal. OPC assumes that no parking spaces will be impacted permanently and that access via Industrial Road will be maintained throughout construction. An encroachment permit may be need for private improvements located within the right-of-way.

100.12 **APN 162-04-608-005: Orchard**
Proposed impacts are temporary and assumed to be minimal. OPC assumes that no parking spaces will be impacted permanently and that access via Industrial Road will be maintained throughout construction. An encroachment permit may be need for private improvements located within the right-of-way.

100.13 **APN 162-04-609-001: Gaming Partners Intl.**
Parcel appears to serve as parking for the adjacent building. Proposed impacts don't appear to propose any significant threat to improvements or access in the after condition. OPC assumes that access to the lot via Industrial Road will be maintained throughout construction as this driveway is the only access point.

100.14 **APN 162-04-607-004: Edwards**
Proposed impacts are temporary and assumed to be minimal. OPC assumes that no parking spaces will be impacted permanently and that access via Industrial Road will be maintained throughout construction.

100.15 **APN 162-04-607-019: Black**
Proposed impacts are temporary and assumed to be minimal. OPC assumes that no parking spaces will .be impacted permanently and that access via Industrial Road will be maintained throughout construction.

100.16 **APN 162-04-609-003: Allen Trust**
Parcel appears to be an industrial yard, with one structure located near the existing right of way limits at Wyoming Ave. The project proposes a strip partial fee acquisition and temporary construction easement at the northwest corner of the parcel, near to the previously mentioned structure. OPC assumes that no structures will be adversely affected by proposed improvements or acquisitions.

100.17 OPC has reviewed and understands each site's requirements, the scope of work and complexity required for services as outlined in Article 101 have been included for each site location identified above. Any additional sites or complexity of scope of site(s) will be added in accordance with Section 4.01, Additional Services.

ARTICLE 101: SCOPE OF SERVICES

101.1 **OVERVIEW OF SCOPE OF SERVICES**

101.2 Under this scope of services, Overland, Pacific & Cutler, Inc. (·OPC·) will provide Appraisal, Appraisal Review, Acquisition, Relocation, and Property Management Services for a portion of the Grand Central Industrial Connector project.

101.3 OPC will provide Appraisal, Appraisal Review, Acquisition, and Relocation for the areas of the project defined in this task order scope of work. Based on the schedule for construction completion, which Is subject to change, it is anticipated that all acquisition activities be completed by July 1, 2017 and all relocations completed by December 31, 2017.

101.4 It is anticipated certain Right-of-Way engineering activities will be performed by the City of Las Vegas,("CITY) and will include the following; obtaining title reports, legal descriptions, and providing all right-of-way mapping. This information will be provided as it becomes available, but no later than February 28, 2016. OPC will be able to move forward with acquisition activities as soon as they receive the Notice to Proceed (NTP) from the CITY. All updating of title reports will be done upon request from OPC and will require additional time to complete.

101.5 It is anticipated that the major activities include:

101.5.1 Project Planning and Management

101.5.2 Right of Way Appraisal, Appraisal Review, and F&E Appraisal

101.5.3 Property Negotiations

101.5.4 Title and Escrow Services

101.5.5 Relocation Assistance Services

101.6 Schedule for Construction

It is anticipated that construction completion for the project will be achieved by April, 2019. This is subject to change.

101.7 PROPOSED FEES: SEE EXHIBIT D-1, FEE BREAKDOWN

101.8 DETAILED DESCRIPTION OF SCOPE OF SERVICES

101.8.1 As more fully described in the following subsections, OPC will provide all services necessary to update project cost estimates for appraisal, appraisal review, acquisition, relocation, and property management to meet federal and NDOT guidelines (up to 3 updates).OPC will acquire title to real property in the name of the CITY, in form and substance acceptable to the CITY; relocate displaced persons (i.e., displaced businesses, non-profit corporations, small farms and residential occupants), perform all property management functions except demolition activities. OPC will maintain and provide complete and detailed records of all right-of-way activities performed in a manner acceptable to the CITY

101.8.2 Complete all administrative activities and prepare all documentation sufficient to acquire the right-of-way and relocate the displaced persons/businesses. Obtain the CITY's review and approval of all appraisals, appraisal reviews, acquisition packages, administrative settlements, and closing procedures. OPC will not commence any negotiations with landowners until the amount of Just Compensation has been established by the NDOT/CITY. OPC will incorporate ninety (90) days into the schedule for negotiations and will include a minimum of three personal contacts per ownership during the first thirty (30) days of the negotiation period. If an agreement has not been reached within the first thirty (30) days of negotiations, the agent must contact the property owner at a minimum of once every two (2) weeks for a period not less than sixty (60) days unless directed otherwise by the CITY.

101.8.3 OPC will deliver all reports, correspondence, and documents relating to each acquisition to the CITY in both electronic format and hard copy, or as requested by the CITY. OPC will provide copies of all incoming and outgoing correspondence as requested.

101.8.4 OPC will maintain an electronic file with accessibility upon reasonable request by the CITY, and electronically transmit to the CITY, in a format acceptable to the CITY, bi-weekly status reports of all parcels and activities related to Right-of-Way including but not limited to property acquisitions by parcel, relocations by displacee, disposition of temporary easements or other property interests. Update electronic records bi-weekly (or as requested) and make accessible to the CITY's Right-of-Way Division and Project Management Division.

101.8.5 OPC will update and modify right-of-way cost estimates for this Scope of Services work as the acquisitions progress. The cost estimate one (1) will include the cost of appraisal, appraisal review, acquisition, relocation, and property management. Additional Cost estimates required will be covered under additional services.

101.8.6 Maintain Separation of Duties on all parcels. In no case shall any Right-of-Way Agent perform more than one of the following activities on any parcel:

101.8.6.1 Acquisition of real property rights;

101.8.6.2 Appraisal of property interests;

101.8.6.3 Provide relocation assistance or administer relocation benefits.

101.8.7 Legal Compliance. Complete and document all right-of-way activities in compliance with applicable laws [including the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* as amended (Uniform Act)], NDOT's Right-of-Way Manual (Manual), CITY's policies and procedures, Uniform Standards of Professional Appraisal Practice, Nevada Revised Statutes and other applicable rules and regulations. The CITY retains the right to replace any or all team members on the project that fail to comply with: 1) required state or federal statutes; 2) NDOT/CITY regulations and policies for acquisition, appraisal, appraisal review of real property, and the relocation of displacees for this project.

101.8.8 Note: OPC will use the most current manual provided by Nevada Department of Transportation (NDOT) Deliverables:

101.8.8.1 ROW Status Reports,

101.8.8.2 Updated Cost Estimates,

101.8.8.3 Electronic Files as requested and noted above.

101.9 PROJECT PLANNING AND MANAGEMENT

101.9.1 Preparation of a comprehensive project planning worksheet designed to ensure all project elements are considered and the work plan and client's policies are clearly understood.

101.9.2 Comprehensive initial project planning, including policy and budget analysis, and participation in informational meetings with the public and official representatives.

101.9.3 Tracking and managing all budgetary-related aspects of the project associated with OPC's Scope of Work.

101.9.4 Assisting the CITY with the development of administrative policies, procedures, and forms necessary to carry out the initial program. Ongoing general consultation and project coordination with the CITY, social service agencies, governmental entities, and project team members.

101.9.5 Representation of the CITY at public meetings and hearings.

101.9.6 Preparation of tracking reports that monitor the completion of project milestones of the various disciplines involved on the project.

101.9.7 Preparation and presentation of a semi-monthly status report based on the agreed-upon guidelines on information to be provided. Confer with CITY verbally on general status, problem areas, and progress.

101.9.8 Coordinate with federal and state oversight agencies such as NDOT and FHWA.

101.9.9 Subcontracting for and managing any necessary disciplines as identified below in this Scope of Work.

101.10 CITY OVERSIGHT, MONITORING, AND REVIEW

101.10.1 The CITY's retains the right to approve team members *and/or* sub-contractors working on the project prior to their involvement with the project.

101.10.2 The CITY or its designee, may, at its discretion, review *and/or* monitor the right-of-way activities and services performed by the OPC. This will be for oversight as a secondary review. Primary review shall be conducted by the OPC. The CITY will notify the OPC in writing of any Project oversight monitor or reviewer under contract with the CITY. The OPC will provide in a timely manner to the CITY any information the CITY requests to assist in the CITY's review and assessment of the progress, timeliness, adequacy, and sufficiency of the OPC's right-of-way activities. OPC shall maintain an electronic record, in a format acceptable to the CITY and readily accessible by the CITY, of all contacts, discussions, concerns, actions taken and correspondence sent documenting all right-of-way activities completed on the project by ownership (i.e.: diary).

101.10.3 Submittal.

101.10.3.1 Within twenty (20) working days after issuance of Notice to Proceed (NTP), OPC shall submit a schedule for the acquisition and delivery of right-of-way to the Right-of-Way Division and Project Management Division for review and written approval. Include in the schedule the following:

101.10.3.2 The beginning date and anticipated completion date of right-of-way acquisition (per parcel); the schedule shall include milestones for each step in the right-of-way process, updated twice per month until acquisitions are complete. The schedule will be provided in Microsoft Project and Adobe Acrobat or other approved software.

101.10.3.3 Priorities for parcels whose acquisition will significantly impact the Project Schedule and/or affect its critical path.

101.10.4 Communications.

101.10.4.1 In all correspondence, whether electronic or hard copy, with the owner and/or the CITY, relating to right-of-way activities include the following information (at a minimum) in a heading:

101.10.4.1.1 Project Number; _____

101.10.4.1.2 Project Name;

101.10.4.1.3 Assessor's Parcel Number(s); and

101.10.4.1.1.4 Name-of -the owner(s) of record

101.11 CONDUCT MEETINGS

101.11.1 OPC will conduct meetings twice a month at the City or as agreed to by both parties. Topics may include:

101.11.1.1 Appraisal;

101.11.1.2 Appraisal Review;

101.11.1.3 Acquisitions (i.e., fee, Permanent easements, Temporary easements, Tenant-owned Improvements Permissions to construct, Control ofaccess);

101.11.1.4 Relocations of displaced persons and/or businesses;

101.11.1.5 Quality Assurance /Quality Control

101.11.1.6 The schedule for acquisition and delivery of right-of-way

101.11.2 Deliverables:

101.11.2.1 Agenda
101.11.2.2 Meeting Minutes

101.12 OWNER/PUBLIC INQUIRIES

101.12.1 OPC will respond to property owners within one working day and to general public inquiries within two working days regarding right-of-way acquisition and relocation procedures under the Uniform Act.

101.13 PARCEL MITIGATION SERVICES

101.13.1 All Parcel Mitigation services will be performed in compliance with the Uniform Act and the Manual. . All parcels subject to mitigation services shall be pre-approved by City representative.

101.13.2 The three pre-approved properties for parcel mitigation are: APN 162-04-607-007: 320 West Utah Ave LLC; APN 162-04-507-010: Diaz; and APNs 162-04-606-003, 162-04-606-004, and 162-04-606-005: Industrial Road Real Estate LLC.

101.13.3 Additional Parcel Mitigation required beyond three (3) will be covered under additional services.

101.13.4 Mitigation Planning

101.13.4.1 Perform as-needed research with the City for available records and requirements.

101.13.4.2 Site visit and preparation of a photograph log of all affected facilities

101.13.4.3 Meeting with City to discuss zoning, setback, and permitting requirements.

101.13.4.4 Participate in two (2) progress meetings with City

101.13.4.5 Prepare proposed conceptual site plan depicting relocated facilities, proposed facilities, parcel lines, topography, and setback requirements.

101.13.4.6 Prepare a comprehensive estimate of probable costs identifying anticipated man hours, relocation / construction / demolition costs in itemized format, temporary storage and other as-needed costs to relocate / construct improvements as shown in proposed conceptual site plan.

101.13.4.7 Prepare a comprehensive schedule of duration for construction / relocation consistent with the proposed conceptual site plan and comprehensive estimate.

101.13.4.8 Prepare a written summary report and action plan identifying a written summary of assumptions, constraints and conflicts, summary of construction / relocation consistent with the proposed conceptual site plan and comprehensive estimate

101.13.4.9 Coordinate results of research, assumptions and curative items of proposed mitigation plan with real estate appraiser(s)

101.14 APPRAISAL ACTIVITIES

101.14.1 OPC will:

101.14.1.1 Provide the CITY with a fair market value for each parcel. All appraisals and appraisal reviews shall be prepared by a CITY approved appraiser.

101.14.1.2 Additional Appraisal required beyond three (3) will be covered under additional services

101.14.1.3 OPC will coordinate selection of qualified, MAI (Member of the Appraisal Institute) certified appraisers who are licensed by the State of Nevada. CITY approval is required for each appraiser and each review appraiser OPC plans to use for this project.

101.14.2 The appraiser will:

101.14.2.1 Consider and include the following in the appraisal report:

101.14.2.1.1 Tenant Owned Improvements (TOI's,) Outdoor Advertising Signs or any other extraordinary improvements (cell towers etc.) that the appraiser should be prepared to appraise and include in his/her bid estimate.

10.14.2.1.2. Applicable outdoor advertising sign sites, including all pertinent special analyses, studies, or reports, including but not limited to a Real and Personal Property Report.

101.14.2.2 For each parcel, provide the CITY's Right-of-Way Division with copies of all written leases, licenses, and other occupancy agreements to identify lessees, licensees, and other occupants with potential compensable interests in each parcel to determine the value of each such interest.

101.14.2.3 Immediate written notification to the CITY of any concerns that could require environmental remediation of or other special attention to right-of-way parcels and/or additional properties.

101.14.2.4 Updated appraisals and appraisal reviews may be required every six (6) months from the initial date of value, unless waived by the CITY Right-of-Way Manager.

101.14.2.5 Establishment of a personal pre-appraisal contact with each owner of record and each occupant lessee or tenant. Contact shall be in person and in writing. The written contact shall be, but is not limited to, the mailing of an introductory letter approved by CITY prior to mailing. Information in introductory letter and personal contact shall not obligate the CITY in any way with regard to the acquisition of any property. The gathering of appraisals is for information only during the planning process of this project.

101.14.2.6 Offer each owner of record, party of interest and any occupants, tenants and lessees or their designated representatives, in writing, via certified mail return receipt, the opportunity to accompany the appraiser on the appraiser's inspection of the parcel. The appraiser shall maintain a record of all such contacts (i.e. diary). Said diary shall be included with the appraisal in the acquisition file. If the appraiser is not able to contact the owner by certified mail, the Aappraiser shall use other reasonable and necessary methods to contact that owner and document the methods used in that effort in the diary. If contact is not possible or the owner(s) decline to accompany the appraiser for the property inspection, the appraiser shall document these facts in his/her diary.

101.14.2.7 Appraisal reports shall include, where applicable: cost-to-cure damages (even if planned to be cured under the contract by construction contract work), determination of retention values for improvements, contributory value of tenant-owned improvements and economic rent for properties that may be rented prior to clearance. OPC shall provide the approved Scope of Work to each Appraiser and Review Appraiser.

101.14.2.8 The appraiser will prepare an appraisal report for each parcel that:

101.14.2.8.1 Complies with and includes all matters required by this agreement and the Manual; and other applicable guidelines;

101.14.2.8.2 Satisfies the requirements of the Uniform Standards of Professional Appraisal Practices (USPAP) in effect at the time the appraisal is submitted; and

101.14.2.8.3 Provide copies upon request of appraisal file documents in a searchable digital format as they may be needed to respond to discovery motions.

101.14.3 FFE Appraisal Activities

101.14.3.1 Inspect each business facility
101.14.3.2 Prepare an inventory of the improvements pertaining to the realty and major movable equipment
101.14.3.3 Coordinate appraisal activities with the real estate appraiser to avoid duplication of compensation
101.14.3.4 Interview business ownership regarding the history, operation and tangible assets owned
101.14.3.5 Utilize generally accepted valuation methodology to estimate the replacement cost new, fair market value in place and liquidated value of the appropriate items owned by the business;
101.14.3.6 Prepare fully contained report in compliance with USPAP requirements.

101.15 PRE-APPRAISAL ACTIVITIES

101.15.1 OPC shall perform the following pre-appraisal activities:

101.15.1.1 Obtain pertinent portions of articles of incorporation or partnership information on property owners from Secretary of State for current status and list of officers.

101.15.1.2. Prepare detailed appraiser instructions which reflect all CITY requirements and any special instructions.

101.15.1.3 Solicit bids from no less than three (3) approved Appraisers and Reviewers.

101.15.1.4 Prepare appraisal and appraisal review contracts after the bids are reviewed, the appraiser selections have been made, and certificates of insurance coverage are obtained.

101.15.1.5 Meet with Appraisers to discuss the project, appraisal issues and CITY requirements.

101.16 APPRAISAL MANAGEMENT

101.16.1 The OPC will provide project Planning Notices and General Information Notices to property owners/tenants, as approved by CITY.

101.16.2 The CITY will provide OPC title reports for all parcels.

101.16.3 OPC's Appraiser shall provide the following appraisal activities:

101.16.3.1 Analyze each parcel for project impacts, the larger parcel and partial vs. total take concepts, and access to the remainders in the after condition. For partial acquisitions the appraiser will meet with OPC and the CITY to review each partial acquisition to analyze and determine how each partial acquisition is impacted by the project during and after construction, unless CITY deems such meeting unnecessary.

101.16.3.2 Establish personal pre-appraisal contact with each owner of record and each occupant lessee or tenant. Contact shall be in person and in writing. The written contact may be but is not limited to the mailing of an introductory letter approved by CITY prior to mailing. Information in introductory letter and personal contact shall not obligate the CITY in any way with regard to the acquisition of any property. The gathering of appraisals is for information only during the planning process of this project.

101.16.3.3 Appraiser will forward each appraisal report to OPC for formal review based on the CITY format.

101.16.4 Review Appraiser shall provide the following appraisal activities:

101.16.4.1 Submit Review Appraiser's report for each review o OPC for formal review based on the CITY format.

101.16.4.2 Document all observed issues with the Appraiser's submittals.

101.16.4.3 Document Appraiser's response to communicated issues when applicable.

101.16.4.4 Perform Review Determinations, as necessary.

101.16.5 OPC shall:

101.16.5.1 Forward the appraisal report and review to the CITY for formal review and approval for the purpose of setting just compensation.

101.16.5.2 Deliverables:

101.16.5.2.1 Appraisal Report
101.16.5.2.2 Appraisal Review Report
101.16.5.2.3 Copies of observed issues and responses raised by Review Appraiser when applicable

101.17 SETTING OF JUST COMPENSATION

101.17.1 CITY shall:

101.17.2 Have 5 calendar days to respond to OPC regarding appraisal.

101.17.3 Provide Just Compensation, as set by NDOT, within 14 calendar days after NDOT's receipt of appraisal report and review.

101.18 REAL PROPERTY ACQUISITION

101.18.1 OPC shall perform the following tasks upon receipt of the CITY's approved just compensation for each acquisition:

101.18.2 Conduct all assigned property negotiations in accordance with the requirements of the Manual, Nevada Revised Statutes, The Code of Federal Regulations (CFRs) and the Uniform Act. All acquisition agents hired to acquire real property for this project must be qualified agents approved by the CITY's Right-of-Way Manager.

101.18.3 All agents working as Acquisition Agents or Negotiators shall be qualified and experienced. Experience shall include acquisition and relocation activities which have been performed under the requirements of the Code of Federal Regulations (CFRs) and the Uniform Act. Senior agents are expected to have at least five (5) years professional experience directly related to right-of-way. Agents shall be

adequately supervised by a qualified OPC Acquisition Manager who has extensive experience and knowledge of pertinent CFRs and the Uniform Act. All agents must be fully qualified to perform the duties assigned.

101.18.4 Prepare a working file for each acquisition parcel following the procedures listed in the Manual, including a just compensation memorandum. Provide the CITY with direct access to a maintained and regularly updated electronic file containing the negotiator's diary for each owner documenting each owner contact with the date, time, location, persons present and subjects discussed during each contact.

101.18.5 Ensure all title and appraisal reports are current and updated.

101.18.6 Verify negotiation data by reviewing and verifying right-of-way engineering data, title and appraisal reports, deeds, legal descriptions, parcel maps and conducting field reviews. Identify all title exceptions and subordinate rights to be cleared and obtain necessary documents to clear these from title. Conduct field review of the acquisition.

101.18.7 Make initial contact with owners to gather pertinent data, lease facts, and information to complete an Ownership Occupancy form (Form 547).

101.18.8 Identify lessees, licensees, occupants, or other parties with potential compensable interests and if appropriate, after consultation with the CITY, negotiate with such parties for the acquisition of their compensable interests. Provide timely response to the verbal or written inquiries of any, lessee, licensee, occupant or other holder of a compensable interest, as applicable, not more than two (2) working days after the inquiry.

101.18.9 Prepare acquisition packages in accordance with the Manual.

101.18.10 Prepare and deliver documents of conveyance to the property owner, tenants of any compensable interest, as applicable, and obtain their execution of the same. Obtain notarization of all signatures on documents to be recorded, in accordance with Nevada law. All owners of record need to sign the conveying document. If new parties of interest are discovered during negotiations or vesting other than what was indicated on the original documents, OPC shall contact the CITY as to how to proceed. The acquisition file shall be revised to include all corrected grantors and all appropriate forms, deeds and other documents will be revised accordingly.

101.18.11 Present a Title VI Compliance Questionnaire and The Title VI Nondiscrimination complaint Procedures for Federally Assisted Programs or Activities and give the owners their agents, and lessees of property to be acquired a copy of the "NDOT Division of Civil Rights Fact Sheet" brochure.

101.18.12 Submit one acquisition package to the CITY, for review and approval prior to contacting owner. Such package shall be reviewed and returned to OPC with comment or direction for corrections within seven (7) working days. OPC shall make all recommended corrections prior to contacting the owners. This package shall include applicable forms according to the Manual including, but not limited to, the Public Highway Agreement, Preliminary Title Report, Appraisal Report, Appraisal Review, Escrow Instructions, Deeds, Legal Description, Appraisal Summary Statement, Ownership Occupancy form (Form 547), Negotiator's Diary, right-of-way parcel maps, agent's business card, Nevada Highways and Your Property Brochure, a copy of the Just Compensation memo and Mutual Release forms when applicable.

101.18.13 Make every reasonable effort to meet with owners as soon as possible after receipt of acquisition approval from the CITY. As much as possible, OPC shall meet owners in person to present the acquisition packages. When owners are outside the local area the initial offer may be made by certified mail return receipt requested. In such cases the agent shall follow up within three (3) business days to ensure the owner understands the details of the project, its effect on the property, the amount of the offer and the owner's rights under the Uniform Act. Such contacts shall be clearly documented in the Agent's parcel diary.

101.18.14 Coordinate with the Relocation Agent so that concurrent Acquisition and Relocation activities can be completed in the manner required under the Uniform Act and to protect the affected property owner and/or tenant.

101.18.15 Negotiations for acquisition shall include explaining the acquisition process, answering questions, addressing concerns, problem solving, coordinating meetings and field inspections with appropriate staff, or public agency. Allow a reasonable amount of time [at least thirty (30) days] for the owner/tenant to consider the offer with multiple contacts being made to answer questions, research issues and concerns, resolve differences, and coordinate with CITY as needed.

101.18.16 When tenant-owned improvements have been certified and released by owner and tenant, make offers to tenants for tenant-owned improvements according to the Manual including, but not limited to, offer letter, Appraisal Summary Statement, Public Highway Agreement, Deed, and obtain and record a signed Mutual Release & Certification form.

101.18.17 Coordinate with title companies and open escrows on all purchases. Monitor escrows, review all escrow documents. Promptly prepare and transmit closing package to the CITY with a summary memo, request for payment and all appropriate documents and forms as outlined in the Manual. Provide the CITY information for payment of escrow fees including an escrow invoice and supporting

documentation. Ensure the CITY receives title insurance policies in the amount of the purchase cost of the land and improvements and clear title to all properties acquired when applicable. Meet owner/tenant onsite for a walk-through, obtain keys and take physical possession of property. Monitor closing of escrow to ensure timely payment to owners.

101.18.18 For rejected offers, advise the property owners, and other holders of compensable interests, or their representatives of the administrative settlement process. In all dealings with property owners and other holders of compensable interests, clearly represent and maintain that the CITY has the ultimate decision authority regarding any settlement requests. Confer with and deliver to the CITY any settlement request from property owners as applicable, including a detailed recommendation from OPC. Receive counter-offers and present them to the CITY for consideration. Assist with the negotiation of administrative settlements. Review and provide a written recommendation together with supporting documentation on all counter proposals submitted by the property owners to the CITY for review and prepare settlement packages. Deliver the administrative settlement request and OPC's recommendation with supporting documentation to the CITY within ten (10) working days of receipt of the request. Remain open to all reasonable settlement requests (that comply with the regulations as outlined herein) that are feasible and are justified and will help expedite the right-of-way acquisition process.

101.18.19 Where agreements cannot be reached, consult with the CITY as needed. Upon approval of the CITY to proceed with condemnation, prepare condemnation packages as required including Negotiator's Report. Provide complete condemnation packages to the CITY Right-of-Way Manager. Prepare for and attend meetings with the City Attorney Office, as requested, to brief on all conditions and progress of the acquisition. Prepare the proper noticing letters Condemnation Referral Letter Rescinding Offer (Forms 586) or Condemnation Referral w/continued Negotiations (Form 587) and Notice of Public Meeting (Form 503) and when applicable the Letter Rescinding Offer (Form 586B), upon receipt of proper notice from the CITY. When applicable and approved by the CITY Prepare "Rent to Hold Vacant Agreement" and obtain owners signatures on documentation required for "Rent to Hold Vacant Agreement", as needed.

101.18.20 Should any parcel being acquired require condemnation services for litigation, these services shall be covered through additional services.

101.18.21 Deliverables:

- 101.18.21.1 Acquisition Closing Package
- 101.18.21.2 Escrow Closing Package
- 101.18.21.3 Acquisition Files
- 101.18.21.4 Condemnation Package

101.19 TITLE & ESCROW COORDINATION

101.19.1 Open esrow and coordinate execution of closing instructions providing for title insurance coverage at the settlement amount.
101.19. Provide escrow officer with fully executed acquisition contract and notarized deed.
101.19.3 Work in conjunction with escrow officer to facilitate the clearance of title matters as set forth in the settlement memorandum and escrow instructions. Assist escrow to secure full or partial reconveyance or subordination instruments from lien holders of record.
101.19.4 Review settlement statement for accuracy.
101.19.5 Coordinate with CITY the deposit of acquisition amount and estimated closing costs with escrow.
101.19.6 After the closing, review the title insurance policy for accuracy.
101.19.7 Prepare and mail a letter to County Assessor requesting cancellation of taxes if appropriate.

101.20 RELOCATION ASSISTANCE

101.20.1 All relocation services will be performed in compliance with the Uniform Act and the Manual.

101.20.2 OPC shall:

101.20.2.1 Maintain a complete electronic and hard copy file that is separate from acquisition files, on each displacee, as needed (The file must contain a copy of all pertinent information from the acquisition file in accordance with the Manual).

101.20.2.2 Relocation assistance and Notices of Eligibility must be signed and approved by a qualified relocation agent as pre-approved by the CITY Right-of-Way Manager.

101.20.2.3 All Relocation agents shall be qualified and experienced. Experience shall include relocation activities which have been performed under the requirements of the Code of Federal Regulations (CFRs) and the Uniform Act. Agents shall be adequately supervised by a qualified OPC Relocation Manager who has extensive experience and knowledge of pertinent CFRs and the Uniform Act. All agents must be fully qualified to perform the duties assigned.

101.20.2.4 As directed by CITY, provide notice of relocation assistance and a relocation assistance brochure to all potentially displaced property owners, tenants, and other potential displacees.

101.20.2.5 Conduct relocation interviews with potential displacees, discussing general eligibility requirements, programs, and services. Complete and maintain interview forms with potential displacees. Maintain a relocation diary of all communication in accordance with the Manual.

101.20.2.6 Contact and provide relocation assistance to those parties impacted by the right-of-way acquisition and complete necessary forms for all displacees, as required. Provide sufficient advisory assistance to those actually displaced as well as to those impacted by the Project in compliance with applicable Federal regulations, the Uniform Act, and the Manual.

101.20.2.7 Locate, evaluate, and maintain files on comparable available housing, commercial, retail, and industrial sites, and make this information available to displaced person.

101.20.2.8 Conduct field inspections of all displacement dwellings to include preparation of inventories of personal property and tenant-owned improvements. Obtain cost estimates and/or verification of actual costs incurred and assist in completing documentation of moving expenses for payment of relocation benefits.

101.20.2.9 Compute and submit requests for all relocation benefit payments to the CITY's Right-of-Way Manager for review and approval. Upon approval of all relocation payment requests, present relocation notices of eligibility or housing studies to the displaced person.

101.20.2.10 Verify that all replacement housing as selected by the displacees is decent, safe, and sanitary (DS&S). Perform an inspection of the selected replacement residence completing a Replacement Housing Inspection Report (Form 614). No supplemental housing payments shall be released to the displaced person unless or until the replacement property has met the DS&S requirements unless expressly and specifically approved by the CITY.

101.20.2.11 Prior to requesting bids from moving companies, the agent shall prepare a moving plan in accordance with the Manual including, but not limited to, appropriate photographs, sketches and an inventory of all personal property that will be moved. This inventory should be prepared by the relocation agent. The agent and the displacee shall review the inventory to verify that it is accurate. Once prepared, the inventory is to be provided to the moving companies to assure consistent and comparable bids for the move.

101.20.2.12 For relocation of personal property from a residential property which is owner or tenant occupied, prepare a Scheduled Move cost estimate. If the displacee elects to claim reimbursement for a commercial move, the relocation agent shall obtain at least two (2) moving cost estimates from qualified, publicly recognized commercial moving companies. The Agent shall also prepare a moving plan with appropriate photographs, sketches and, as needed, an inventory of personal property to be moved. The agent will coordinate all moves with displacees and moving companies in compliance with the Manual and Uniform Act. For the relocation of personal property from a non-residential property, the agent shall obtain a minimum of two (2) complete bids from qualified moving companies, unless otherwise directed by the CITY. Make all residential Replacement Housing Payments, except moving expense payments, payable to the title company retained by the displaced person for the benefit of the displaced person. All supplemental housing payments for down-payment assistance must be applied to the purchase of the qualified replacement residence only. Process and compute increased interest payments on the mortgage of owner-occupied dwellings as required. No residential property relocation is anticipated with this project.

101.20.2.13 Perform quality control for the Relocation Assistance activities.

101.20.2.14 Submit one relocation packages to the CITY for review and approval prior to contacting the displacee. Package shall be reviewed and returned to OPC with comment or direction for corrections within five (5) working days. OPC shall make all recommended corrections prior to meeting with the displacee.

101.20.2.15 If a displacee has not moved after the thirty (30) day Notice expires, immediately notify the CITY Right-of-Way Manager or designee and prepare a written recommendation to facilitate the displacee's move.

101.20.3 Residential Relocation. For Residential property: deliver to displacees a Ninety (90) day Notice simultaneously with the written offer to purchase if possible, if not possible must be presented within seven (7) days of the Initiation of Negotiations or Notice of Intent to Acquire with the delivery of the relocation Notice of Eligibility and the Supplemental Housing Study. The notice and the study must identify the location of the comparable property used to compute the Supplemental Housing Payment. Upon acquisition of the needed parcel, deliver to displacee(s) a thirty (30) day Notice, as applicable. No residential property relocation is anticipated with this project.

101.20.4.1 Business/Non-Residential Relocation. As early as possible, OPC will develop solutions to minimize the impact of displacement. OPC will develop and maintain a catalog of replacement business properties and counseling resources that will be given to any displaced entity that desires to reestablish to a suitable replacement site. OPC will inventory business, solicit commercial move bids, secure bids from needed specialty providers, provide assistance during the move, and ensure that all moving and related expenses, related non-residential expenses, and reestablishment expenses are determined and paid. For non-residential property: Deliver to the displaced person a Ninety (90) Day Notice simultaneously with the written offer to purchase if possible. If not possible must be presented

within seven (7) days of the Initiation of Negotiations or Notice of Intent to Acquire. Note that this notice is advisory only. A Thirty (30) Day Notice to vacate shall subsequently be delivered to the displaced person when the required vacate date is known, unless the person has already vacated the displacement property. This notice may not be sent any earlier than sixty (60) days from the date the initial ninety (90) day notice was delivered. All notices must be loggedand the agents relocation diary updated regularly and made available to the CITY for electronic review on a weekly basis. Copies of all written notices must be retained in the relocation file.

101.20.4.2 The Agent shall monitor the move. All moving expenses must be documented and pre-approved by the CITY. The maximum eligible amounts should be stated on the displacee's Notice of Eligibility.

101.20.4.3 Prior to obtaining the bids, the Relocation Agent shall prepare a moving plan with appropriate photographs, sketches and an inventory of all personal property, which is to be moved. The Agent and the displacee shall review the inventory to verify that it is accurate. Once prepared, the inventory is to be provided to the moving companies to ensure that they will prepare consistent and comparable bids for the move and for all associated mechanical, electrical, plumbing and other reasonable and necessary expenses of the move.

101.20.5.1 **Billboard Relocation.** Provide relocation advisory services in accordance with the Uniform Act, the Manual, as well as City of las Vegas sign ordinances to owners of billboards displaced by the Project. Deliver Notices of Relocation Eligibility, Ninety (90) Day Notice, Thirty (30) Day Notice, relocation brochures and conduct an initial interview in which moving options are explained. Prepare and obtain relocatee's signature on an Inventory of Personal Property and a Moving Expense Application. Offer support in locating a replacement site and in obtaining required permits to relocate the billboard. Field monitor the billboard removal and conduct a final inspection of the vacated and replacement sites. Prepare payment packages for the removal and re-construction of the billboard which shall include all eligible associated expenses.

101.20.5.2 When possible, relocate a billboard to remainder sites or comparable replacement sites. No billboard relocations are anticipated with this project.

101.20.6 There are up to 4 tenant relocations included in this scope of work. Additional tenant relocations, if needed, will be covered through additional services.

101.20.7 Deliverables:

101.20.7.1 Relocation Package

101.20.7.1.2 Relocation Files

101.21 PROVIDE PROPERTY MANAGEMENT

101.21.1 Should Property Management be required, all Property Management services will be covered under additional services and performed in compliance with the Uniform Act and the Manual.

101.21.2 OPC shall:

101.21.2.1 Provide property management for all acquired properties. The property management shall consist of managing acquired properties in accordance with the Manual from the time escrow closes until such time as tenant(s) have vacated the property at which time City will assume responsibility of property.

Property Management

• Property Security, Maintenance, and Rental Agreements:

Perform any eviction proceedings as needed and upon approval by the CITY. Serve notice of eviction proceedings to the occupant(s) of the property who have not complied with move dates. Coordinate the eviction process with the local authorities and accompany the Sheriffs Department when the local authorities are carrying out eviction.

After acquisition or possession of any parcel, contact the CITY Real Estate Administrator to have the property added to security patrols and insurance.

Prepare a rental rate market analysis and rental agreements for the CITY's review and approval for owner occupants or tenants that will remain on the property past the ninety (90) day relocation period for extended occupancy. Obtain tenant signatures on rental agreements.

Personal Property: Coordinate with the owner and occupants to ensure the clearance of personal property from the acquired parcel,as applicable. Provide written notification to the CITY Real Estate Administrator of any real and/or personal property remaining on the acquired parcel after being vacated by the occupants that was not acquired under the acquisition.

When the displacee becomes a tenant of the CITY, OPC shall advise the tenant to obtain personal property insurance to be effective as of the date of closing on the sale of the subject property to the CITY until the date of vacancy from this property.

NOTE: When a property is obtained by an order of occupancy through court a pictorial inventory shall be immediately performed, as requested by City only.

Deliverables:

All Right-of-Way documentation for Appraisal. Appraisal Review. Acquisitions. Relocation. and Property Management as required by the Uniform Act and the Manual and all documentation included as specific deliverables in the sections above.

ARTICLE 102: SUBCONTRACTS

102.1 The Consultant agrees to include in all its subcontracts related to the Project, and require the same of all sub-subconsultant contracts at all tiers, the provisions of this 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.

ARTICLE 103: REGULATORY AUTHORITIES

103.1 The Consultant does hereby acknowledge, understand and agree that the Right-of-Way Section of the Department of Operations & Maintenance, acting as the City's representative for purposes of the Project, does not have any control, authority or influence over the decisions or requirements of other departments of the City acting in a regulatory capacity including, but not limited to, the Building Department, Fire Department, Planning Department and Department of Public Works of the City of Las Vegas. The City's representative acts in a capacity similar to that of a representative working for a private property owner which is to ensure that the City receives a quality product, delivered on schedule, for a fair price. Furthermore, the Right-of-Way Section of the Department of Operations & Maintenance does not speak or act for any regulatory authority, nor does any regulatory authority speak or act for the Right-of-Way Section of the Department of Operations & Maintenance. 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.

ARTICLE 104: FEDERAL COMPLIANCE

104.1 BUY AMERICA(N) COMPLIANCE.

104.1.2 Consultant and subconsultants at all tiers shall:

104.1.2.1 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.

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

104.1.2.3 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.

104.1.2.4 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.

104.1.2.5 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.

104.1.2.6 Federal Attachments: Attachment A and Attachment B are hereby included by reference.

ATTACHMENT A
AFFIDAVIT REQUIRED UNDER SECTION 112(c)
of Title 23 United States Code, Act of August 27, 1958
and
Part 29 of Title 49, Code of Federal Regulations,
November 17, 1987.

STATE OF CA

} SS

COUNTY OF Los Angeles

I, Joey Mendoza III (Name of party signing this affidavit and the Proposal Form) Managing Director (title).

being duly sworn do depose and say: That Overland, Pacific & Cutler, Inc.

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Signature

Managing Director
Title

Sworn to before me this 14 day of April, 20 15

Signature

(SEAL) *Notary Public, Judge or other Official*

M. RIVERA
Commission # 2032146
Notary Public - California
Los Angeles County
My Comm. Expires Jul 2, 2017

ATTACHMENT B

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE
RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

MENDOZA JOEY
Name (please type or print)

Signature

PRINCIPAL / VP
Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RSOQ) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046

1. Type of Federal Actions: ☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	2. Status of Federal Action: ☐ a. bid/offer/application ☐ b. initial award ☐ c. post-award	3. Report Type: ☐ a. initial filing ☐ b. material change For Material Change Only: year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity: ☐ Prime ☐ Sub-awardee Tier _____, *if* known: Congressional District, *if* known: _____	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: _____ Congressional District, *if* known: _____
6. Federal Department/Agency: _____	7. Federal Program Name/Description: _____ CFDA Number, *if* applicable: _____
8. Federal Action Number, *if* know: _____	9. Award Amount, *if* known: $ _____
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):* _____ *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*	b. Individuals Performing Services *(including address if different from No. 10a)* _____ *(last name, first name, MI):* *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*
11. Amount of Payment *(check all that apply):* $ _____ ☐ actual ☐ planned	13. Type of Payment *(check all that apply):* ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____
12. Form of Payment *(check all that apply):* ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:*(attach Continuation Sheet(s) SF-LLL-A, if necessary)* _____

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature

Judy Mendoza
Print Name

President / VP
Title

949-851-5263 4/14/15
Telephone No. Date

Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 For the services set forth in Exhibit "A" (Scope of Services), the Consultant shall deliver the deliverables defined thereinwhich shall be accomplished as soon as practical after the completion of each event, task, phase, and service, and as a prerequisite to payment for each related event, task, phase, and service.

200.2 All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. Submittals to regulatory agencies shall be as required for each agency.

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

200.4 **Certificates of Insurance**

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

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. The Consultant shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.

ARTICLE 301: PERFORMANCE SCHEDULE

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

PHASE	COMPLETION DATE	REMARKS
Acquisition	July 1, 2017	
Relocation	December 31, 2017	

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 **$ 671,810.00** 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 ON 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	$521,810.00	

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

401.3 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.

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

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

Exhibit D-1 Basic Service Fee Breakdown

TASK	DESCRIPTION	Principle In Charge	Project Manager	Senior Agent	Agent	Project Support	Hours Subtotal	Direct Expenses	Lump Sum Task Amounts
		$250	$150	$115	$105	$75			
101.09	PROJECT PLANNING, MANAGEMENT, QA/QC								
	Project Management	15	200				215	$0	$33,750
	Meetings	10	100				110	$0	$17,500
	Schedule	10	50	100			160	$0	$21,500
	Progress Reports	10	50				60	$0	$10,000
	Ownership Spreadsheets Preparation		10	25			35	$0	$4,375
	Appraisal Management and Review		30				30	$0	$4,500
	Just Comp Memos		30				30	$0	$4,500
	Admin Assistant					50	50	$0	$3,750
	QA/QC		20	40			60	$0	$7,600
	Acquisition Cost Estimate (1)	2	10	50			62		$7,750
101.14	RIGHT OF WAY APPRAISAL SERVICES								
	Commercial/Industrial Appraisals						0	$67,100	$67,100
	Commercial/Industrial Appraisal Reviews						0	$29,700	$29,700
	Comm/Ind F&E Appraisals (4)						0	$33,000	$33,000
101.15	PRE APPRAISAL ACTIVITIES	15	30				45		$8,250
101.18	REAL PROPERTY ACQUISITION								
	Commercial R/W Acquisitions			1,120		112	1,232		$137,200
	Commercial Tenant Acquisitions			100		32	132		$13,900
101.19	TITLE / ESCROW COORDINATION			19		152	171	$0	$13,585
101.20	RELOCATION ASSISTANCE	40		400			440	$0	$56,000
101.13	PARCEL MITIGATION SERVICES (3)								
	Commercial Parcel Mitigation (3 parcels)	5	20	300			325		$38,750
101.18.19	CONDEMNATION SUPPORT	6	20	40			66	$0	$9,100
	Total Basic Services Hours	113	570	2,194	0	346	3,223		
	Total Basic Services Fee	$28,250	$85,500	$252,310	$0	$25,950		$129,800	$521,810

ARTICLE 402: ALLOWANCE FOR ADDITIONAL SERVICES

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

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

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

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

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

ADDITIONAL SERVICES ALLOWANCE		
TOTAL NOT-TO-EXCEED COST	$150,000	

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

402.6.1 Condemnation Services for litigation, As required by the City, Consultant shall provide expert testimony should a parcel go to litigation.

402.6.2 Utility Relocations, As required by the City, Consultant shall obtain Utility Relocations

402.6.3 Additional Parcel Acquisitions, As required by the City, Consultant shall provide additional Parcel Acquisitions.

402.6.4 Additional Appraisal, including F.F.E Appraisals, As required by the City, Consultant shall provide additional Appraisal(s).

402.6.5 Additional Appraisal Review, As required by the City, Consultant shall provide additional Appraisal Review(s).

402.6.6 Additional Relocation Assistance activities. As required by the City, Consultant shall provide additional Relocation Assistance.

402.6.7 Property Management Services. As required by the City, Consultant shall provide Property Management Services.

402.6.8 Additional Acquisition Cost Estimate. As required by the City, Consultant shall provide additional Acquisition Cost Estimate Services.

402.6.9 Additional Mitigation Services. As required by the City, Consultant shall provide additional Mitigation Services.

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

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

CLASSIFICATION	RATE	UNIT
Principal-in-Charge	$250	Per Hour
Project Manager	$150	Per Hour
Senior Agent	$1150	Per Hour
Agent	$105	Per Hour
Project Support	$75	Per Hour

ARTICLE 501: ADDITIONAL SERVICES RATES

501.1 For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one and one-tenth (1.1)** 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.

501.2 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 "F"
KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Nancy Almanzan, Right-of-Way Manager

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Steve Ford, Deputy Director, Operations & Maintenance

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: Charles Grombacher

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Joey Mendoza

ARTICLE 603: CONSULTANT'S SUBCONSULTANTS

603.1 The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes or additions require City approval.
603.2 PROVIDE LIST OF SUBCONSULTANTS:
603.2.1 Timothy R. Morse & Associates
603.2.2 Anderson Valuation Group
603.2.3 Hodges & Lacey & Associates, LLC

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE DISCLOSURE

1. **Definitions**

"City" means the City of Las Vegas.

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

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

Block 1	Contracting Entity
Overland, Pacific & Cutler Inc.	
Name: 3750 Schaufele Ave, #150	
Address: Long Beach, CA 90808	
Telephone: (562) 304-2000	
EIN or DUNS	

Block 2	Description
Subject Matter of Contract/Agreement: Contract 150144-JH ROW Grand Central Industrial Connector	
RFP #:	

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Mark LaBonte, Partner	3750 Schaufele #150, Long Beach, CA	(562) 304-2000
2.	Ray Armstrong, Partner	Same	Same
3.	Brian Everett, CEO	Same	Same
4.	Joey Mendoza, Partner	Same	Same
5.	Michele Folk, Partner	Same	Same
6.	Craig Justesen, Partner	Same	Same
7.	Marek Karon, Partner	Same	Same
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

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

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

Name of Attached Document: _____

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. – See attached

_____
Name

4-10-15
Date

Subscribed and sworn to before me this _____ day of

_____, 200____.

_____
Notary Public

JURAT

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

Subscribed and sworn to (or affirmed) before me on this 10th day of April,

20 15 by Michael Joseph Boyer,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Daniela Borbe
Signature (Seal)

DANIELA BORBE
COMM. # 2054639
NOTARY PUBLIC-CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. JAN. 31, 2018

OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Certificate - Disclosure of Ownership
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

EXHIBIT "G"

CERTIFICATE DISCLOSURE

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2. **Policy**

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CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

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Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: _____

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

_____
Name

4-10-15
Date

Subscribed and sworn to before me this _____ day of

_____, 200____.

_____
Notary Public

JURAT

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

Subscribed and sworn to (or affirmed) before me on this 10th day of April,

20 15 by Michael Joseph Boyer,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Daniela Borbe
Signature (Seal)

DANIELA BORBE
COMM. # 2054639
NOTARY PUBLIC - CALIFORNIA
ORANGE COUNTY
MY COMM. EXP. JAN. 31, 2018

OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Certificate - Disclosure of Ownership
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Number of Pages 2 Document Date

Additional information

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  - Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: FEBRUARY 4, 2015

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

SUBJECT:
For possible action to authorize staff to negotiate and purchase real property and to relocate existing tenants for the Martin L. King Boulevard/Industrial Road Connector, Oakey Boulevard to Alta Drive ($9,615,000 - Road and Flood Capital Project Fund [CPF]) - Wards 1 and 3 (Tarkanian and Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $9,615,000
Funding Source: Road and Flood CPF
Dept./Division: Operations and Maintenance/Right-of-Way

PURPOSE/BACKGROUND:
On January 21, 2015 City Council approved Interlocal Contract 843 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada to provide funding for land acquisition and right-of-way other for this project. The City of Las Vegas is working in conjunction with the Nevada Department of Transportation to construct the Martin L. King/Industrial Road Connector between Oakey Boulevard and Alta Drive. The acquisitions and relocations will be conducted pursuant to the requirements of The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

RECOMMENDATION:
Approval. If approved, the Operations and Maintenance Director or designee is hereby authorized to execute any documents, as approved as to form by the City Attorney, related to the acquisition of the real property and relocation of the existing tenants.

BACKUP DOCUMENTATION:
Exhibit Map

Motion made by STAVROS S. ANTHONY to Approve the Consent Agenda

Passed For: 6; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 1
BOB COFFIN, RICKI Y. BARLOW, LOIS TARKANIAN, CAROLYN G. GOODMAN, STAVROS S. ANTHONY, STEVEN D. ROSS; (Against-None); (Abstain-None); (Did Not Vote-None); (Excused-BOB BEERS)

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:

For possible action to approve award of Agreement No. 150108-JH, Blanket Service Agreement for General and Civil Engineering Services - Department of Operations and Maintenance - Award recommended to: SLATER HANIFAN GROUP (Not-to-Exceed $350,000 - Street Maintenance Special Revenue Fund, Road and Flood Capital Projects Fund and Sanitation Enterprise Fund) - All Wards

Fiscal Impact

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

Amount: $350,000
Funding Source: Street Maintenance SRF, Road and Flood CPF and Sanitation EF
Dept./Division: Operations and Maintenance

PURPOSE/BACKGROUND:

This blanket service agreement provides general and civil engineering professional services to the Department of Operations and Maintenance in support of various street rehabilitation and on-site projects. Award of this agreement is recommended by the City of Las Vegas consultant selection committee based upon the 2014 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Slater Hanifan Group is located in Las Vegas, Nevada.

PCC: J. Hill POC: Randy Carroll - (702) 284-5300

RECOMMENDATION:

That City Council approve award of Agreement No. 150108-JH, Blanket Service Agreement for General and Civil Engineering Services to Slater Hanifan Group in the not-to-exceed amount of $350,000 annually. The term of the Contract is from date of award through January 31, 2016 with three one-year options to renew. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:

1. Agreement No. 150108-JH
2. Certificate - Disclosure of Ownership/Principals

BLANKET SERVICES AGREEMENT FOR GENERAL AND CIVIL ENGINEERING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **495 South Main Street, Las Vegas, Nevada 89101**, and SLATER HANIFAN GROUP, (the "Consultant"), a **Corporation,** whose address is 5740 S. Arville Street, Suite 216, Las Vegas, NV 89118.

WITNESSETH:

WHEREAS, the City intends to utilize performance of general and civil engineering services to support various street rehabilitation projects and on-site projects for the City's Department of Operations and Maintenance (herein individually and collectively the "Project" and "Projects," respectively) which may be known or unknown to the City at the time of the execution of this Agreement; and

WHEREAS, with respect to each Project, 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 Agreement; and

WHEREAS, the parties hereto intend with the execution of this Agreement to give to the City the flexibility and ability to determine what services are to be provided by the Consultant on a project by project basis through the issuance of a Project Task Order (herein defined in Section 1.01) thereby eliminating the need of executing separate agreements with the Consultant for each Project.

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.***

A. ***Definition.*** A "Project Task Order" refers to that document which sets forth the specific services to be provided by the Consultant in connection with a particular Project.

B. ***Issuance.*** If so requested by the City, the Consultant shall assist the City in preparing a Project Task Order setting further the services to be provided in connection with a particular Project. The Project Task Order shall be prepared substantially in conformance with the form attached hereto as Exhibit "H." Each executed Project Task Order shall be attached hereto as Exhibit "H" with the appropriate numerical sequence (e.g., H-1, H-2, H-3, etc.) and shall become a part of this Agreement.

C. ***Services.*** For each Project Task Order approved and executed by the City, the Consultant hereby agrees to provide the services set forth therein subject to the terms and conditions of this Agreement. 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 thereto and incorporated therein as a part of this Agreement and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached thereto and incorporated therein as a part of this Agreement and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached thereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

6.01 ***Term.*** This Agreement shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Agreement) and shall remain in force and effect through January 31, 2016 unless terminated earlier pursuant to Section 10.02 or 10.03 of this Agreement. Such termination shall not release either party from any of its continuing obligations under this Agreement.

6.02 ***Task Orders.*** Task Orders executed during the term of this Agreement shall remain in force under the terms of this Agreement until the responsibilities for each Task Order are completed, even if this Agreement is no longer in effect.

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

6.04 ***Renewals.*** The City may, at its sole option, extend the term of this Agreement for up to **THREE ONE-YEAR PERIODS** beyond the initial term in 6.01. The City shall provide written notice to the Consultant of such extension, and the Consultant may not assume an automatic renewal. Exercise of a renewal option does not commit the City to exercise further options. Renewal option periods shall be executed under the same terms as this Agreement unless the parties agree otherwise. Upon the exercise of a renewal option, the Total Not to Exceed Fee shall renew for the same amount as this Agreement and expire any unused Not to Exceed Fee from the previous contract or renewal option.

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

7.05 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims which the City may have for failure of the Consultant to comply with the terms, conditions or covenants of this Agreement, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Agreement including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. 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 Agreement, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services.

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

10.01 ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, 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 Agreement after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the percentage 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 the Agreement to the Consultant and:

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

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

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

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

10.02. ***Termination for Convenience.*** The City reserves the right to terminate this Agreement without cause or default on the part of the Consultant with ten (10) days' prior written notification to the Consultant served pursuant to Section 10.18 of this Agreement. In the event of termination, without cause or default, the City agrees to pay to the Consultant the reasonable value for the services performed as of the date that

notification of termination is received by the Consultant. In no event shall the City be liable to the Consultant for services in excess of the percentage completed at the time of termination.

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

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

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

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

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

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

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

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

(i) terminate this Agreement, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Agreement by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant the cost of completing this Agreement. In the event the cost of finishing the Consultant's performance of this Agreement exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within 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 Consultant agrees to execute such documents reasonably deemed necessary by the City to implement the rights granted to the City pursuant to this subsection.

B. ***Other Works.*** To the extent that the Consultant's services does not involve the design of an architectural work, the City shall have all common law and statutory rights of ownership, including copyrights, to the plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies, excepting any proprietary forms, templates, and checklists specifically listed for City ownership exclusion elsewhere in this Agreement) (collectively herein the "Documents") prepared or assembled by the Consultant, or any of its subconsultants, for this Project. The Consultant hereby releases the City, and any new consultant retained by the

City from any and all claims in connection with the use or reproduction of the Documents. The 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. The Consultant shall be entitled to retain a reproducible copy of the documents furnished to the City.

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

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

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

F. ***Contractual Rights.*** Notwithstanding the provisions of 10.04 A above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Agreement, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. 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 the Agreement, the following insurances:

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

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

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

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

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

F. ***Certificates and Endorsements.*** The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of

Insurance. No deductible or self-insured retention may exceed $25,000 without the written approval of the City. The Consultant shall deliver to the City's authorized designated representative named in **Exhibit "B"** (Required Submittals) certificates indicating that such insurance is in effect before any services are provided under this Agreement and renewal certificates not less than 30 days prior to the expiration date of any policy.

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

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

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

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

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

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

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

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

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

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

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

of this Agreement, the Consultant shall notify the City in writing of any material change in the above disclosure on **Exhibit "G"** within fifteen (15) days of such change.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF LAS VEGAS

By _____
Yolanda Jones, Manager, Purchasing & Contracts Date

CONSULTANT

By _____
Kenneth M. Hanifan, President, Slater Hanifan Group, Inc.

ATTEST

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

APPROVED AS TO FORM

John S. Ridilla 4/3/15
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

LIST OF EXHIBITS

Any conflicts between the proceeding Agreement and the following Exhibits shall be governed by the Agreement.

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 " H " PROJECT TASK ORDER

EXHIBIT "A"
SCOPE OF SERVICES

ARTICLE 100: GENERAL

100.1 The Scope of Services for this Agreement shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as **Exhibit "H"**.

100.2 The Scope of Services included in each Project Task Order may include any professional services that the Consultant is capable of providing in support of the City's Capital Improvement Program including, but not limited, to the following services: **General and Civil Engineering Services**

Definition: A "Task Order" refers to that document which sets forth the specific services to be provided by Company in connection with a particular project.

1) **Civil Engineering Investigations:** If required by the "Task Order", Company will provide any one or all of the following services:

   a) Identify existing roadway properties that require corrective action, recommendations for roadway structural sections, roadway cross sections and profiles, nuisance drainage problems and evaluation of other roadway properties as may be requested by the City.
   b) Identify existing utility locations, which involves obtaining as-built information from the City and local utility companies.
   c) Obtain underground exploration (pothole) information in order to identify actual location of utilities when deemed necessary for the design requirements for the project.
   d) Obtain topographic survey and or aerial survey used to gather information necessary for the design of the project.
   e) Obtain geotechnical investigation information necessary for the design of the project,
   f) Perform a visual survey of the roadway or project site to identify and evaluate existing conditions that need to be address in the design.

2) **Civil Engineering Design:** If required by the "Task Order", Company will provide any or all of the following services:

   a) Prepare construction drawings and specifications using the information from the civil engineering investigations and/or information provided by the city.
   b) The drawings shall include all necessary information that would be required for a competent contractor to properly construct the intended improvements.
   c) Provide construction phase engineering and review contractor submittals as required by the specifications.
   d) Attend field meetings as required to answer questions related to the design.

3) **Surveying:** If required by the "Task Order", Company will provide surveying services.

4) **Electrical Engineering Design:** If required by the "Task Order", Company will provide electrical engineering design services.

5) **Structural Engineering Design:** If required by the "Task Order", Company will provide structural engineering design services:

6) **Construction Management:** If required by the "Task Order", Company will provide any one or all of the following construction management services:

   a) Construction Administration,
      i) Construction Inspection
      ii) Field meetings
      iii) Contractor schedule review
      iv) Claims mitigation
   b) Quality Assurance,
      i) Project Inspection
      ii) Measurement of Quantities
      iii) Material Testing
      iv) Make recommendations, as requested, related to the construction

   c) Project Schedule.
      i) Prepare a design phase project schedule for each "Project Task Order".
      ii) Revise design phase schedule as required by the City or project related impacts.

iii) Review & comment on contractor's construction schedule.

7) **Sub-Consultants:** If required by the "Project Task Order", Company will contract with sub-consultants for any one or all of the following services:

a) Architecture,
b) Landscape Architecture,
c) Environmental Engineering,
d) Geotechnical Engineering,
e) Material Testing,
f) Underground Utility Exploration,
g) Surveying,
h) Others as project may require.

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

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

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 The Required Submittals for this Agreement shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

200.2 Throughout the course of each Project Task Order, the Consultant shall brief the City Representative on a regular and frequent basis about the progress of the Project. Unless specified otherwise in the Project Task Order, briefings shall occur no less frequently than monthly and shall accompany invoices for payment. The briefings shall be a written report and shall include the following as appropriate to the Project: the status of and impacts to the Project schedule, milestones, budget, land acquisitions, right of way dedications, easements, utility and regulatory agency review status, all Project activity since the last report, current issues, and a forecast of upcoming activity.

200.3 All reports shall be on acid-free white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

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

200.5 Certificates of Insurance

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

Submit certificates of insurance to:

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

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

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

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: GENERAL

300.1 AGREEMENT RENEWALS. The initial performance period shall be from the Award Date through and including January 31, 2016. The City may, at its sole option, extend performance period for up to 3 one-year periods beyond January 31, 2016. The City shall provide written notice to the Consultant of such extension, and the Consultant may not assume an automatic renewal. Exercise of an option does not commit the City to exercise further options.

300.2 TASK ORDER. The Performance Schedule for each executed Project Task Order shall be as stated in the Task Order, the format of which is attached hereto as Exhibit "H".

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: GENERAL

400.1 The Fee Breakdown for this Agreement shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

400.2 The total Blanket Agreement maximum not-to-exceed fee for all of the Project Task Orders is **$350,000 annually.**

END OF EXHIBIT "D"

EXHIBIT "E"

ADDITIONAL COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

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

CLASSIFICATION	RATE	UNIT
Director	$185	Per Hour
Senior Project manager	$175	Per Hour
Project Manager 2	$165	Per Hour
Project Manager	$150	Per Hour
Assistant Project Manager	$143	Per Hour
Project Engineer 2	$150	Per Hour
Project Engineer	$143	Per Hour
Senior designer	$128	Per Hour
Designer 2	$125	Per Hour
Designer	$120	Per Hour
Engineering Intern 2	$118	Per Hour
Engineering Intern 1	$105	Per Hour
CAD Tech 2	$101	Per Hour
CAD Tech 1	$89	Per Hour
Project Coordinator	$100	Per Hour
Project Processor/Aide	$85	Per Hour
Clerical	$60	Per Hour
Survey Manager	$179	Per Hour
Senior Professional Land Surveyor	$173	Per Hour
Professional Land Surveyor	$150	Per Hour
Survey – Project Coordinator	$75	Per Hour
Survey - Clerical	$60	Per Hour
Senior Survey Technician	$128	Per Hour
Survey Technician	$105	Per Hour
Survey Field Crew – 1 Person	$135	Per Hour
Survey Field Crew – 2 Person	$175	Per Hour
Survey Field Crew – 3 Person	$215	Per Hour

ARTICLE 501: ADDITIONAL SERVICES RATES

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

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

ARTICLE 502: REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

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

502.2 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.

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

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

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE for this Blanket Agreement: **Matthew Meyer, P.E.**

600.2 CITY REPRESENTATIVE'S SUPERVISOR: **Chris Finberg**

600.3 CITY REPRESENTATIVE for each subsequent Project Task Order: As stated in each Project Task Order.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

601.1 Unless stated otherwise in the Project Task Order, the following personnel will be assigned by the Consultant to work on the subsequent Project Task Order work. Any changes or additions require City approval.

601.1.1 CONSULTANT REPRESENTATIVE: **Randy Carroll, PE**
601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: **Kenneth Hanifan, P.E.**

601.1.3 RESPONSIBLE IN CHARGE PERSON **Randy Carroll, P.E.**
List name of individual Engineer as licensed:

601.1.4 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: 16131

601.1.5 PROJECT MANAGER: **Jerrod Ratcliffe**

601.1.6 TECHNICIAN/CADD: As identified in the Project Task Order.

601.1.7 CLERICAL: As identified in the Project Task Order

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

602.1 Unless stated otherwise in the Project Task Order, 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 None. All work to be performed by Consultant employees.

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	**Contracting Entity**
Name:	Slater Hanifan Group, Inc.
Address	5740 S. Arville Street, #216 Las Vegas, NV 89118
Telephone	702-284-5300
EIN or DUNS	32-0083110

Block 2	**Description**
Subject Matter of Contract/Agreement:	Blanket Services Agreement for General and Civil Engineering Services
RFP #:	150108-JH

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Kenneth M. Hanifan President, Principal	5740 S. Arville St., Suite 216 Las Vegas, NV 89118	702-284-5300
2.	Jerry Slater Vice President, Principal	5740 S. Arville St., Suite 216 Las Vegas, NV 89118	702-284-5300
3.	Mark J. Failla Associate, Director of Flood Control	5740 S. Arville St., Suite 216 Las Vegas, NV 89118	702-284-5300
4.	Todd Steadham Associate, Director of Land Development	5740 S. Arville St., Suite 216 Las Vegas, NV 89118	702-284-5300
5.	Randy Carroll Director of Public Works	5740 S. Arville St., Suite 216 Las Vegas, NV 89118	702-284-5300
6.	James Hackman Project Manager	5740 S. Arville St., Suite 216 Las Vegas, NV 89118	702-284-5300
7.	Brent Parrish Senior Project Manager	5740 S. Arville St., Suite 216 Las Vegas, NV 89118	702-284-5300
8.	Jonathon Poll Senior Designer	5740 S. Arville St., Suite 216 Las Vegas, NV 89118	702-284-5300
9.	Matthew Key Assistant Project Manager	5740 S. Arville St., Suite 216 Las Vegas, NV 89118	702-284-5300
10.			

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

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

11 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: _____

12 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.

KENNETH M HANIFAN Name PRESIDENT

4/14/15
Date

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

Melissa Bonner
Notary Public

MELISSA BONNER
Notary Public State of Nevada
No. 13-12076-1
My appt. exp. Nov. 5, 2017

EXHIBIT "H"

Each Task Order will be issued through the following procedure:

(a) **Service Proposal -** The City will request a proposal for a specific Task Order and will provide the following information pertinent to the task:

(i) Proposal instructions;
(ii) A statement of work;
(iii) A description of expected deliverables;
(iv) A completion date;
(v) Other special terms and conditions; and
(vii) Estimated task order budget

The Company will respond with a proposal. The proposal may be subject to negotiation.

(b) **Task Order Format -** The City will evaluate each Task Order proposal. The City is under no obligation to award a Task Order. Each Task Order issued by the City will contain the following information:

(i) Order date;
(ii) Agreement number and task order number;
(iii) Purchase order number;
(iv) Statement of Work and Deliverables;
(v) Period of performance, place of performance and delivery schedule; and
(vi) Firm fixed Task Order price

(c) **Authorization for work to begin –** A purchase order will be issued to authorize work to begin on an approved Task Order.

(d) **Task Order Sample:**

PROJECT TASK ORDER Number H-___

Blanket Agreement Project Name:	General and Civil Engineering Services
Blanket Agreement Date:	
Blanket Agreement Maximum Not-to-Exceed Fee: $350,000	
Total Aggregate Fee Commitments prior to this Task Order:	
Consultant's Business Name:	

Whereas the City and Consultant have signed a Blanket Agreement for the Consultant to provide professional services described in the Agreement for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Agreement to provide services for the following particular specific Project:

Project Name:
Location:
Description:
Construction Cost Budget:

The parties do hereby agree to the follow terms and conditions for this Project Task Order:

Section A - Scope of Services:

Section B – Required Submittals:

Section C – Performance Schedule:

Section D – Fee Breakdown:

Section E – Additional Compensation:

Section F – Key Personnel List:

Section G – Disclosure:

Upon execution hereof, this Project Task Order shall be attached to the Blanket Agreement.

Dated this _____ day of _____, _____.

By: _____ By: _____
Consultant City

EXHIBIT "G"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

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Block 2	**Description**
Subject Matter of Contract/Agreement:	Blanket Services Agreement for General and Civil Engineering Services
RFP #:	150108-JH

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

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10.			

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

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

11 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: _____

12 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.

KENNETH M HANIFAN Name PRESIDENT

4/14/15
Date

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

Melissa Bonner
Notary Public

MELISSA BONNER
Notary Public State of Nevada
No. 13-12076-1
My appt. exp. Nov. 5, 2017

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
For possible action to approve award of Contract No. 150114-CB, Contract for Non-Consent Towing Services at no charge to the City of Las Vegas - Department of Economic and Urban Development - Award recommended to: EWING BROS., dba EWING BROS. AUTO BODY - All Wards

Fiscal Impact
☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source:
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
This contract provides for non-consent towing services within the City's jurisdiction in accordance with all Federal, State and local laws and ordinances. This supplier was chosen by a formal Request for Proposals process. Ewing Bros., Inc. dba Ewing Bros. Auto Body is located in Las Vegas, Nevada.

PCC: C. Buford
POC: Jay Ewing - (702) 382-9261

RECOMMENDATION:
That City Council approve award of Contract No. 150114-CB, Contract for Non-Consent Towing Services to Ewing Bros., Inc. dba Ewing Bros. Auto Body and to approve two two-year options to renew. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
Contract No. 150114-CB

CONTRACT FOR NON-CONSENT TOWING 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 EWING BROS., INC. DBA EWING BROS. AUTO BODY, (a corporation organized and existing under the laws of the State of Nevada), (hereinafter the "Company") having its principal office located at 1200 A Street, Las Vegas, Nevada 89106.

SECTION A – Subject of Contract

The subject matter of this Contract is the provision of Non-Consent Towing Services.

SECTION B – Basic Terms

B-1 Definitions

The following definitions apply to this Contract:

(a) *"24/7/365"* means 24 hours per day; 7 days per week; 365 days a year response time.

(b) *"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.

(c) *"City"* means the City of Las Vegas.

(d) *"City Council"* means the governing body of the City of Las Vegas.

(e) *"Company"* means the individual, partnership, or corporation responsible for the performance of services under this Contract.

(f) *"Company Representative"* means the individual authorized to act on behalf of the Company regarding routine matters arising under or relating to this Contract.

(g) *"Contract"* means this document, consisting of Sections A through E, which is binding and effective only upon execution by the City.

(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) *"Nevada Transportation Authority/NTA"* means the state of Nevada agency tasked with administering and enforcing state laws pertaining to motor transportation, including Non-Consent Towing Services.

(j) *"Non-Consent Towing Services"* means a comprehensive solution that consists of 24/7 on-call towing services, secure storage of Vehicles and all of their contents, financial holds, release of Vehicles, unclaimed Vehicle auctions (lien sales), and Salvage Vehicle sales for these privately owned Vehicles.

(k) *"Non-Exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(l) "*Project Manager"* means the City representative who is responsible for the coordination of Contract performance between the City and the Company.

(m) *"Salvage Vehicles"* means a Vehicle that is not sold at auction, but subsequently sold in its entirety or as spare parts. For the purpose of this Contract, this term also includes the contents (i.e. personal property) inside of the Vehicle that is accounted for on the impound report.

(n) *"Storage Facility"* means the area commonly referred to as a tow yard in which towed vehicles are stored.

(o) *"Vehicles"* means all privately owned vehicles; inclusive of cars, trucks, motorcycles, trailers, RV's, etc. that the City requests to have towed without the vehicle owner's permission.

B-2 Contract Type

This is a Non-Exclusive Contract.

B-3 Performance Period

The initial performance period commences from Award Date and continues through April 30, 2017. The City may extend the performance period for two (2) two-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. All terms and conditions set forth in this Contract shall remain in effect as written, during any renewal period.

SECTION C – Statement of Work

C-1 Overview

The Company shall provide Non-Consent Towing Services within the City's jurisdiction in accordance with all applicable Federal, State, and local laws and ordinances, and shall maintain certification by the NTA as an approved tow car company.

C-2 Scope of Services

(a) Authorized representatives for the City shall notify the Company by telephone of a request for Non-Consent Towing Services. Upon receipt of the request, the Company shall dispatch the necessary trucks and equipment and arrive at the tow site within a maximum of thirty (30) minutes from time of notification. At the discretion of the City, the response time may be altered if adverse road, traffic, or weather conditions exist.

(b) The Company shall accept Vehicles in an "as-is" condition.

(c) The contents (i.e. personal property) within a Vehicle shall be documented on the impound report provided by an authorized representative of the City. The Company shall be responsible for verifying that the documented contents are within the Vehicle and shall execute the impound report before taking possession of the Vehicle. A copy of the executed impound report shall be provided to the Company.

(d) The Company shall be responsible for cleaning up and removing any debris resulting from the tow prior to leaving the towing site.

(e) The Company shall be responsible for the secure storage and inventory of Vehicles and their contents (i.e. personal property), and management of the tow yard. At a minimum, the Company's inventory tracking system shall have the ability to track the location of Vehicles from the time of hook up to release, auction sale, or final disposal.

(f) The Company shall be responsible for unclaimed Vehicle auctions, Salvage Vehicle sales, and all associated transactions.

C-3 Immobilized Vehicles

(a) The Company shall place financial holds on immobilized Vehicles, and Vehicles that have outstanding fines owed to the City (hereinafter "Booted Vehicle").

(b) The City shall be responsible for providing the Company with boots and the appropriate keys required for removal.

(c) Booted Vehicle Process:

(i) When a Booted Vehicle is towed, a representative of the City's Parking and Enforcement Division shall remove the boot prior to the Vehicle being attached to the Company's tow truck.

(ii) The boot and the lock shall be given to the Company's tow operator.

(iii) Once the Booted Vehicle is removed from the Company's tow truck at the impound facility, the Company shall reapply the boot to the Booted Vehicle (on behalf of the City).

(iv) Booted Vehicles shall not be released to the registered owner or his authorized representative until such fines are paid in full to the City or the registered owner's rights are terminated in accordance with applicable Federal, State, and local laws and ordinances.

(v) The City shall advise the Company via telephone, fax, or written communication when the boot may be removed from the Booted Vehicle.

(vi) The Booted Vehicle Process identified in this section shall not conflict or delay the Company's normal lien process. If the outstanding fines owed to the City for a Booted Vehicle are not satisfied at the completion of the lien process, the Company shall advise the City in writing of its intent to take ownership and the anticipated date that ownership shall transfer to the Company. On the date of the Booted Vehicle's ownership transfer, the Company may remove the boot.

(d) The City shall retrieve the removed boots from the Company's Storage Facility or administrative office monthly or as necessitated by the Company.

C-4 Equipment

(a) The Company shall have an adequate fleet of towing vehicles that includes light duty, medium duty, and heavy duty trucks.

(b) At a minimum, the Company's fleet of towing vehicles should contain the following necessary equipment: dollies, jack-stands, slings, snatch blocks, chains, cables, spectacle lift, flatbed, fire extinguishers, flares, reflectors, flags, lights, warning devices, special markings, booms and equipment needed for special handling.

(c) The Company's fleet of towing vehicles shall have the ability to unlock locked Vehicles.

(d) The Company's fleet of towing vehicles must have two-way wireless radio communications ability throughout the Las Vegas Valley service area. The communication system shall be between the Company's administrative office and the fleet of towing vehicles used to provide Non-Consent Towing Services to the City.

(e) The Company shall ensure all equipment is maintained in good working order to safely perform Non-Consent Towing Services.

C-5 Response Time

If the Company fails to respond within the stated response time, the City reserves the right to request Non-Consent Towing Services from a second towing company. If a second tow company has been requested due to the Company's failure to arrive within the stated time limit, and if the Company arrives at the tow site first; the Company will provide the Non-Consent Towing Services but will be responsible for the costs incurred by the second tow company.

C-6 Storage Facility

(a) The Company shall maintain one or more secured vehicle Storage Facility that includes an administrative office.

(b) The Company's Storage Facility shall comply with all applicable zoning, building codes, environmental and other applicable Federal, State, and local laws and ordinances.

(c) The Company's Storage Facility shall be secure at all times from unauthorized entry.

(i) The Storage Facility shall not be guarded, monitored, or secured by animals, a call forwarding alarm, or watchdogs in lieu of onsite staff.

(ii) The Company's responsibility for the security of the Vehicles and their contents shall commence from the time of tow and continue until the Vehicles are released to the registered owners or sold at auction.

(iii) In the event a Vehicle is stolen from or damaged while in the Company's custody, the Company shall have an established, efficient, and prompt procedure for making restitution to the registered Vehicle owner.

(d) The Company shall not store any Vehicles at any other location than the Company's owned or leased Storage Facility.

(e) The Company shall conspicuously post its business' name, mailing address, 24-hour phone number, and business hours for releasing Vehicles on all Storage Facilities.

C-7 Release of Vehicles

(a) The Company shall have the capability to accept various forms of payment (i.e. cash, credit card, debit card, etc.) and to provide appropriate change for cash payments.

(b) When arriving for pick-up of the Vehicle, the Company shall allow the registered Vehicle owner or his authorized representative reasonable access to retrieve documentation from inside of the Vehicle to verify ownership ("Lot Visit"). In accordance with NTA regulation, a charge shall not be assessed to the registered Vehicle owner or his authorized representative for the **first** Lot Visit.

(c) The Company shall have an attendant available to release a Vehicle to the registered Vehicle owner or his authorized representative during its business hours.

C-8 Unclaimed Vehicle Auctions

(a) The Company shall comply with all applicable Federal, State, and local laws and ordinances for conducting auctions.

(b) The Company shall be responsible for bearing all costs associated with preparing the Vehicles for an Unclaimed Vehicle Auction (i.e. auctioneer's fees, personnel, etc.).

(c) The Company shall be responsible for collecting all funds from the purchasers. The Company shall be responsible for payment of taxes from funds received and all funds shall be accounted for under the Company's federal tax identification number.

(d) The Company shall provide a Notary Public to sign and seal all necessary titles and bills of sale at the auction site. The Company shall complete the Title and Sales Invoices at the time of the sale and shall furnish the Purchaser with the original sales Invoice and Title where applicable.

C-9 Salvaged Vehicle Sales

The Company shall be responsible for collecting all funds from the purchasers. The Company shall be responsible for payment of taxes from funds received under this Contract; all funds shall be accounted for under the Company's federal tax identification number.

C-10 Financial Considerations

(a) The City is not financially responsible for Non-Consent Towing Services provided under the terms and conditions of this Contract.

(b) **All fees for Non-Consent Towing Services provided by the Company are the responsibility of the registered Vehicle owner.** The Company shall seek payment for services provided solely from the registered Vehicle owner.

(c) The Company shall be liable for any charges for towing and storage of any Vehicle, the loss of any items contained inside the vehicle, and for any damage or loss incurred in transporting the Vehicle.

C-11 Record Keeping

The Company shall provide a monthly log of towed Vehicles to the City that at minimum contains the following information:

(i) date and time of requested tow;
(ii) time of the Company's arrival on the scene;
(iii) address of where the non-consent tow is being performed;
(iv) reason for the tow;
(v) name and address of the Vehicle's registered owner (when available);
(vi) name of the tow truck operator;
(vii) date and time the Vehicle was placed in the storage facility;
(viii) the Vehicle's physical description;
(ix) year, make, model, vehicle identification number, license plate number, and color of the Vehicle;
(x) name of the person to whom the Vehicle was released; and
(xi) name of the employee releasing the Vehicle to the registered owner or his authorized representative.

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: Jay T. Ewing
Ewing Bros., Inc. DBA Ewing Bros Auto Body
1200 A Street
Las Vegas, Nevada 89106
Fax: 702-382-9455
Email: truckshop@sierranv.net

(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 Brandy Stanley 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 Ron Gunderman 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 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) Garage Liability Insurance at least as broad as Insurance Services Office (ISO) occurrence Form CA 00 05 with Broadened Coverage – Garage Endorsement (CA 25 14). Such insurance shall include coverage for liability arising out of garage operations with limits not less than $1,000,000 each accident and $2,000,000 in aggregate, and automobile liability coverage for owned, hired and non-owned automobiles with limits not less than $1,000,000 each accident. The insurance shall also include Garagekeepers Liability coverage for each location the Company may utilize to provide service under this contract with limits of not less than $1,000,000 per location. The Company's Garage 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) As an alternative to the requirements in paragraph E-5(a)(ii) above, Company may provide a combination of ISO Commercial General Liability coverage (occurrence Form CG 00 01), including coverage for bodily injury, property damage, and personal and advertising injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including without limitations indemnity obligations under this contract) with limits of not less than $1,000,000 per occurrence and $2,000,000 in aggregate and ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto, owned, hired and non-owned automobiles or other licensed vehicles) with limits of $1,000,000 per accident for bodily injury and property damage. The insurance shall also include Garagekeepers Liability coverage for each location the Company may utilize to provide service under this contract with limits of not less than $1,000,000 per location. The Company's Liability policies shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

(b) 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 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-7 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-8 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-9 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-10 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-11 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-12 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-13 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-14 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-15 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-16 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-17 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-18 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-19 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-20 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-21 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.

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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

EWING BROS., INC.

JAY T. EWING, PRESIDENT — Date

4-6-15

ATTEST:

LUANN D. HOLMES, MMC — Date
Acting City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain — 4-4-15
Deputy City Attorney — Date

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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
For possible action to approve award of Modification No. 1 to Contract No. 150045-RH, Capital Improvement Projects Program Management System for the City of Las Vegas - Department of Information Technologies - Award recommended to: THE INFORMATION ARCHITECTURE GROUP, INC. ($70,000 - Sanitation Enterprise Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $70,000
Funding Source: Sanitation EF
Dept./Division: Information Technologies

PURPOSE/BACKGROUND:
This modification provides for professional services to gather and document requirements sufficient to create a request for proposal in order to procure a Capital Improvement Projects Program Management System. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. The Information Architecture Group, Inc. is located in New Castle, Delaware.

PCC: R. Holder
POC: Garry McGouldrick - (800) 209-3616 x 239

RECOMMENDATION:
That City Council approve award of Modification No. 1 to Contract No. 150045-RH, Capital Improvement Projects Program Management System to the Information Architecture Group, Inc. in the amount of $70,000, bringing the total Contract amount to $119,250. Authority to execute the Modification is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Modification No. 1 to Contract No. 150045-RH
2. Certificate - Disclosure of Ownership/Principals

MODIFICATION NO. ONE
CIP PROJECT MANAGEMENT SYSTEM REQUIREMENTS DEFINITION SERVICES

THIS MODIFICATION No. ONE 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 **THE INFORMATION ARCHITECTURE GROUP, INC.**, (a corporation organized and existing under the laws of the State of Delaware, (hereinafter the "Company") having its principal office located at 42 Read's Way, New Castle, DE 19720.

This Contract between the City and Company dated October 6, 2014 is hereby modified as follows:

1. **Section B-3 Prices/Costs (a) and (b):**

DELETE: Section B-3 (a) and (b) in its entirety.

REPLACE WITH:

(a) The City will pay the Company the following amounts upon the completion of the deliverable submitted in accordance with Section C-2 (Deliverables), which shall include all incidental expenses

Item No.	Description	Amount
1.	Capital Improvements Projects Program	$ 49,250
2.	Definition of Use Cases for Additional Functionality	$ 12,000
3.	Prioritization of Requirements (Features) prep work	$ 21,000
4.	Prioritization of Features and Road Map	$ 13,000
5.	Evaluation Score Card ***(Optional Task)***	$ 13,000
6.	Demo Scripts ***(Optional Task)***	$ 11,000
	Total Cost	**$119,250**

2. **Section B-5 Performance Period/Payment Schedule (a) and (b):**

DELETE: Section B-5(a) and (b) in its entirety.

REPLACE WITH:

(a) The performance period commences from Engagement Start Date and continues through the completion of services provided, anticipated to be no later than **twelve (12) months**, unless extended through mutual agreement by both parties.

(b) Delivery Schedule. The Company shall provide services in accordance with the following delivery schedule:

Item No.	Description	Delivery Schedule
1.	Capital Improvements Projects Program	March 2015
2.	Definition of Use Cases for Additional Functionality	May 2015
3.	Prioritization of Requirements (Features) prep work	June 2015
4.	Prioritization of Features and Road Map	June 2015
5.	Evaluation Score Card ***(Optional Task)***	July 2015
6.	Demo Scripts ***(Optional Task)***	July 2015

3. **Section C-1 Scope of Services**

ADD: Attachment A – Additional Scope of Services for Items 2 through 6.

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

CITY OF LAS VEGAS

YOLANDA C. JONES, C.P.M., CPPO Date
Manager Purchasing and Contracts

THE INFORMATION ARCHITECTURE GROUP, INC.

Garry McGouldrick 4/14/15

GARRY McGOULDRICK Date
SVP

ATTEST:

LUANN D. HOLMES, MMC
Acting City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain 4-9-15

Deputy City Attorney Date

ATTACHMENT A

Additional Scope of Services for Items 2 through 6

It is the Company's understanding that the City is looking to expand on the work completed to date in order to define the requirements at a level that can be directly inputted into a request for proposal (RFP).

Based on Company and City discussions to date this will involve the following key steps:

- Define use cases and functional requirements for additional/missed functionality
- Reformat the use cases/requirements into features
- Review and prioritize the features with relevant stakeholders

The preliminary plan for this engagement assumes that a start date will be mutually agreed based on availability of the City's subject matter experts and Company's resources.

The key elements of the plans as follows:

2. **Definition of Use Cases for Additional Functionality**

Activity Goal: To define approximately nine (9) use cases for additional functionality.

Level of Effort Public Works:
- Planning Session: Approximately one (1) hour via conference
- Elicitation Sessions: Monday through Wednesday
- Review Session: Thursday

Activities Offsite:
- One (1) hour remote planning session to create a schedule of sessions
- Development of schedule
- Friday to Wednesday of week 2 (all days offsite), Company to write functional requirements and other models required for the newly created use cases and complete documentation and internal peer review

Activities Onsite:
- Run facilitation sessions Monday through Wednesday according to the schedule determined above
- Review session on Thursday to walk through draft use cases with stakeholders/project team
- Review session on Thursday with key project team members with the draft business requirements document (BDR) to ensure all required deficiencies for phase one are addressed

Work Product: Use Cases & Functional Requirements

3. **Prioritization of Requirements (Features) Prep Work**

Activity Goal: To prepare for the ability of the City to prioritize their requirements.

Level of Effort City: None

Activities Offsite:
- Mapping of functional requirements to features
- Mapping of features to business activity areas

Work Product: Features

4. Prioritization of Features and Road Map

Activity Goal: To have City prioritize their features to allow for vendor evaluation scorecard.

Level of Effort for City:
- Document Review (All): Approximately 4 to 6 hours total
- Prioritization Sessions (All): Approximately 5 hours total

Activities Onsite:
- Facilitated prioritization sessions with City, technical subject matter experts (SME) and project managers
- Initial engagement and alignment with City procurement department and policies
- Facilitated discussion of procurement and implementation roadmap

Work Product: Prioritization Matrix & Roadmap

5. Evaluation Scorecard – Optional Task for City to Request if Needed

Activity Goal: To prepare the evaluation scorecard to be used in the procurement process.

Level of Effort Company:	One (1) week - One (1) Requirement Analyst
Level of Effort Public Works:	Elicit scorecard criteria – 8 -10 hours total
Activities Onsite:	Collaboration with Business SMEs and Procurement to develop evaluation scorecard
Work Product:	Evaluation scorecard

6. Demo Scripts - Optional Task for City to Request if Needed

Activity Goal: To assist in the preparation, execution, and scoring of the Company solution vendor(s) demo/prototype evaluation(s).

Level of Effort Company:	One (1) week & one (1) Requirement Analyst (2-3 days per vendor, assumption 2 vendors)
Level of Effort Public Works:	Review and refine demo scripts – 8-10 hours total
Activities Offsite:	Collaboration with public works stakeholder and procurement
Work Product:	Demo Scripts

Company proposal assumes that Company will be providing the prioritized requirements and features for direct input into a City RFP template by your procurement team. Company will facilitate a discussion with procurement to help them understand the requirements. It is understood that the City will be responsible for all areas of the RFP not related to requirements or features such as terms and vendor questions.

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: The Information Architecture Group Inc. **Dba. IAG Consulting**	**Services for:** Define Requirements for CIP software RFP
Address: 42 Read's Way **New Castle, DE 19720**	
Telephone: 800-209-3616	**Project Number:** **335790**
EIN or DUNS : 16-1528982	

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.	The Information Architecture Group, Inc.	302 – 1315 North Service Road East, Oakville, ON L6H 1A7 Canada	905-842-0123
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

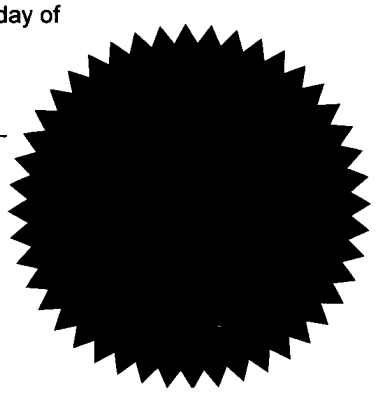
4/22/15
Date

Subscribed and sworn to before me this 22ND day of

APRIL, 2015 CM

_____
Notary Public

Carolyn M. McCarney, B.A., J.D.
O'Connor MacLeod Hanna LLP
Barristers & Solicitors
Notary Public
700 Kerr Street
Oakville, Ontario L6K 3W5



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

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
For possible action to approve award of Contract No. 150092-CB, Contract for Accident Investigation Services - Department of Human Resources - Award recommended to: CARL WARREN & COMPANY (Not-to-Exceed $125,000 - Liability Insurance and Property Damage Internal Service Fund)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $125,000
Funding Source: Liability Insurance and Property Damage ISF
Dept./Division: Human Resources/Benefits and Risk Management

PURPOSE/BACKGROUND:
This contract provides for accident investigations and associated services for incidents involving City vehicles. Carl Warren & Company was selected as the result of a formal Request for Proposals process. Carl Warren & Company is located in Las Vegas, Nevada.

PCC: C. Buford
POC: Richard McAbee - (888) 858-2807 ext. 101

RECOMMENDATION:
That City Council approve award of Contract No. 150092-CB, Contract for Accident Investigation Services to Carl Warren & Company in the not-to-exceed annual amount of $125,000 with two two-year options to renew. Authority to execute the Contract is given to the Purchasing Manager per R-48-2006.

BACKUP DOCUMENTATION:
1. Contract No. 150092-CB
2. Certificate - Disclosure of Ownership/Principals

CONTRACT FOR ACCIDENT INVESTIGATION 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 CARL WARREN & COMPANY, (hereinafter the "Company") having its principal office located at 2500 North Buffalo Drive, Suite 110, Las Vegas, Nevada 89128.

SECTION A – Subject of Contract

The subject matter of this Contract is the provision of Accident Investigation 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 Amounts. The City will pay the Company the following amounts, which shall include all incidental expenses (the "Payment Amounts"):

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	AMOUNT
1.	Accident Investigation Services	Hour	75.00
2.	Risk Management System (Unlimited Users)	Annual	3,600.00
3.	Mileage Reimbursement	Per Mile	0.56
4.	Large Job Photocopies	Per Page	At Cost
5.	Data Processing (Per Claim)	Each	30.00
6.	Index (Per Submission)	Each	18.00
7.	Medical Medicaid Set-Aside (Per Filing)	Each	4.85
8.	Incident Only Reporting	Each	50.00
9.	Subrogation Services (Per Incident) (Recovery Amount Less than $1,000.00)	Each	20% of Recovery Amount
10.	Subrogation Services (Per Incident) (Recovery Amount Greater than $1,000.00)	Each	18% of Recovery Amount

(i) Accident Investigation Services shall include all professional and overhead costs required to complete a thorough investigation of a motor vehicle, and/or bodily injury or property damage claim assigned by the City (i.e. initial claims investigation, scene investigation, photographs, diagrams, cassettes, initial report, etc.)

(ii) Large job photocopies shall include documents in excess of 25 pages, requiring ten (10) or more copies.

(b) Payment. The Company will invoice the City monthly, for actual work performed to date.

(c) Reimbursable Travel Expenses. With the exclusion of mileage, there are no reimbursable travel expenses payable under this Contract.

(d) Pricing Escalation.

(i) The Payment Amounts stated in Section B-3 (Prices/Costs) shall be the Firm-Fixed Fee for the initial Contract term ending April 30, 2017.

(ii) The Payment Amount for the Company's Risk Management System [B-3(a)2] shall be the Firm-Fixed Fee through the initial Contract term ending April 30, 2017, and the first two-year renewal period (if so exercised by the City).

(e) Authorized Amount. The authorized amount for this contract is $125,000 per Contract year. In no event shall the total payments to the Company for actual services provided under this Contract exceed the aforementioned amount appropriated without the prior approval of the City.

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/Renewals

(a) The initial term of this Contract commences from Award Date and continues through April 30, 2017. The City may extend the performance period for two (2) two-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. All terms and conditions set forth in this Contract shall remain in effect as written, during any renewal period.

(b) Only one (1) escalation request will be considered from the Company at the time of Contract renewal. The Company shall provide a written request and suitable justification at least thirty (30) calendar days before the price increase would become effective. The City shall determine if the price increase is justified. Only recognized economic indices will be used to consider any increase in contract pricing.

SECTION C – Statement of Work

C-1 Scope of Services

The Company shall provide twenty-four (24) hour, seven (7) days per week on-call Accident Investigation Services, and shall be responsible for providing all personnel and materials required to perform the services.

(a) The Company shall investigate each motor vehicle, and/or bodily injury or property damage claim ("Incident") assigned by the City. Potential claim assignments may include but are not limited to:

(i) damage to a City owned motor vehicle involved in an accident which was the fault of another driver, or
(ii) damage to the property of a third-party caused by a City operated vehicle.

(b) The Company shall provide a twenty-four (24) hour, seven (7) days per week phone number to receive assignments and shall be on the scene of an assigned Incident within forty (40) minutes after receiving the assignment.

(c) The Company shall respond to telephone or email inquiries from the City's Project Manager identified in Section D-2 (Project Manager/Company Representative) within one (1) business day.

(d) The Company **shall not investigate** any Incident that does not involve a City vehicle unless specifically directed to do so by the City's Project Manager.

(e) The Company **shall not respond** to Incident call-outs involving only property damage or bodily injury without verification from the City's Project Manager identified in Section D-2 (Project Manager/Company Representative).

(f) The Company shall prepare investigation reports of each assigned Incident.

(g) The Company shall provide on-call appraisal services.

(h) At the request of the City, the Company shall provide rental car arrangements for a claimant.

(i) At the request of the City, the Company shall provide supplemental services, which may include further investigational activities and claim adjuster services over and above those activities required for the initial investigation.

(j) The Company shall ensure the actual investigation of an accident site and resulting claims are performed by an insurance adjuster licensed by the State of Nevada under the provision of Nevada Revised Statutes 684A.

(k) The Company shall ensure vehicle damage appraisals are prepared by a vehicle damage appraiser licensed by the State of Nevada under the provision of Nevada Revised Statue 684B.

(l) The Company shall assign a primary and secondary adjuster and a specific accounts receivable point of contact to the City. The Company shall notify the City immediately of any change to Company personnel assigned to the City.

(m) At the request of the City, the Company shall provide accident reconstruction services in accordance with the City's Claims Handling Instructions.

(n) At the request of the City, the Company shall provide casualty adjusting services in accordance with the City's Claims Handling Instructions.

(o) At the request of the City, the Company shall provide sanitary sewer overflow investigation services in accordance with the City's Claims Handling Instructions.

(p) The Company shall not provide legal representation on behalf of the City.

C-2 Investigation Process

(a) The Company shall report all Incidents and claims to the City immediately. The Company shall establish files upon receipt of each potential or actual claim to include payment, reserves and a diary review system.

(b) The Company shall contact any injured claimant and, of applicable, witnesses and other interested parties within twenty-four (24) hours of the assigned Incident.

(c) The Company shall obtain initial statements and/or conduct inspections within seventy-two (72) hours of the assigned Incident. This shall include taking digital photographs and/or preparation of diagrams to illustrate the mechanism, cause or location of the Incident.

(d) Within twenty (20) days of providing the first report to the City, the Company shall conduct an investigation of facts of accident and injury and provide the City with an Initial Claims Investigation Report as identified in Section C-3 (Reports). If there is an opportunity to tender the claim to a third party, the Company will request permission of the City to do so within the Initial Claims Investigation Report.

(e) The Company shall provide written reports to the City providing updates pertaining to major claim developments such as medical status, settlement demands, scheduling of settlement conferences, hearings and trials.

(f) The Company shall seek pre-authorization from the City to hire independent experts deemed necessary to properly conduct fraud investigations or direct sub-rosa services when needed. Such services shall be billed to the City at cost and as an allocated loss expense and will be coded as such in all files.

(g) The Company shall maintain contact with any claimant on a regular base to ensure accurate reserving and claimant rapport.

(h) As requested by the City, the Company shall report all bodily injuries to the Index Bureau.

(i) The Company shall notify the City immediately of any claim that may be subject to mandatory federal reporting provisions. The Company shall not be responsible for meeting the mandatory federal reporting provisions, but shall provide the City with information as needed to assist with the federal requirements.

(j) The Company shall request a medical authorization and a loss of earnings authorization from the claimant on any bodily injury file where settlement is being considered.

(k) The Company shall review all medical bills submitted by the claimant to verify causal relationship to the Incident.

(l) The Company shall review the Office of Foreign Assets Control guidelines to assure no terrorist payment.

(m) The Company shall prepare an Internal Revenue Service Form Number 1099 for service providers as required by the Internal Revenue Code.

C-3 Reports

The Company shall prepare the following reports based on the investigation of the assigned Incident.

(a) Initial Claims Investigation Report

(i) The Company shall prepare an Initial Report containing at a minimum the following information:

- Date, time, and means of how the assignment was received.
- Date, time, and location of the Incident.
- Reporting time of the Successful Offeror's arrival at the Incident.
- A description of the Incident.
- The employee's name, department and division to whom the employee reports, vehicle type, vehicle license plate number, and the four (4) digit City issued vehicle identification number for the City vehicle(s) involved in the Incident.
- The adverse driver's name, date of birth, address, vehicle type, vehicle license plate number, vehicle identification number, auto insurance provider, auto insurance policy number, and the auto insurer's contact number. In the event the adverse driver is not the registered owner of the vehicle involved in the Incident, the name and address of the registered owner shall also be provided.
- The name and address of all vehicle passengers involved in the Incident; if applicable.
- A description of the physical property damage.
- A minimum of five (5) labeled photographs of the property damage.
- First written preliminary report.

(ii) The Company shall provide a written estimate/appraisal of the damages to the adverse claimants' property.

(iii) The Company shall provide statements, whether written or taped, from involved drivers, passengers, and witnesses to the incident.

(iv) The Company shall provide claimants with a Notice of Claim Form to complete. Immediately upon receipt, the Company shall provide the Notice of Claim Form to the City.

(v) The Company shall **not** include a determination of liability in the Initial Claims Investigation Report.

(vi) Initial Claims Reports must be signed by an insurance adjuster licensed by the State of Nevada under the provisions of NRS 684A.

(b) Initial Claims Investigation Report – City Not at Fault

For those Incidents in which the City is clearly not at fault, the Company shall prepare an Initial Claims Investigation Report as identified in Section C-2(a). In these instances, a Final Claims Investigation Report as detailed in Section C-2(c) is not required.

(c) Final Claims Investigation Report

(i) The Company shall **not** include a determination of liability in the Final Claims Investigation Report.

(ii) The Company shall submit a Final Claims Investigation Report to the City's Project Manager within ten (10) working days of the Incident, or at the conclusion of the performance of Supplemental Services, whichever is earlier.

(iii) Final Reports must be signed by an insurance adjuster licensed by the State of Nevada under the provisions of NRS 684A.

(d) Supplemental Services Report

The Company shall provide the City with a supplemental services report containing the information gathered and any investigative conclusions and recommendations resulting from there.

(e) Law Enforcement Reports

The City shall be responsible for obtaining reports from law enforcement agencies.

(f) Open Claim and Status Reports

(i) At the end of each calendar month, the Company shall provide the City with a monthly report identifying all open claims.

(ii) The Company shall provide the City with status reports at thirty (30) calendar day intervals for all open claims. The Company shall **not** charge the City for claim status reports in which claim activity has been inactive.

C-4 Risk Management Information System (MyCarlWarren)

(a) The Company shall provide the City with unlimited access (24/7/365) for an unlimited number of users to its online Risk Management Information System, MyCarlWarren.

(b) MyCarlWarren will allow the City to have customized access to its financial and claim information, and provide the City with the functionality to view and sort data, generate graphs, print reports and export information to a variety of formats, including, but not limited to, Excel, PDF, and TXT.

(c) MyCarlWarren will allow the City to have direct access to the adjuster's file notes, all claimant information, and financial data (including financial summary and payment detail).

C-5 Annual Performance Review

The Company shall attend an annual performance review. Attendance may be in person, by video conference or teleconference.

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: Richard McAbee
Carl Warren & Company
2500 North Buffalo Drive, Suite 110
Las Vegas, Nevada 89128
Fax: 866-302-5035
Email: rmcabee@carlwarren.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 Holly Jensen 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 Michael Clayson 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 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 parties, regardless of which party is asserting the claim or dispute, shall pursue arbitration 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. . 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. Arbitration shall be binding on the parties.

(b) All claims or disputes 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 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] R

Either party shall have the right at any time to terminate further performance of this Contract, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Company or the Company to the City, as applicable, specifying the effective date of the termination, which may not be less than one-hundred and twenty (120) days following the date of delivery of the written notice of 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] R

(a) The City may, by written notice of default to the Company, terminate this Contract 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) business 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, 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.

(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 sixty (60) days. If the foregoing circumstances result in a delay greater than sixty (60) days, the City may terminate the affected portion of the 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 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.

(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.

E-18 Confidentiality – City Information [CAO-7/24/08]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow it to be disclosed, to any person or entity without the express prior written consent of the City. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts.

(b) The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the City, then in the public domain; (ii) the information is known to the Company prior to obtaining the same from the City; (iii) the information is obtained by the Company from a third party who did not receive the same directly or indirectly from the City; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the Company shall notify the City. In such event the City, in its sole discretion, may seek to quash such demand.

(c) The obligations of confidentiality shall survive the termination of this Contract.

E-19 Marketing Restrictions [CAO-7/24/08]

The Company may not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services.

E-20 Limitation of Funding [CAO-7/24/08]

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract.

E-21 Changes – Fixed-Price Services [CAO-7/24/08]

(a) The City may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one or more of the following:

  (i) Description of services to be performed.
  (ii) Time of performance (i.e., hours of the day, days of the week, etc.).
  (iii) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

(c) The Company must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon a proposal submitted before final payment of the Contract.

(d) If the Company's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under Section E-1 (Disputes); however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

(f) The Company shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation within a reasonable time after a request from the City will be deemed a waiver of the Company's right to dispute the equitable adjustment proposed by the City, where such equitable adjustment has a reasonable basis at the time it is determined by the City.

E-22 Counterpart Signatures [CAO-9/24/08]

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

E-23 Non-Discrimination and Fair Employment Practices [07/31/13]

(a) Discrimination: The City of Las Vegas is committed to promoting full and equal business opportunity for all persons doing business in Las Vegas. The Company acknowledges that the City has an obligation to ensure that public funds are not used to subsidize private discrimination. Company recognizes that if the Company or their subcontractors or subconsultants are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status; City may declare the Company in breach of contract and terminate Contract.

(b) Fair Employment Practices: In connection with the performance of work under this Contract, the Company agrees not to discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other legally protected status. Such agreement shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

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

SECTION F – List of Attachments/Exhibits

The following attachments are hereby incorporated into this contract:

Identifier	Title/Text Reference	Date	Pages
Attachment 1	Certificate – Disclosure of Ownership/Principals [Section E-16(c)]	04/xx/2015	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

CARL WARREN & COMPANY

RICHARD McABEE — April 9, 2015 — Date
Chief Marketing Officer

ATTEST:

LUANN D. HOLMES, MMC — Date
Acting City Clerk

APPROVED AS TO FORM:

Robert S. Sylvain — 4-14-15
Deputy City Attorney — Date

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: Carl Warren & Company	**Services for:** Accident Investigation Services
Address: 2500 North Buffalo Drive, Suite 110 Las Vegas, Nevada 89128	
Telephone: 888-858-2807 x101	**Project Number:** 150092-CB
EIN or DUNS : 95-2917562	

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.	Tom Boylan, President & CEO	777 S. Placentia Avenue, Placentia, CA 92870	714-572-5220
2.	Allison Duncan, Chief Financial Officer	777 S. Placentia Avenue, Placentia, CA 92870	714-572-5225
3.	Mark Bernstein, Chief Claims Officer	10509 Vista Sorrento Pkwy, Ste.420, San Diego, CA 92121	858-457-3500, ext. 1820
4.	Richard McAbee, Chief Marketing Officer	11209 N. Tatum Blvd., Ste 130, Phoenix, AZ 85028	602-485-8228, ext. 101
5.	Stan Hopkins, VP, Quality Assurance	1400 112th Ave., Ste. 218, Bellevue, WA 98004	425-889-8225, ext. 112
6.	Brandon Schlenker, AVP, Director of Public Entity	2300 Clayton Road, Ste. 1250, Concord, CA 94520	925-674-4660, ext. 8305
7.	Steven Vissman, AVP, Director of IT	777 S. Placentia Ave, Placentia, CA 92870	714-572-5240
8.	Dwight Kunz, AVP, Corporate Secretary	777 S. Placentia Ave, Placentia, CA 92870	714-572-5260
9.	Glenn Betts, AVP, Director of Workers Compensation	777 S. Placentia Ave, Placentia, CA 92870	714-572-5234
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 0

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

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.

Richard McAbee, Chief Marketing Officer
Name

April 9, 2015
Date

Subscribed and sworn to before me this 9th day of April, 2015

Laura Chapman
Notary Public

LAURA CHAPMAN
Notary Public, State of Arizona
Maricopa County
My Commission Expires
January 21, 2017

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

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:

For possible action to approve an Affidavit of Intent To Plug A Monitoring Well between the City of Las Vegas and the State Engineer of Nevada, located at 500 North Casino Center Boulevard, commonly known as Fire Station Number 1 - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:

The Affidavit of Intent will allow shallow monitory wells to be placed at Fire Station Number 1 to test and confirm that the environmental remediation project for cleanup of discharge from tanks has been successfully completed. This document affirms for the State Engineer that the City of Las Vegas takes responsibility for ensuring that the wells are properly restored upon completion of the project.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Affidavit of Intent To Plug A Monitoring Well

IN THE OFFICE OF THE STATE ENGINEER OF NEVADA

AFFIDAVIT OF INTENT TO PLUG A MONITORING WELL

Notice of Intent # _____

I, Carolyn G Goodman, Mayor — Name & Title

City of Las Vegas — Company

415 South 4th Street — Address

Las Vegas, Nevada 89101

(702) 229-6501 — Telephone Number

Approved as to form
John S. Ridilla 4/2/15
John S. Ridilla — Date
Deputy City Attorney

of the real property located at:

Street Address (if any) 500 North Casino Center Boulevard, Las Vegas, Nevada 89101

County Assessor Parcel Number (APN) 139-27-803-008

Situated within the SW ¼ SE ¼ Section 27 T 20 S R 61 E, M.D.B. & M.

{ Latitude (N): 36.17496 / Longitude (W): -115.14021 } or { UTM (m) E: _____ / UTM (m) N: _____ } Datum NAD83/WGS84

and whereupon one or more monitoring wells are located or to be located, fully understand that I shall be responsible for, and shall cause the wells to be plugged in accordance with the provisions contained in Nevada Administrative Code (NAC) 534.4365 and all other applicable rules and regulations for drilling/plugging wells in the State of Nevada, **not later than thirty days after the date when monitoring is no longer required.**

I shall further make any purchaser of this parcel aware of these conditions.

Responsible Party
(Printed Name): _____ (Signature): _____

State of Nevada
County of _____

Subscribed and sworn to before me on _____

by _____

_____
Signature of Notary Public Required

Notary Seal

Revised 12/14

City of Las Vegas Agenda Item No.: **26.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
For possible action to authorize staff to negotiate and purchase interest in parcels of land for the American Disability Act Public Right of Way Access Guideline (ADA PROWAG) Path Upgrade Project, on Lake Mead Boulevard between Buffalo Drive and Pueblo Vista Drive ($30,000 - Road and Flood Capital Project Fund [CPF]) - Ward 4 (Anthony)

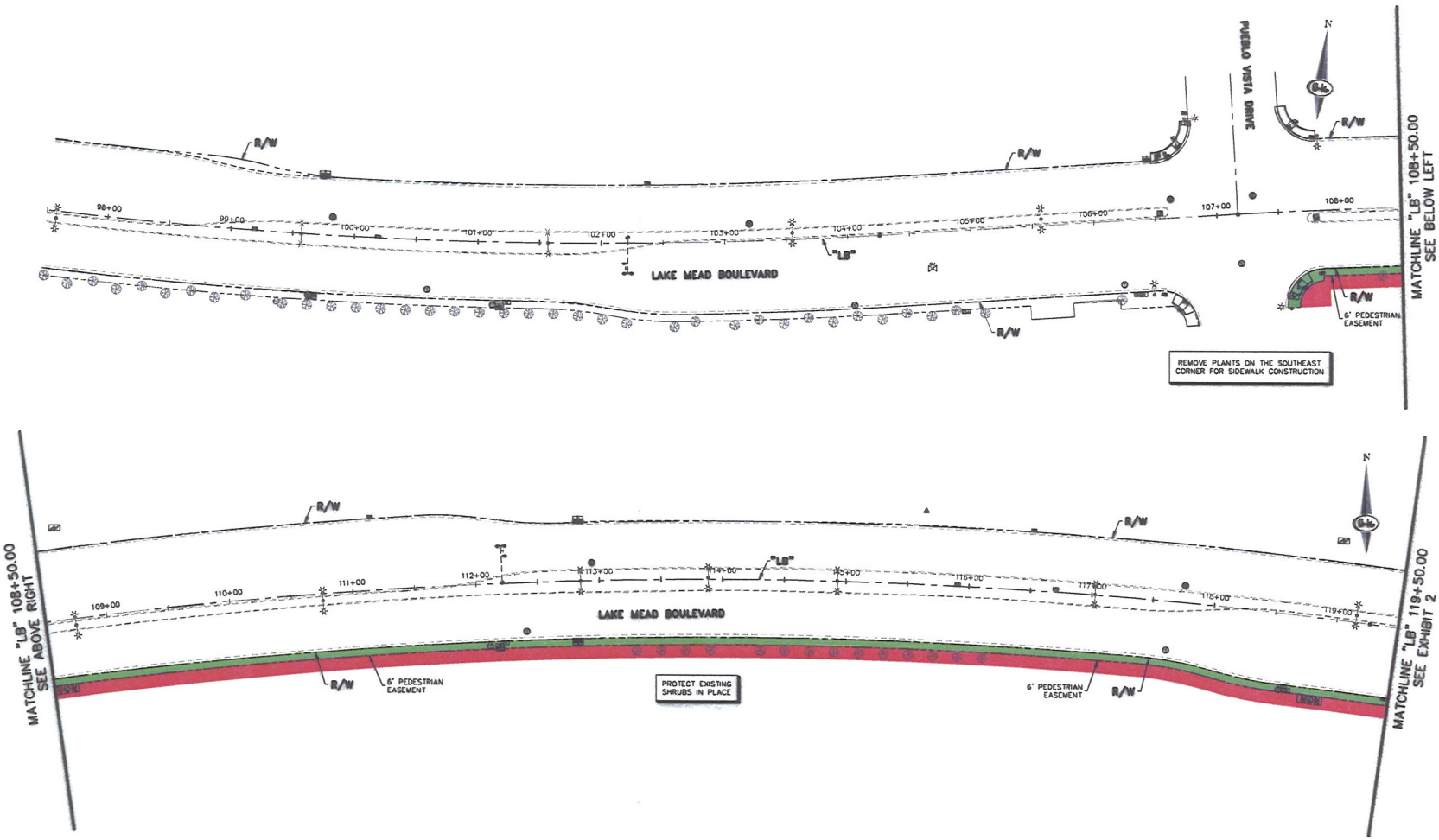
Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $30,000
Funding Source: Road and Flood CPF
Dept./Division: Operations and Maintenance/Right-of-Way

PURPOSE/BACKGROUND:
ADA PROWAG guidelines cover access to sidewalks and streets, including crosswalks, curb ramps, street furnishings, parking and other components of public rights-of-way and ensures that access for persons with disabilities is provided whenever a pedestrian way is newly built or altered, and that the same degree of convenience, connection, and safety afforded the public generally is available to pedestrians with disabilities. This project will install a sidewalk path and a bus shelter pad on the south side of Lake Mead Boulevard between Buffalo Drive and Pueblo Vista Drive.

RECOMMENDATION:
Approval. If approved, the Operations and Maintenance Director or designee is hereby authorized to execute any documents, as approved as to form by the City Attorney, related to the acquisition of the real property.

BACKUP DOCUMENTATION:
Exhibit Maps



LEGEND

- PEDESTRIAN EASEMENT
- AUTHORIZATION TO ENTER PROPERTY

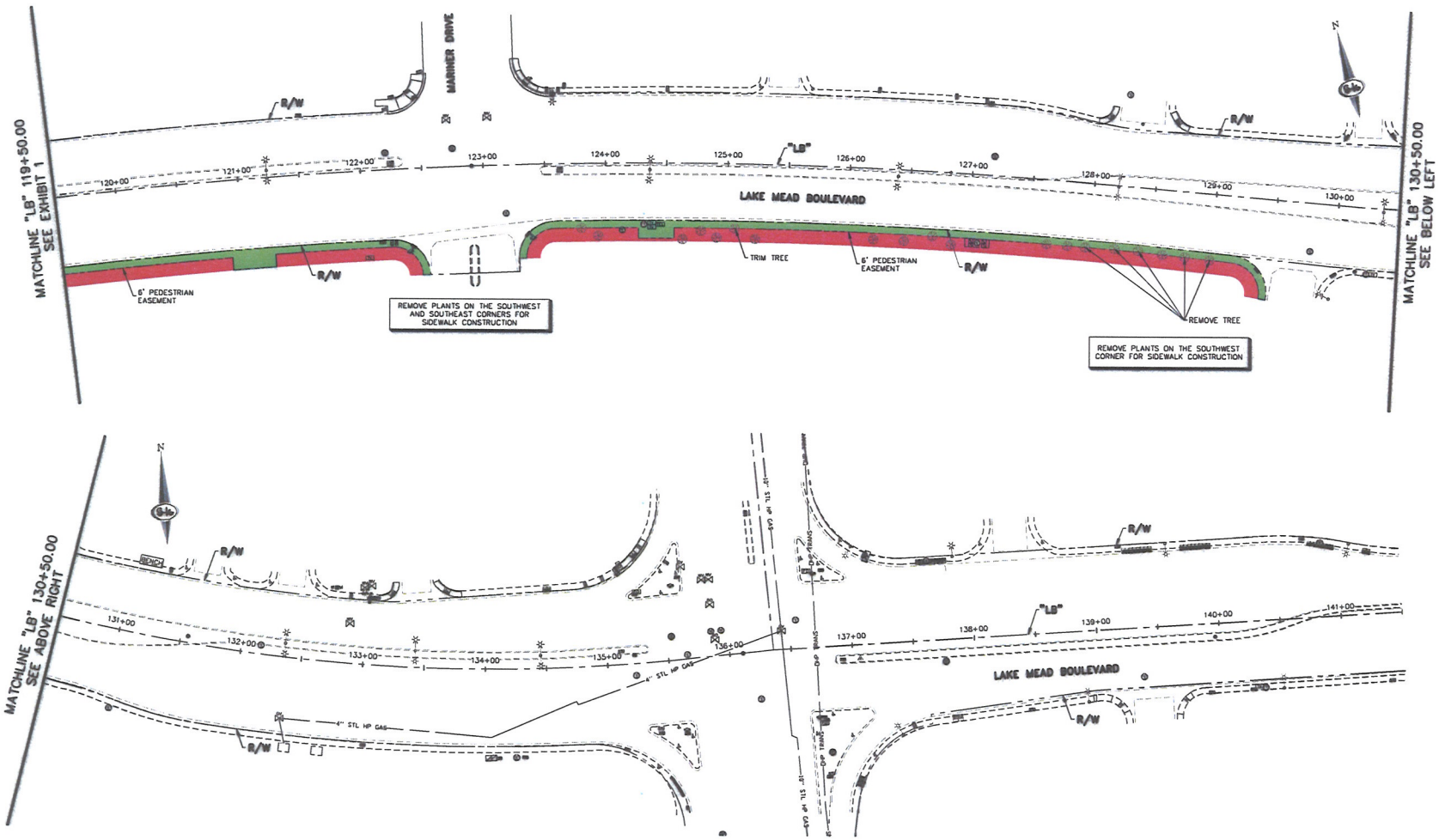
SCALE 40 0 40 80 FEET

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
8740 S. ARVILLE STREET #210, LAS VEGAS, NV 89113
PHONE (702) 284-5300 FAX (702) 284-5309

LAKE MEAD BOULEVARD- PUEBLO VISTA DRIVE TO BUFFALO DRIVE

PROPOSED SIDEWALK IMPROVEMENTS

EXHIBIT 1



LEGEND

- PEDESTRIAN EASEMENT
- AUTHORIZATION TO ENTER PROPERTY

SCALE 40 0 40 80 FEET

CITY OF LAS VEGAS NEVADA

SLATER HANIFAN GROUP
CONSULTING ENGINEERS & PLANNERS
8749 S. ARVILLE STREET #210, LAS VEGAS, NV 89113
PHONE (702) 304-5300 FAX (702) 304-5309

LAKE MEAD BOULEVARD- PUEBLO VISTA DRIVE TO BUFFALO DRIVE

PROPOSED SIDEWALK IMPROVEMENTS

EXHIBIT 2

City of Las Vegas Agenda Item No.: **27.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
For possible action to approve a nomination in accordance with the Southern Nevada Public Lands Management Act (SNPLMA) for the sale of five acres of a portion of Bureau of Land Management (BLM) land located in the vicinity of North Shaumber Road and West Hammer Lane, APN 126-36-201-003 - Ward 6 (Ross)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On March 11, 2014, Puli South, LLC sent the City a request to nominate the parcel for sale in an upcoming BLM auction for future development. The City has agreed to move forward with the nomination for a portion of APN 126-36-201-003 through the SNPLMA auction process. The parcel will be offered at the Spring 2016 auction.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Site Map

T19S R59E Section 36
E1/2 SW1/4 NW1/4 NW1/4



City of Las Vegas Agenda Item No.: **28.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
For possible action to approve Amendment No. 4 to the Grant and Cooperative Agreement L08AC14129 between the City of Las Vegas and the Bureau of Land Management (BLM) to extend the contract date to October 19, 2016 for the Las Vegas Springs Preserve Phase II project, funded under the Southern Nevada Public Lands Management Act (SNPLMA) and located at the northeast corner of Alta Drive and Valley View Boulevard - Ward 1 (Tarkanian)

Fiscal Impact

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

PURPOSE/BACKGROUND:
On behalf of the Las Vegas Valley Water District, the City of Las Vegas entered into Grant and Cooperative Agreement L08AC14129 with the Bureau of Land Management (BLM) on March 19, 2008 for the Las Vegas Springs Preserve Phase II project. This Amendment No. 4 will extend the contract date to October 19, 2016 in order to complete construction and submit for reimbursements. The agreement has been reviewed by the City Attorney's office and stamp verified accordingly.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Grant and Cooperative Agreement L08AC14129 - Amendment No. 4

Grant and Cooperative Agreement

CHOOSE ONE:
- [X] COOPERATIVE AGREEMENT
- [ ] GRANT

CHOOSE ONE: [ ] EDUCATION [ ] FACILITIES [ ] RESEARCH [ ] SDCR [ ] TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER	2. SUPPLEMENT NUMBER	3. EFFECTIVE DATE	4. COMPLETION DATE
L08AC14129	0004	03/04/2015	

5. ISSUED TO
NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip)
LAS VEGAS, CITY OF
Attn: UNKNOWN
400 STEWART AVENUE
LAS VEGAS

6. ISSUED BY BLM NV-STATE OFC BGT&FIN SVC(NV955)
Mailing Address: 1340 FINANCIAL BLVD.
RENO NV 89502

7. TAXPAYER IDENTIFICATION NO. (TIN)

8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.

9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (*Name & Phone*)
Connie Diso cdiso@lasvegasnevada.gov
702-229-2142

10. RESEARCH, PROJECT OR PROGRAM TITLE
Las Vegas Springs Preserve Phase ll Priority 7-3 , Project LV-31

11. PURPOSE
See Schedule

12. PERIOD OF PERFORMANCE (*Approximately*)
03/19/2008 through 10/19/2016

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	$12,100,000.00	PREVIOUS	$12,100,000.00
THIS ACTION	$0.00	THIS ACTION	$0.00
CASH SHARE	$0.00	**TOTAL**	$12,100,000.00
NON-CASH SHARE	$0.00		
RECIPIENT SHARE	$0.00		
TOTAL	$12,100,000.00		

14. ACCOUNTING AND APPROPRIATION DATA
01

PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS

15. POINTS OF CONTACT

	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER	Jeff Wilbanks		702-515-5160	jwilbanks@blm.gov
NEGOTIATOR				
ADMINISTRATOR	Gretchen Eykelbosh		775-861-6740	geykelbosh@blm.gov
PAYMENTS				

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF :
Southern Nevada Public Land Management Act of 1998 P.L. 105- 263, as amended

Approved as to form
John S. Ridilla 4/3/15
John S. Ridilla Date
Deputy City Attorney

17. APPLICABLE STATEMENT(S), IF CHECKED:
- [ ] NO CHANGE IS MADE TO EXISTING PROVISIONS
- [ ] FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT

18. APPLICABLE ENCLOSURE(S), IF CHECKED:
- [ ] PROVISIONS
- [ ] SPECIAL CONDITIONS
- [ ] REQUIRED PUBLICATIONS AND REPORTS

UNITED STATES OF AMERICA		COOPERATIVE AGREEMENT RECIPIENT	
CONTRACTING/GRANT OFFICER Susan Kaller	DATE	AUTHORIZED REPRESENTATIVE	DATE

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	CFDA Number: 15.235 DUNS Number: 030381610+0000 L08AC14129 11. PURPOSE: A. The purpose of this (no cost) modification is to extend the period of performance from 3/19/2015 to 10/19/2016. Several factors as outlined in the time extension request caused a four month delay to project completion. Moving and renovation of the historic railroad cottages required extensive coordination with the State Historic Preservation Office (SHPO). Subsequent implementation of the required protocols and regulations caused an unanticipated delay. The SNPLMA Executive Committee approved the requested time extension on 2/12/2015 with the condition that the City meet the time constraints as outlined in the SNPLMA action letter. Specifically, the SNPLMA Division recommends approving the one-year and seven month time extension under the following time constrains. The completion dates reflect the schedule provided by the City in the time extension request. The City must notify the SNPLMA Division via email within five business days that the completion dates have been met. Should the City fail to meet any of the dates or fail to notify the SNPLMA Division, the Division will recommend termination of the project and deobligation of all remaining funds into the SNPLMA Special Account. Engineering and Construction Plans - 6/30/15 Permitting - 6/30/15 Procurement Process/Contracting - 6/30/15 Final Construction/Build-out - 6/30/16 Final Acceptance - 10/19/16 Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	Project Closeout (90 day closeout period) - 1/17/17 B. This modification revises Section VI. to: Required Registrations. Prior to award the Recipient will register and maintain their own information with Dun & Bradstreet and the System for Award Management (SAM). 1. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711 or 800-333-0505) or the Internet (currently at http://fedgov.dnb.com/webform or http://www.dnb.com). 2. Register on the System for Award Management (SAM) or maintenance can be done on line at: http://sam.gov. 3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C: a. A Governmental organization, which is a State, local government, or lndian Tribe; b. A foreign public entity; c. A domestic or foreign nonprofit organization; d. A domestic or foreign for-profit organization; and e. A Federal agency, but only as a subrecipient under an award or subaward to a non- Federal entity. Subaward: a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient. b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec.11.210 of the attachment to OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations). c. A subaward may be provided through any legal agreement, including an Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	agreement that you consider a contract. 5. Subrecipient: means an entity that: a. Receives a subaward from you under this award; and b. Is accountable to you for the use of the Federal funds provided by the subaward. C. This modification revises Section VIII. A. and B. to: Federal Financial Reports: For new agreements, the first report may include a time period of less than one quarter if the agreement started during the quarter. No matter when an agreement starts, the reporting periods for quarterly reports: October 1 through December 31 (due the last day of January) January 1 through March 31 (due the last day of April) April 1 through June 30 (due the last day of July) July 1 through September 30 (due the last day of October) The final SF-425 is due 90 calendar days after the expiration of agreement. Please email all reports to both the GMO and the PO. The mailbox for the GMO is: The email inbox for SF425s and Progress reports is: Blm_nv_aa@blm.gov. Performance/Progress Reports: The reporting period for annual reports is October 1 through September 30, and will continue through the life of the agreement. Annual reports are due 90 days after the end of the reporting period (December 31st). Copies of this report may be required to be included with any application for continuing support of the agreement. The first report will cover from date of award to the end of that affected year. Please email all reports to both the GMO and the PO. The mailbox for the GMO is: The email inbox Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	for SF425s and Progress reports is: Blm_nv_aa@blm.gov. D. This modification revises Section XII. to add section J. Trafficking Victims Protection Act of 2000, as Amended (22 U.S.C. 7104) and 2 CFR Part 175 This term of award is pursuant to paragraph (g) of section 106 of the Trafficking Victims Protections Act of 2000, as amended (22 USC 7104). 1. Provisions applicable to a recipient that is a private entity. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not: Engage in severe forms of trafficking in persons during the period of time that the award is in effect; Procure a commercial sex act during the period of time that the award is in effect; or Use forced labor in the performance of the award or subawards under the award. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity: Is determined to have violated a prohibition in paragraph a.1 of this award term; or Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either, Associated with performance under this award; or Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	implemented by our agency at 2 CFR part 1400. 2. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either, Associated with performance under this award; or Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1400. 3. Provisions applicable to any recipient. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section: Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and Is in addition to all other remedies for noncompliance that are available to us under this award. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity. 4. Definitions. For purposes of this award term: "Employee" means either: An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST UNIT PRICE (E)	ESTIMATED COST AMOUNT (F)
	award; or Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. "Private entity": Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. Includes: A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b). A for-profit organization. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102). E. This modification revises Section XII. to add section K. Indemnification. The recipient will indemnify and hold the Government harmless from any and all losses, damages, or claims for personal injury, death, or property damage of any nature whatsoever and by whomsoever made, arising out of the activities of the Recipient, its employees, subcontractors, or agents under this agreement, to the extent the laws of the state where the recipient is located. Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	This obligation shall survive the termination of this Agreement. Liabilities. The BLM assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306]". Required Insurance: The recipient will, at its own expense, procure and thereafter maintain Automobile Liability Insurance. This insurance will be required on the comprehensive form of policy and will provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the agreement. At least the minimum limits of $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage will be required. The recipient will maintain comprehensive liability insurance of not less than $3,000,000 per occurrence for bodily injury and property damage subject to the usual and customary policy conditions (including standard exclusion on vehicles licensed for highway use and on property in the care, custody, and control of the policyholder). In addition, the recipient will maintain its current accidental health, dismemberment, and injury insurance for all their employees or volunteers. F. All other terms and conditions remain unchanged. Legacy Doc #: FAA080027 Delivery Location Code: 0004276516 BLM-NV NEVADA STATE OFFICE* Continued ...				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	BUDGET & FINANCIAL SVCS. BRANCH RENO NV 89520-0006 US Period of Performance: 03/19/2008 to 10/19/2016 The Administrative Point of Contact (POC): Gretchen Eykelbosh, Grants and Agreements Specialist, Nevada State Office (NSO) Phone: 775-861-6740, Email: geykelbosh@blm.gov. The Technical Point of Contact Program Officer (PO): Jeff Wilbanks, Southern Nevada District Office Phone: 702-515-5160, Email: jwilbanks@blm.gov 				

City of Las Vegas Agenda Item No.: **29.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
For possible action to approve Substructure Installation Agreement No. 15-00008 between the City of Las Vegas and Nevada Power Company, d/b/a NV Energy for the Main Street/Commerce One-Way Couplet - Las Vegas Boulevard to Bonneville Avenue project, this agreement funds phase II substructure installation costs from NV Energy ($55,902 - Road and Flood Capital Project Fund [CPF]) - Ward 3 (Coffin)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $55,902
Funding Source: Road and Flood CPF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
This Substructure Installation Agreement between the City of Las Vegas and NV Energy will allow the city to complete the substructure work that is essential to providing infrastructure for the ultimate relocation of the overboard transmission lines on Main Street.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Substructure Installation Agreement No. 15-00008

SUBSTRUCTURE INSTALLATION AGREEMENT

This Substructure Installation Agreement ("**Agreement**") is entered into by and between Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("**Utility**") and City of Las Vegas, a municipal corporation of the State of Nevada, on behalf of its Department of Public Works ("**Applicant**") (individually, a "**Party**" and collectively, the "**Parties**").

RECITALS

(A) At Applicant's request and expense and through a Facilities Relocation Agreement dated March 9, 2009 between Utility and Forest City Commercial Development, Inc., Utility contract no. 08-02161, Utility relocated a portion of the Lewis-Shadow and Garces-Lewis 69kV transmission lines from Garces Substation, then north crossing Garces Ave. and Main St., then northeast along the west side of Main St., past Lewis Ave., crossing Main St., then continuing southeast to Lewis Substation ("**Rerouted Overhead TL Facilities**"). Lewis Substation is located on the real property currently known as Assessor's Parcel Number 139-34-210-005 ("**Lewis Substation Property**").

(B) In the future, Applicant would like Utility to underground the Rerouted Overhead TL Facilities ("**Garces-Lewis Relocation**"). Before Utility will underground those facilities at Applicant's Total Cost, Utility must receive all Property Rights it deems necessary for the Garces-Lewis Relocation, Applicant must sign Utility's standard, then-current Relocation and Removal Agreement ("**Subsequent Agreement**") to modify Utility's Electric System at no expense to Utility and perform obligations in accordance with those contracts. In addition, if Utility uses the Conduit Systems (defined in the 2010 SIA), the Phase 1 Duct Bank System and/or the Phase 2 Duct Bank System for that relocation, then the Conduit Systems, the Phase 1 Duct Bank System and Phase 2 Duct Bank System must be maintained, repaired and replaced (as necessary) by Applicant and must be in a condition acceptable to Utility in accordance with the 2010 SIA, 2014 SIA, this Agreement and the Subsequent Agreement.

(C) With respect to the Property Rights for the Garces-Lewis Relocation, Applicant agrees to grant Utility all Property Rights Utility deems necessary (such as easements in the form attached as Exhibit D-2) and to obtain or cause third parties to provide Property Rights Utility deems necessary (such as easement(s) in the form attached as Exhibit D-1, consent and subordination agreements and transmission use agreements).

(D) At Applicant's request and expense and through a Substructure Installation Agreement dated June 12, 2014, contract no. 14-00012, as amended, between Utility and Applicant ("**2014 SIA**"), Utility performed property rights research, reviewed survey data, provided a construction package and inspected the Phase 1 Duct Bank Systems that Applicant installed on certain real property located in Las Vegas, Nevada.

(E) At Applicant's request and expense and through a Substructure Installation Agreement dated September 10, 2010, contract no. 10-00212, as amended, between Utility and Applicant ("**2010 SIA**"), Utility performed property rights research, reviewed survey data, provided a construction package and inspected the Conduit Systems that Applicant installed on certain real property located in Las Vegas, Nevada.

(F) At Applicant's request and expense and pursuant to a Design Cost Agreement dated December 3, 2013, contract no. 13-00032, between Utility and Applicant ("**2013 DCA**"), Utility agreed to prepare, and did prepare, a plan for the Transmission Substructure (defined in the 2013 DCA) that accommodates Applicant's phased construction of the Development (defined in the 2013 DCA) between Utility's Lewis Substation and Garces Substation and connects to the Conduit Systems. The most current plan for the Transmission Substructure is entitled "Garces - Lewis 69kV Line Underground Conversion Duct Bank Plan and Profile Garces Sub – Clark\Lewis - Lewis Sub" (sheets 1 through 4), revision 4 dated 12/31/2014 ("**Transmission Substructure Plan and Profile**"), attached to this Agreement as Exhibit C. Utility also agreed to prepare, and did prepare, a plan that resolves conflicts between Utility's Electrical System and that Transmission Substructure Plan and Profile, and that plan is entitled "CLV-Main St Manhole Relocation Bonneville/Main St" (sheets 1 through 4) dated January 16, 2014 for project number 3000508865, as amended from time to time, ("**Distribution Design**"). The Transmission Substructure Plan and Profile and Distribution Design comprise the Design (defined in the 2013 DCA). The Parties are contemporaneously signing a Facilities Relocation Agreement, contract number 14-00014, to resolve the conflict that is addressed by the Distribution Design ("**2014 FRA**").

(G) At Applicant's request and to accommodate its schedule for construction of the Development between Bonneville Avenue and Bridger Avenue, Utility agrees to a phased construction of the Transmission Substructure, consisting of the Phase 1 Duct Bank System and the Phase 2 Duct Bank System. Applicant acknowledges that it must perform the Phase 2 Duct Bank System installation in accordance with this Agreement.

(H) Applicant acknowledges that Utility might not use any of the Phase 2 Duct Bank System installed under this Agreement for the Garces-Lewis Relocation or any other project.

(I) Applicant acknowledges that (1) it must follow Utility's procedures for identifying and resolving conflicts between Applicant's Development and the Electric System, (2) Applicant must (at Applicant's expense) remove any improvements that Utility, in its discretion, determines are in conflict the Electric System and/or the Transmission Substructure Plan and Profile, (3) Applicant must sign Utility's standard Rule 9 Agreement for resolution of the foregoing conflicts, and (4) Utility will only waive or approve a particular conflict through Utility's standard government authorization letter or 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. DEFINITIONS

1.1 Terms Defined in Rule 1. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 1: Commission; Customer; Person; Service; and Standards.

1.2 Terms Defined in Rule 9. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 9: Affiliate; Alteration of Existing Facilities; Commercially Reasonable Efforts; Construction Complete; Project; Property Rights; Refund; Relocation and Removal Agreement; Tax Gross-up; Total Cost True-up; Total Costs.

1.3 Additional Definitions. In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the capitalized terms below will have the following definitions:

(A) Agreement: This Substructure Installation Agreement, consisting of the Terms and Conditions, Exhibit A through Exhibit F, and all amendments to the foregoing.

(B) CTO Package: Construction turnover package that contains a copy of the Transmission Substructure Plan and Profile and Utility's installation specifications for the Phase 2 Duct Bank System installation.

(C) Construction Administrator: The individual designated by Utility to coordinate construction activities, as identified in Exhibit A.

(D) Effective Date: The date this Agreement is last signed below.

(E) Electric System: Utility's underground and/or above-ground communication facilities, substation facilities and electric line systems for the distribution and transmission of electricity.

(F) Force Majeure Event: An event or condition that is beyond the affected Party's control, occurs without the fault or negligence of the affected Party and renders Project performance impossible or impractical. 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.

(G) In-Service Date: The date on which all modified Facilities are operational, having passed all required testing as part of Utility's Electric System, as determined by Utility in its discretion.

(H) Law: 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.

(I) 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.

(J) Phase 1 Duct Bank System: The facilities installed from inside Utility's Lewis Substation to the south side of Bonneville Avenue, including but not limited to conduit, concrete encasement, splice vaults, manholes, hand holes and pull boxes, as depicted generally on the Transmission Substructure Plan and Profile. As of the Effective Date, the Phase 1 Duct Bank System is being installed.

(K) Phase 2 Duct Bank System: The facilities installed from (inside or adjacent to) Utility's Garces Substation to the Phase 1 Duct Bank System on the south side of Bonneville, including but not limited to conduit, concrete encasement, splice vaults, manholes, hand holes and pull boxes, as depicted generally on the Transmission Substructure Plan and Profile. As of the Effective Date, the Phase 2 Duct Bank System has not been installed.

(L) Project Manager: The individual appointed by each Party to serve as the single point of contact for all issues relating to the Agreement, as identified in Exhibit A.

(M) Rule 1: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.

(N) Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules.

(O) 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 from time to time.

(P) Terms and Conditions: Section 1 through Section 13, inclusive, hereof.

2. PROJECT SCOPE

2.1 Utility's Scope of Work. Utility will, at Applicant's Total Cost, perform (or cause to be performed) the following in association with this Agreement:

(A) Perform Property Rights research, review Property Rights documents and prepare a legal description(s) for the easement for the Phase 2 Duct Bank System after Applicant provides the as-built legal descriptions for the Phase 2 Duct Bank System pursuant to Section 2.2(E).

(B) After Applicant delivers to Utility the as-built legal descriptions for the Phase 2 Duct Bank System required under Section 2.2(E), send the legal description(s) for the easement for the Phase 2 Duct Bank System to Applicant.

(C) Review Applicant's survey data.

(D) Provide a CTO Package to Applicant within ten (10) business days after Applicant delivers the purchase order and signed Agreement to Utility.

(E) Inspect, provide comments and re-inspect the Phase 2 Duct Bank System installation.

(F) Perform additional work associated with the Project requested by Applicant and agreed to by Utility.

2.2 Applicant's Scope of Work. In addition to other obligations identified in this Agreement, Applicant must (at no expense to Utility) perform the following:

(A) Construct, and cause its contractors and subcontractors to construct, the Phase 2 Duct Bank System in accordance with the CTO package, or any amendments to it, using a contractor and/or subcontractor(s) acceptable to NV Energy. Applicant represents that it will not use any of its work force to construct the Phase 2 Duct Bank System.

(B) Construct, and cause its contractors and subcontractors to construct, the Phase 2 Duct Bank System in accordance with all applicable Laws (such as Occupational Safety and Health Administration (OSHA) requirements and chapter 455 of the Nevada Revised Statutes (NRS)), Utility's Standards, the Tariff Schedules, and the National Electrical Safety Code.

(C) Notify Utility's Construction Administrator at least five (5) business days in advance before performing any construction of the Phase 2 Duct Bank System and provide the information requested by Utility's Construction Administrator.

(D) In connection with Phase 2 Duct Bank System installation:

(1) Provide, at least five (5) business days prior to commencement of excavation, center line stakes and offset stakes at the intervals specified in the CTO package with grades to bottom of trench, and provide staking table with offsets and grades and control points in State Plane Coordinate System;

(2) Provide offset stakes with grades to all corners of manholes, splice vaults and hand holes (not to corner of pad);

(3) Collect, and provide to Utility within five (5) business days after construction of the Phase 2 Duct Bank System is complete, as-built data (a) at each staked location which must consist of the horizontal distance from offset stake, depth to bottom of trench, depth to top of conduit bundle and depth to top of concrete and (b) in a staking table with offsets and grades and control points;

(4) Collect, and provide to Utility within five (5) business days after construction of the Phase 2 Duct Bank System is complete, as-built data (a) to identify the depth of all manholes, splice vaults and hand

holes and (b) in a staking table with offsets and grades and control points;

(5) Provide Utility immediate access to the work site, trench, conduit, manholes, splice vault and other Phase 2 Duct Bank System facilities;

(6) Notify Utility's Construction Administrator at least two (2) business days in advance before Applicant's contractor or subcontractor installs any duct bank encasement; and

(7) Notify Utility's Construction Administrator at least two (2) business days in advance before Applicant's contractor or subcontractor performs a mandrel inspection of installed conduit so that Utility may witness that inspection.

(E) Prepare and, within thirty (30) days after the Phase 2 Duct Bank System installation is complete, provide Utility with as-built legal descriptions for the Phase 2 Duct Bank System.

3. APPLICANT'S ACTIVITIES AROUND AND DAMAGE TO UTILITY FACILITIES

3.1 Resolution of Conflicts with the Electric System and Payment of Costs. If Applicant, its contractors or its subcontractors damage, have damaged, render unsafe or have rendered unsafe the Electric System located within or adjacent to the Development, Applicant must (A) pay all costs to render those facilities safe, to relocate the facilities impacted, and to construct any new facilities needed and (B) provide or obtain 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).

3.2 Resolution of Conflicts with Utility's Property Rights and Payment of Costs. If Applicant, its contractors, or its subcontractors interfered with Utility's Property Rights, Applicant must (A) pay all costs incurred by Utility that are associated with the interference and (B) 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. GUARANTEES

4.1 Guarantee Against Defects. Applicant guarantees, regardless of Utility's acceptance of the Phase 2 Duct Bank System, all work Applicant's contractors and subcontractors perform and all material they furnish in connection with this Agreement against defects in materials and workmanship for a period of two (2) years after the Garces-Lewis Relocation is operational, having passed all required testing as part of Utility's Electric System, as determined by Utility in its discretion. Applicant also guarantees any corrective work and replaced or repaired materials against defects for an additional two-year period following completion of the work.

4.2 Utility's Option to Remedy Defect. At Utility's option and Applicant's Total Cost, Utility may either itself remedy or require Applicant to remedy any defect in materials or workmanship provided by Applicant's contractors and subcontractors that develop during the guarantee period provided for in Section 4.1. The option and obligation to repair extend to (A) any damage caused by the particular defect to the Phase 2 Duct Bank System, (B) any damage caused by the particular defect to the cable installed in it and (C) to 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 expenses incurred within thirty (30) days of receiving an invoice from Utility.

5. LIENS; OWNERSHIP AND USE OF THE PHASE 2 DUCT BANK SYSTEM

5.1 Applicant Must Keep the Phase 2 Duct Bank System Free of Liens. Applicant must keep the Phase 2 Duct Bank System free and clear of any lien, claim, judgment, security interest, and encumbrance ("**Lien**") arising out of the purchase, design, installation, construction, and inspection of the Phase 2 Duct Bank System ("**Work**") by Applicant's contractors, its subcontractors of any tier, and all laborers, materialmen, mechanics, and other similar persons.

5.2 Applicant's Obligation to Discharge the Lien. If any Lien arising out of the Work is filed before or after Work is completed, and Utility provides Applicant written notice of the Lien, Applicant must obtain the release of (or otherwise satisfy) the Lien within ten (10) days of receiving notice. If Applicant fails to do so, (A) Utility may take such steps and make such expenditures as, in its discretion, it deems advisable to obtain release of or otherwise satisfy the Lien or Liens, and (B) Applicant will, upon demand, reimburse Utility for all costs incurred and expenditures made by Utility in obtaining the release or satisfaction

5.3 Laws Related to Processing Liens. Except as required by applicable Law, Applicant's obligation to indemnify Utility from Liens will not in any way be rendered unenforceable, or altered, amended, eliminated, or otherwise conditioned by any Laws related to processing such Liens. Except as required by applicable Law, Utility will have no obligation to deliver a copy of any notice of claim or right to a Lien to Applicant or any other person or entity.

5.4 Ownership of Phase 2 Duct Bank System. The Phase 2 Duct Bank System that Utility uses for the Garces-Lewis Relocation will become property owned, maintained and controlled by Utility after all of the following occur:

(A) Applicant and Utility sign the Subsequent Agreement, and Applicant pays Utility the amount due under that Subsequent Agreement;

(B) a duct bank system for the entire Garces-Lewis Relocation is installed (which might include all or a portion of the Conduit Systems, Phase 1 Duct Bank System and Phase 2 Duct Bank System and any portion of the foregoing that is repaired or replaced in the then-existing or a new location(s));

(C) Utility approves the condition of the duct bank system for the entire Garces-Lewis Relocation (which might include all or a portion of the Conduit

Systems, Phase 1 Duct Bank System and Phase 2 Duct Bank System and any portion of the foregoing that is repaired or replaced in the then-existing or a new location(s)) it will use for the Garces-Lewis Relocation;

(D) Applicant provides Utility with any lien releases Utility requests for the Work;

(E) Utility receives all Property Rights it deems necessary for the Garces-Lewis Relocation;

(F) Applicant signs and delivers to Utility a bill of sale (in a form acceptable to Utility) for the portions of the Conduit Systems, Phase 1 Duct Bank System and Phase 2 Duct Bank System (and any portion of the foregoing that is repaired or replaced in the then-existing or a new location(s)) that Utility has determined it will accept for the Garces-Lewis Relocation; and

(G) Utility provides Applicant with its written acceptance of the portions of the Conduit Systems, Phase 1 Duct Bank System and Phase 2 Duct Bank System and any portion of the foregoing that is repaired or replaced in the then-existing or a new location(s)) by signing the bill of sale and delivering a copy of that fully-sign bill of sale to Applicant.

5.5 Obligation to Maintain/Repair Phase 2 Duct Bank System. Applicant must maintain, repair, and (if necessary) replace the Phase 2 Duct Bank System until after Utility signs the bill of sale described in Section 5.4(G). Before Utility installs cable or other equipment in the Phase 2 Duct Bank System, Applicant must video inspect, re-mandrel, re-mule tape, and repair the Phase 2 Duct Bank System, as required by Utility and at Applicant's expense. If all or a portion of the Phase 2 Duct Bank System cannot be repaired, Applicant (at its expense) must replace the portion of the Phase 2 Duct Bank System that Utility determines is unusable. After performing repairs or replacement of the Phase 2 Duct Bank System, Applicant must re-video, re-mandrel and re-mule tape the Phase 2 Duct Bank System. Applicant must provide Utility with a copy of all videos of the Phase 2 Duct Bank System. At Applicant's expense, Utility's Construction Administrator must then inspect and release the Phase 2 Duct Bank System and any portion repaired or replaced. Applicant's obligation under this Section terminates after Utility signs the bill of sale described in Section 5.4(G).

5.6 Obligation to Maintain Buffer Around Phase 2 Duct Bank System. Applicant (A) must not install, or allow any third party to install, any facilities within a three (3) foot horizontal distance to the concrete encasement of the Phase 2 Duct Bank System from a point two (2) feet below that concrete encasement to the surface and (B) must not allow any facilities to cross over or under the Phase 2 Duct Bank System unless those facilities have a minimum of two (2) feet of clear space to the concrete encasement of the Phase 2 Duct Bank System and cross at an angle of 45 degrees (+/-) – all as shown on the diagram attached as Exhibit F.

5.7 No Obligation to Use Phase 2 Duct Bank System. Utility is not obligated to use any portion of the Phase 2 Duct Bank System for the Garces-Lewis Relocation or any other Utility project.

5.8 No Reimbursement Right. Applicant is not entitled to reimbursement of any money paid under this Agreement even if Utility uses none or only some of the Phase 2 Duct Bank System for the Garces-Lewis Relocation or another Utility project.

6. SITE ACCESS, INFORMATION REQUESTED BY UTILITY, PROPERTY RIGHTS, AND APPLICABLE PERMITS

6.1 Access on Applicant's Property. Applicant must permit Utility access to, over, and across, any real property owned or controlled by Applicant, as Utility deems necessary for the purposes of carrying out this Agreement.

6.2 Obligation to Acquire and Convey Property Rights. Applicant must, without expense to Utility, grant and convey to Utility (or use Commercially Reasonable Efforts to obtain for Utility) all Property Rights that Utility deems it requires in a manner that is satisfactory to Utility as to type, location and form (including, but not limited to, the dimensions of the Property Rights area and terms and conditions relating to the Property Rights). In Utility's discretion and at Applicant's Total Cost, Utility may obtain an appraisal(s) of the Property Rights. If Applicant cannot obtain one or more Property Rights, Utility (at Applicant's Total Cost) will, if permitted by Law, acquire those Property Rights so that they are satisfactory to Utility as to type, location and form (including, but not limited to, the dimensions of the Property Rights area and terms and conditions relating to the Property Rights). Applicant must deliver to Utility the original, fully signed Property Rights at the time or before the Subsequent Agreement is signed. Utility will then record those Property Rights.

(A) Form of Easement: Non-Government Entities. With respect to easements from property owners that are non-government entities, Applicant must cause to be executed the easement in the form attached to this Agreement as Exhibit D-1.

(B) Form of Easement: Government Entities. With respect to easements from property owners that are government entities, Applicant must execute and/or cause those property owners to execute the easement in the form attached to this Agreement as Exhibit D-2.

6.3 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 to Utility the most current and accurate information concerning the Development and any other project that might impact the Rerouted Overhead TL Facilities or the Garces-Lewis Relocation. Applicant also acknowledges that it has a continuing obligation to notify Utility of any inconsistencies between the Design and facilities constructed (or being constructed) for the Project and/or the Property Rights for those facilities. 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, liabilities, and Total Costs for repair, replacement, redesign, modification, relocation or other work to the facilities constructed, or being constructed, for the Project:

(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 outside the Property Rights intended for such facilities; or

(E) That were installed based on surveys or staking provided by Applicant or Applicant's contractors or subcontractors that are found to be located outside the Property Rights intended for such facilities.

6.4 Obligation to Provide Information to Utility. Applicant acknowledges that it has a continuing obligation to meet with Utility at its request. In addition to providing the information required by Rule 9, Subsection A.2.c (if any) and, within ten (10) days of Utility's written request, Applicant must provide information and documentation requested by Utility, such as information and documentation relating to the Development, the amount(s) Applicant paid, if any, for third-party Property Rights and the actual cost of any other Applicant-non-cash contributions to Utility.

7. TOTAL COST RESPONSIBILITY; PURCHASE ORDER; PAYMENT; INVOICING; ACCOUNTING

7.1 Responsibility for Total Costs.

(A) General Obligation. Applicant is responsible for the Total Costs and any Tax Gross-up associated with this Agreement.

(B) Purchase Order. When delivering the signed Agreement to Utility, Applicant must (in Utility's discretion) either pay Utility the Estimated Cost or deliver a purchase order to Utility in the amount of the Estimated Cost.

(C) Increasing Purchase Order. At any time after Utility accepts a purchase order, 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.

7.2. Estimated Cost. The estimated Total Costs and associated Tax Gross-up are **$55,902.00** ("**Estimated Cost**"). The actual Total Costs might be more or less than the Estimated Cost and it is possible that not all Costs are identified on Exhibit B; however, Applicant is required to pay the actual Total Costs and associated Tax Gross-up in accordance with Rule 9. Utility is not obligated to perform or continue performing any work in connection with this Agreement until after Applicant delivers the signed Agreement to Utility and pays Utility the Estimated Cost or delivers a purchase order to Utility in accordance with Section 7.1(B). If Utility agreed to accept a purchase order from Applicant, Utility will invoice Applicant against that purchase order for the Estimated Cost and then periodically invoice Applicant in connection with this Agreement.

7.3. Performance of Total Cost True-Up. Utility will perform the Total Cost True-up in accordance with Rule 9, Section A.31 and either invoice Applicant in accordance with Rule 9, Section A.33.a or provide a Refund. In accordance with Rule 9, Section A.31, Utility might send Applicant an invoice(s) or Refund for Total Cost items that were finalized or became known after the original Total Cost True-up. For purposes of this Agreement, the Project is Construction Complete after Utility performs its obligations under Section 2.1(B).

7.4. Payment of Invoices. Applicant must pay Utility's invoices within sixty (60) days of receipt. If mailed, Utility's invoices are deemed received by Applicant three (3) days after the invoice date. When making a payment, Applicant must follow the instructions on the particular invoice.

7.5. Work Stoppage for Non-Payment or Failure to Deliver Increased Purchase Order. If Utility does not receive timely payment of an invoice or if Applicant does not deliver a modified purchase order to Utility before the 30-day period identified in Section 7.1(C) expires, Utility (in its discretion, without liability to Applicant and at Applicant's Total Cost) may stop some or all work on the Project or otherwise stop performing under this Agreement.

7.6. 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 Market Data section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility. However, Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.

7.7. Applicant's Obligation to Pay Tax Gross-Up. If Utility underestimates the Tax Gross-up or does not include an amount for Tax Gross-up and the Internal Revenue Service later determines that Utility – because of the modifications to the Electric System – is subject to such tax liability, Applicant must pay Utility the Tax Gross-up, including interest and penalties. The Tax Gross-up rate is the one in effect in Rule 9 (as amended) on the date the Project is Construction Complete.

8. DEFAULT, TERM, AND OBLIGATIONS SURVIVING TERMINATION

8.1 Default.

(A) Procedure. If a Party fails to comply with the terms and conditions of this Agreement ("**Defaulting Party**"), within ten (10) days of receiving written notice of such failure from the other Party ("**Non-Defaulting Party**"), the Defaulting Party and Non-Defaulting Party must meet and cooperate in good faith to expedite a solution of the breach. If no solution is reached and the failure continues for thirty (30) days after the meeting between the Defaulting Party and Non-Defaulting Party (or after this meeting was scheduled to occur), 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 that is dependent on Applicant's or a third-party's performance is not an event of default.

(B) Notice to Utility's Legal Department. In addition to sending written notice to Utility's Project Manager, Applicant must also send a copy of any notice required under this Section to Utility's Legal Department at the address specified in the "Notices" Section of this Agreement.

8.2. Term of Agreement. This Agreement is effective on the Effective Date and, unless terminated earlier under this Agreement, terminates five (5) years from the Effective Date.

8.3. Termination of Project by Applicant or Mutual Agreement. Applicant may terminate the Project with prior written notice to Utility. If Applicant terminates the Project, this Agreement will terminate thirty (30) days after Utility receives that termination notice unless Applicant identifies a later date in its written notice to Utility. If the Parties mutually agree to terminate the Project, the Parties will document that in writing and specify the date this Agreement terminates.

8.4. Obligations Surviving Default or Termination. Any default, expiration, or termination of this Agreement or excuse of performance for a Force Majeure Event or otherwise does not release Applicant from any liability or obligation to Utility for:

(A) Paying the Total Costs and associated Tax Gross-up, whether incurred before or after excuse of performance or a Party's default or termination, and paying all Total Costs and associated Tax Gross-up that result from excuse of performance, termination or Applicant's default.

(B) Applicant's obligations under Section 3.

(C) Applicant's obligations under Section 4.

(D) Applicant's obligations under Section 5.

(E) Applicant's obligations under Section 6.

(F) Applicant's obligations under Section 9.

(G) Applicant's obligations under Section 10.1.

The provisions of Section 7.4, Section 7.6, Section 7.7, Section 12, Section 13.1, Section 13.4, Section 13.5, and Section 13.19 continue to apply to Section 8.4.

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" or inform Applicant that non-written information requires confidential treatment ("**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 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 (individually, "**Other Party**" and, collectively, "**Other Parties**"); provided, however, Utility approves disclosure to the Other Party in writing in advance. Applicant will ensure that these Other Parties abide by the terms of this "Confidentiality" Section. Utility reserves the right to refuse to approve or agree to the disclosure of Confidential Information to any Person.

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 might be legally compelled to disclose Confidential Information, to disclose excerpts, notes or documents derived or generated from the Confidential Information, or to disclose discussions regarding the Confidential Information, 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, at Applicant's Total Cost, 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. INSURANCE AND INDEMNIFICATION

10.1 Insurance. Applicant must procure and maintain in effect and provide, and cause its contractors and subcontractors who are performing work in connection with this Agreement to procure and maintain in effect, the insurance coverages set forth in Exhibit E until after construction of the Phase 2 Duct Bank System installation is complete and when Applicant is performing its obligations under Section 5.5. 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.

10.2 [INTENTIONALLY OMITTED]

11. REPRESENTATIONS

11.1 Utility's Standing in Nevada. Utility represents that, as of the date of this Agreement, it is duly organized, validly existing and in good standing under the laws of the State of Nevada with the valid corporate power to enter into and perform all of its obligations under this Agreement.

11.2 Applicant's Standing in Nevada. Applicant represents that, as of the date of this Agreement, it is duly organized and validly existing under the laws of the State of Nevada and has valid governmental power to enter into and perform all of its obligations under this Agreement.

11.3 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 individuals executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

12. NOTICES

12.1 Method of Delivery; Contacts. Each notice, consent, request, or other communication required or permitted under this Agreement must be (A) in writing, (B) delivered personally, sent by facsimile, sent by certified mail (postage prepaid, return receipt requested) or sent by a nationally recognized courier and (C) addressed to the Party's Project Manager as identified in Exhibit A.

12.2 Notice to Utility's Legal Department. For any notice given by Applicant to Utility under Section 8.1, Section 8.3, Section 9.6 or Rule 9, Section A.28, Applicant must also send a copy to Utility's Legal Department at the following:

NV Energy
Attn: Legal Department

6226 West Sahara Avenue, M/S 3A
Las Vegas, Nevada 89146
Facsimile No.: (702) 402-2069

12.3 Reference to Agreement Number. Applicant must include a reference to Agreement number 15-00008 in any notice to Utility.

12.4 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication required or permitted under this Agreement will be deemed to have been received by the Party to whom it was addressed (A) when it is delivered if it is delivered personally; (B) on the first business day after the facsimile transmission is sent if it is delivered by facsimile; (C) on the third business day after it is mailed if it is mailed by certified mail; or (D) on the date the courier officially records it as having been delivered if it is delivered by a courier. Each Party may change its contact information for purposes of the Agreement by giving written notice to the other Party in the manner set forth above.

13. MISCELLANEOUS PROVISIONS

13.1 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties pursuant to 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. However, Rule 9 is the version in effect on the Effective Date unless otherwise specified. Notwithstanding Section 13.9, 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.

13.2 Integration. This Agreement, together with all other written contracts executed with the same formality as this instrument directly in connection with the Project such as the 2014 FRA, 2013 DCA and 2010 SIA, represent the entire and integrated agreement between Utility and Applicant and supersede all prior and contemporaneous oral and written communications, representations, and agreements relating to the subject matter of this Agreement.

13.3 Assignment. Applicant may not assign this Agreement or any rights under it without Utility's prior written consent, which Utility will not unreasonably withhold, and any attempted assignment without such consent will be void. However, no assignment is effective until after (A) the assignee agrees in a writing acceptable to Utility to assume all obligations and liabilities under this Agreement, whether arising before or after the assignment, and (B) all other requirements in Rule 9, Section A.19 are complied with, including but not limited to Applicant agreeing (in Utility's discretion and in a writing acceptable to Utility) to continuing liability in connection with obligations identified by Utility.

13.4 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.

13.5 Choice of Law and Venue. This Agreement is governed by and will be construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of law 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. The Parties agree they will not initiate an action against each other in any other jurisdiction.

13.6 No Waiver. The failure of either Party to enforce any of the provisions of this Agreement at any time, or to require performance by the other Party of any of the provisions of this Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of this Agreement, or the right of any Party to enforce each and every provision.

13.7 Independent Contractor. Neither Applicant nor Utility is, nor will they be deemed to be, for any purpose, the agent, representative, contractor, subcontractor or employee of the other by reason of this Agreement. Nothing in this Agreement or any contract or subcontract by Applicant will create any contractual relationship between Applicant's employee, agent, contractor or subcontractor and Utility.

13.8 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed this 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.

13.9 Amendments. Any changes, modifications, or amendments to this Agreement are not enforceable unless consented to in writing by the Parties and executed with the same formality as this Agreement.

13.10 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any Person not a party to this Agreement, such as a Party's contractors, 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.

13.11 Remedies. All rights and remedies of a Party provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to a Party at law, in equity, or otherwise.

13.12 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 this 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.

13.13 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 or reasonableness.

13.14 Severability. If any portion or provision of this Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of this Agreement void, the other portions or provisions of this Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if this 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.

13.15 Counterparts. The Parties may execute this Agreement in counterparts. Each of these counterparts, 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.

13.16 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.

13.17 No Obligation to Provide Service to Development. Utility does not have an obligation to provide Service to Applicant's Development until after (A) Applicant resolves all conflicts between the Development and Utility's transmission and distribution facilities, at Applicant's Total Cost and to Utility's satisfaction, (B) Applicant resolves all conflicts between the Development and Utility's Property Rights, at Applicant's Total Cost and to Utility's satisfaction, (C) pays the Total Cost in accordance with Section 7 and (D) Applicant satisfies all of its other obligations under this Agreement. If Applicant requires Service for its Development and Utility must modify its Electric System in order to provide the requested Service, Applicant must follow Utility's procedures and enter into a separate contract for that Service.

13.18 [INTENTIONALLY OMITTED]

13.19 Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING

OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

[signature page follows]

SUBSTRUCTURE INSTALLATION AGREEMENT

NEVADA POWER COMPANY
d/b/a NV Energy

By: _____
Art Davoren
Major Projects Manager

Date: 3/6/15

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman
Mayor

Date: _____

ATTEST:

By: _____
Beverly K. Bridges, MMC
City Clerk

Date: _____

APPROVED as to form:

By: _____
John S. Ridilla
Deputy City Attorney

Date: 4/9/15

SUBSTRUCTURE INSTALLATION AGREEMENT

Exhibit A

Agreement Contacts

Utility (Nevada Power Company d/b/a NV Energy)	
Address	6226 W. Sahara Avenue Las Vegas, NV 89146
Mailing Address	P.O. Box 98910, M/S 10A Las Vegas, NV 89151-0001
Project Manager	Adelma Thom
Telephone	(702) 402-5033
Cellular Telephone	(702) 324-9218
Facsimile No.	(702) 402-5489
Email	AThom@nvenergy.com
Construction Administrator	Michael Curby
Telephone	(702) 402-5364
Cellular Telephone	(702) 595-1580
Facsimile No.	(702) 402-5489
Email	MCurby@nvenergy.com

Applicant (City of Las Vegas, Department of Public Works)	
Address	333 N. Rancho Drive Las Vegas, NV 89106
Mailing Address	333 N. Rancho Drive Las Vegas, NV 89106
Project Manager	Mike Sturdivant
Telephone	(702) 229-6734
Cellular Telephone	(702) 281-7157
Facsimile No.	(702) 382-3104
Email	msturdivant@lasvegasnevada.gov

Exhibit B

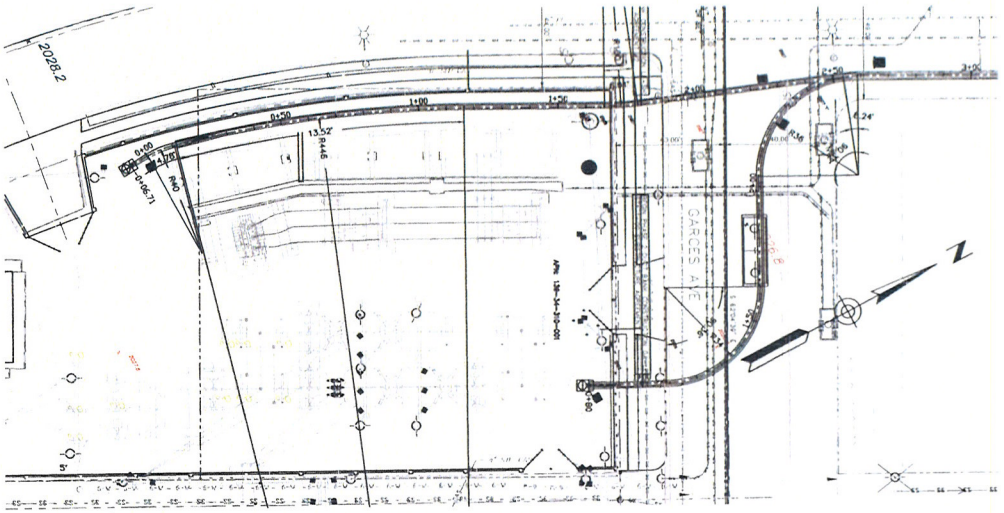
Estimated Cost

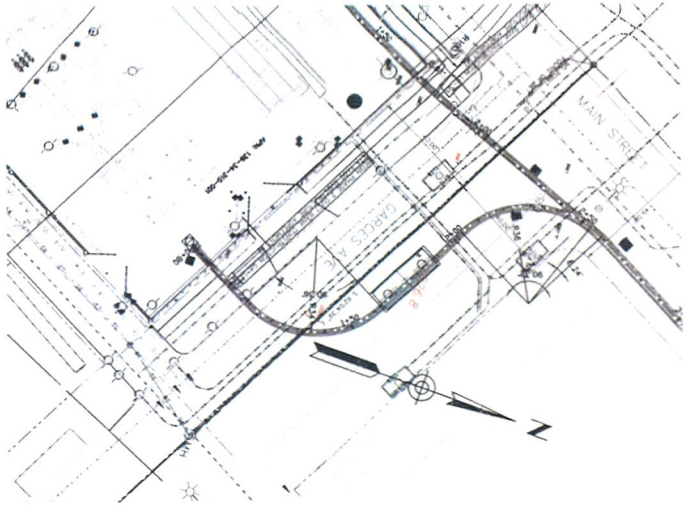
Description	Amount
Utility Labor	$ 21,169.00
Labor Overheads	$ 15,368.00
A & G Loading	$ 900.00
Transportation	$ 1,318.00
Capital Surcharge	$ 4,234.00
Sub Total	$ 43,001.00
30% Contingency	$ 12,900.00
Estimated Cost	**$ 55,902.00**

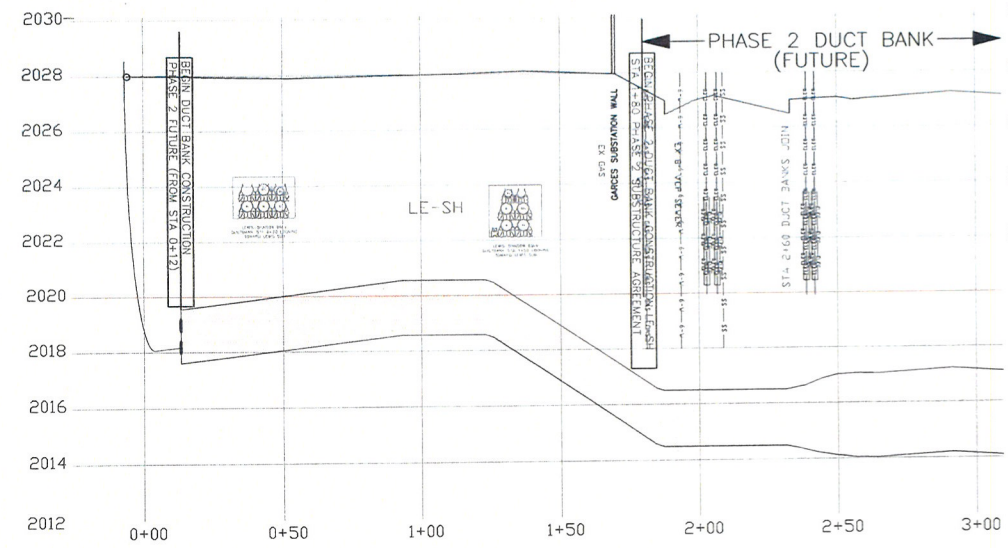
Exhibit C

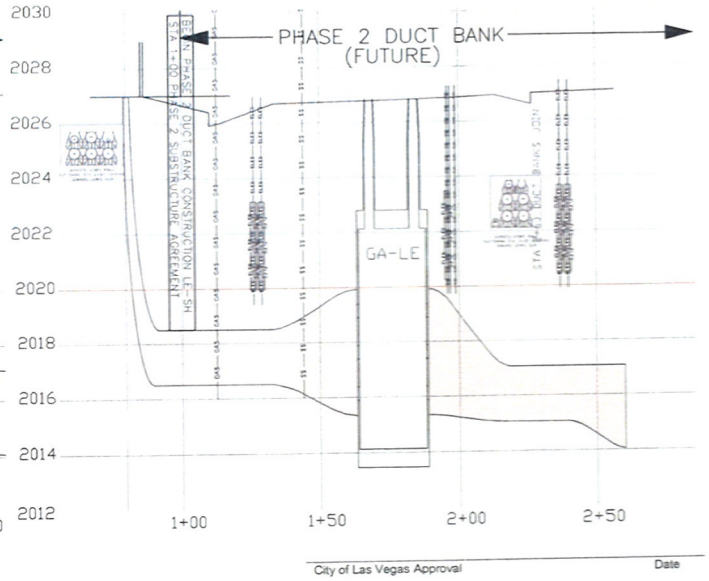
Transmission Substructure Plan and Profile

[Attached]









City of Las Vegas Approval Date

NOTE: UNDERGROUND UTILITY LOCATIONS SHOWN ON DRAWINGS ARE BASED ON BEST AVAILBLE INFORMATION BUT CAN NOT BE ASSUMED TO BE COMPLETE. INSTALLATION CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING EXACT LOCATION OF UTILITIES PRIOR TO EXCAVATING TRENCH AND INSTALLING DUCT BANK.

PRELIMINARY
NOT FOR CONSTRUCTION

NO	DATE	REVISIONS	BY
4	12/31/14	ADDED DUCT BANK PADS & SECTION VIEWS	DLM
3	8/5/14	REROUTED DUCT BANK NORTH OF STA 1+50	DLM
2	7/24/14	RELEASED FOR CONSTRUCTION	DLM
1	7/23/14	PRELIM RELEASED FOR CLV REVIEW AND APPROVAL	DLM
0	7/23/14		DLM

Exhibit C

NVEnergy

GARCES - LEWIS 69kV LINE

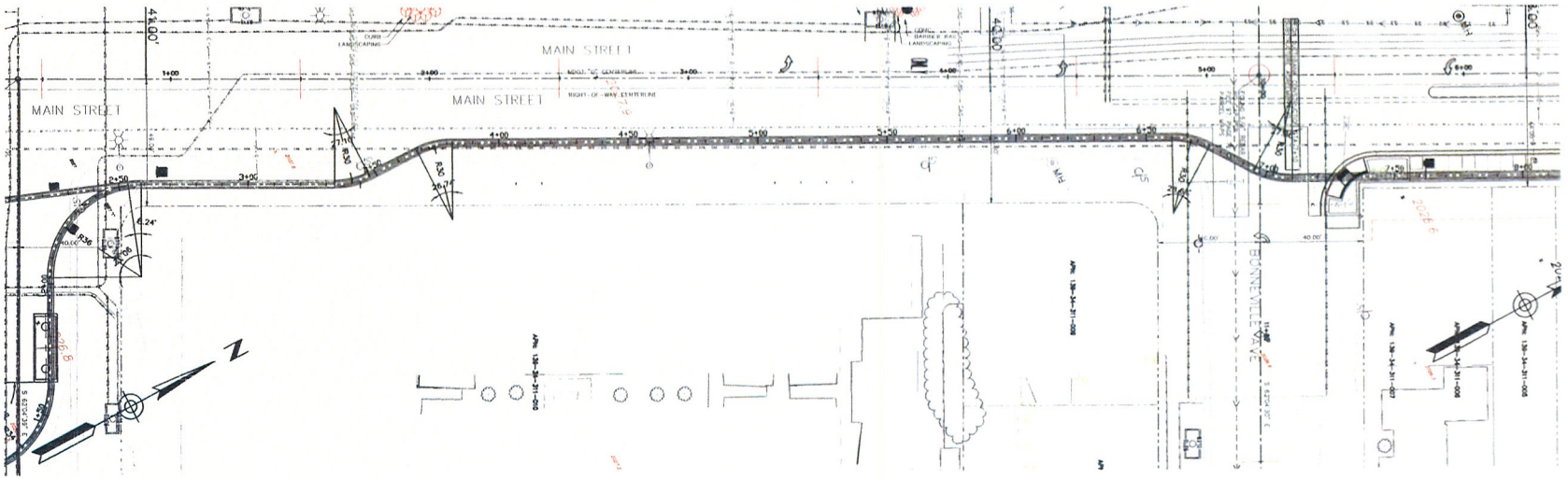
UNDERGROUND CONVERSION
DUCT BANK PLAN AND PROFILE
GARCES SUB - CLARK / LEWIS - LEWIS SUB

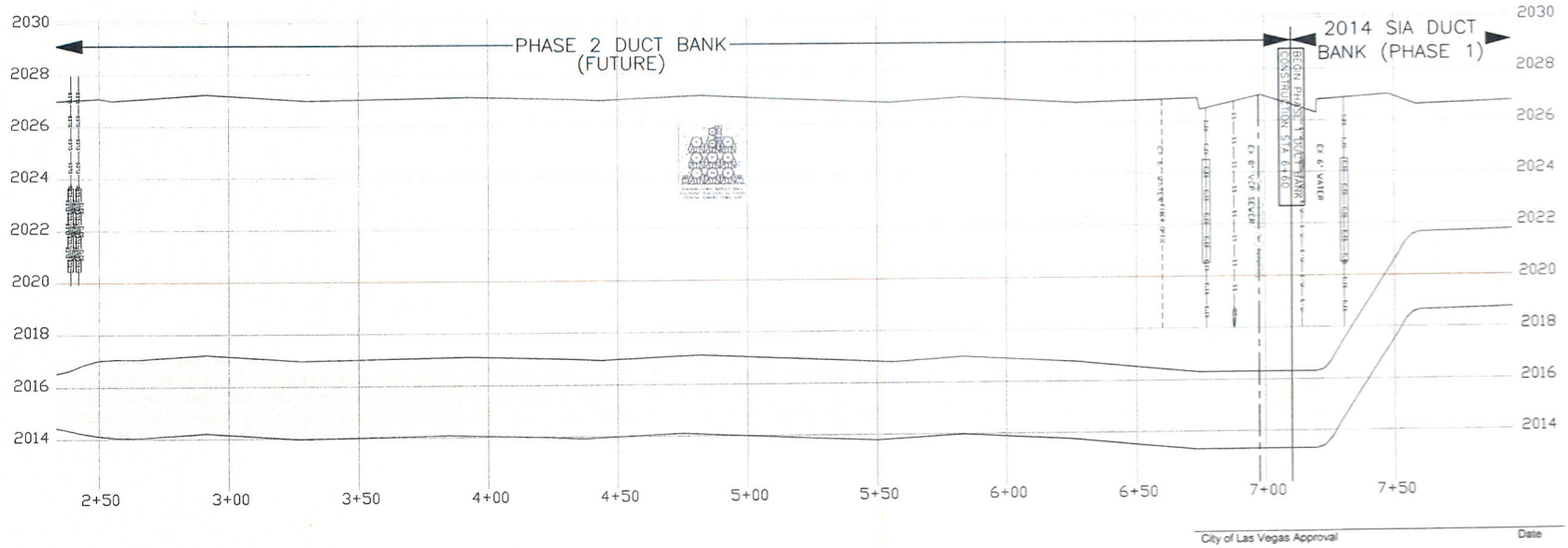
DRWG NO: P&P | DRAWN: 12/31/14 | DLM
PROJ I.D.: TLA2175TEN | CHECKED: 12/31/14 | DLM
APP'D: 12/31/14 | BC

SHT. NO. 1 OF 4

Las Vegas

City Proj. No.





City of Las Vegas Approval

Date

NOTE: UNDERGROUND UTILITY LOCATIONS SHOWN ON DRAWINGS ARE BASED ON BEST AVAILBLE INFORMATION BUT CAN NOT BE ASSUMED TO BE COMPLETE. INSTALLATION CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING EXACT LOCATION OF UTILITIES PRIOR TO EXCAVATING TRENCH AND INSTALLING DUCT BANK.

RELEASED FOR CONSTRUCTION
STATION 6+60 TO 12+00

BY	DATE	REV	APPROVAL	REVISIONS
DMC	12/31/14	4	DLM	ADDED DUCT BANK RADII & SECTION VIEWS
DMC	8/6/14	3	DLM	REROUTED DUCT BANK NORTH OF STA 18+30
DMC	6/24/14	2	DLM	RELEASED FOR CONSTRUCTION
DMC	3/25/14	1	PRELIM	RELEASED FOR CLV REVIEW AND APPROVAL

Exhibit C

NVEnergy

DWG NO P&P
PROJ I.D. TLA21TETRN

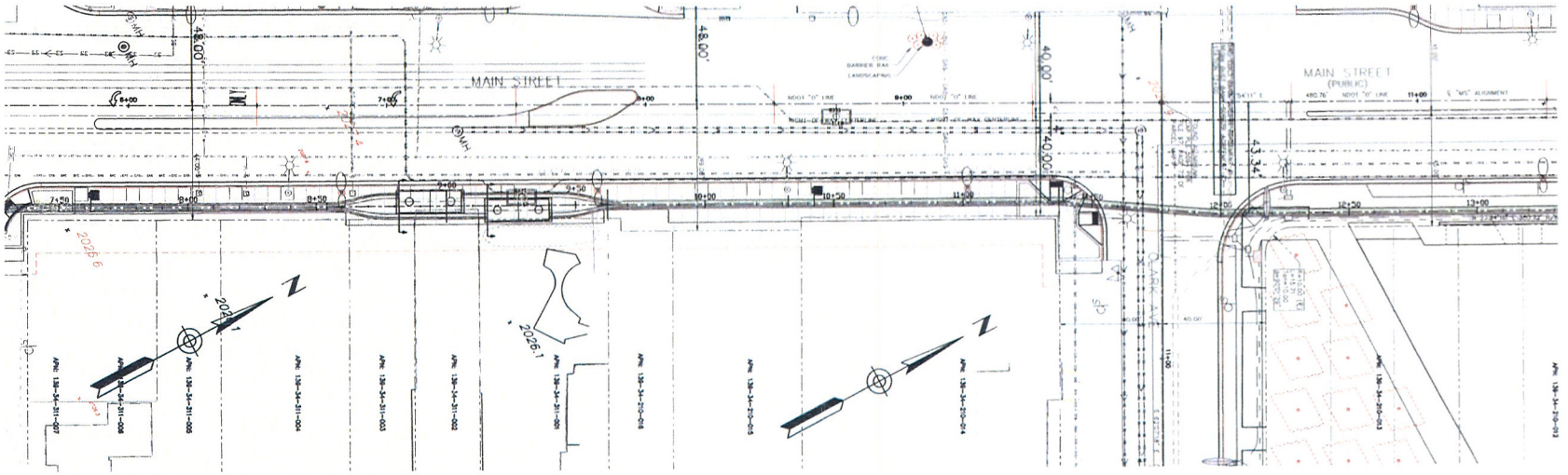
GARCES - LEWIS 69kV LINE

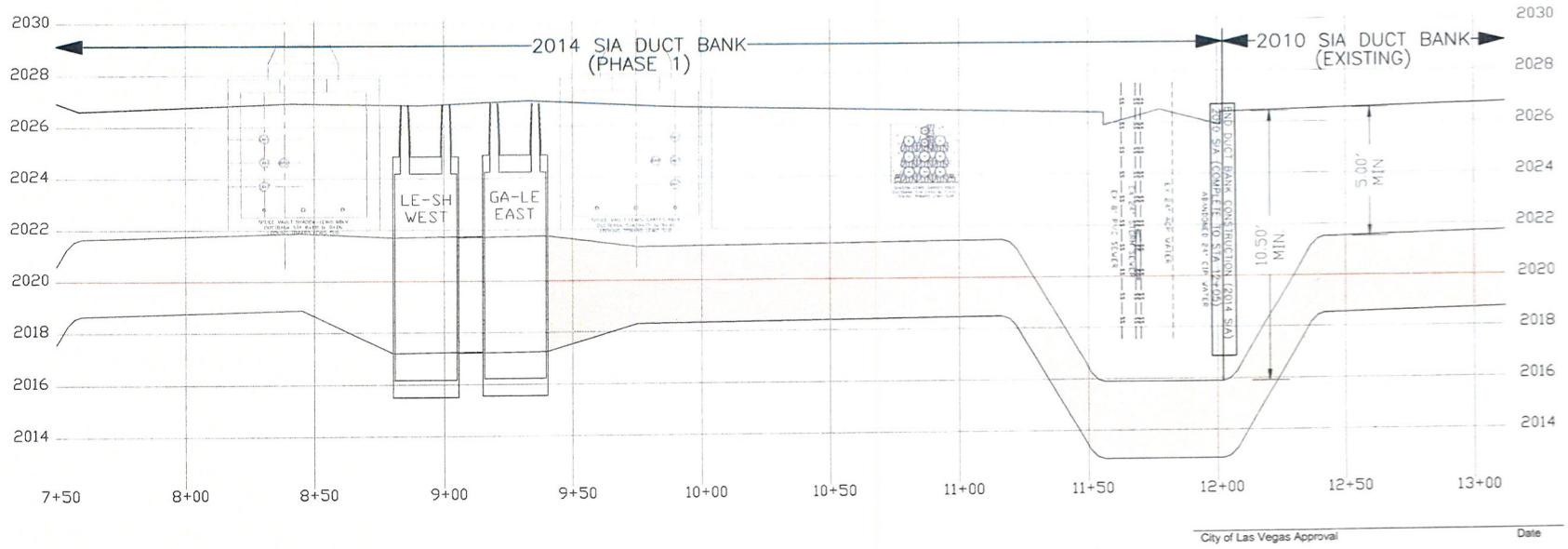
UNDERGROUND CONVERSION
DUCT BANK PLAN AND PROFILE
GARCES SUB - CLARK / LEWIS - LEWIS SUB

SHT. NO. 2 of 4

Las Vegas

City Proj. No.





City of Las Vegas Approval Date

NOTE: UNDERGROUND UTILITY LOCATIONS SHOWN ON DRAWINGS ARE BASED ON BEST AVAILBLE INFORMATION BUT CAN NOT BE ASSUMED TO BE COMPLETE. INSTALLATION CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING EXACT LOCATION OF UTILITIES PRIOR TO EXCAVATING TRENCH AND INSTALLING DUCT BANK.

RELEASED FOR CONSTRUCTION
STATION 6+60 TO 12+00

DWG	BY	REVISIONS
12/31/14	DLM	ADDED DUCT BANK INFO & SECTION VIEWS
8/8/14	DLM	REVISED DUCT BANK NORTH OF STA 10+30
6/24/14	DLM	RELEASED FOR CONSTRUCTION
3/25/14	DLM	RELEASED FOR CLV REVIEW AND APPROVAL
BY	DATE	REV APPROVAL

Exhibit C

NVEnergy

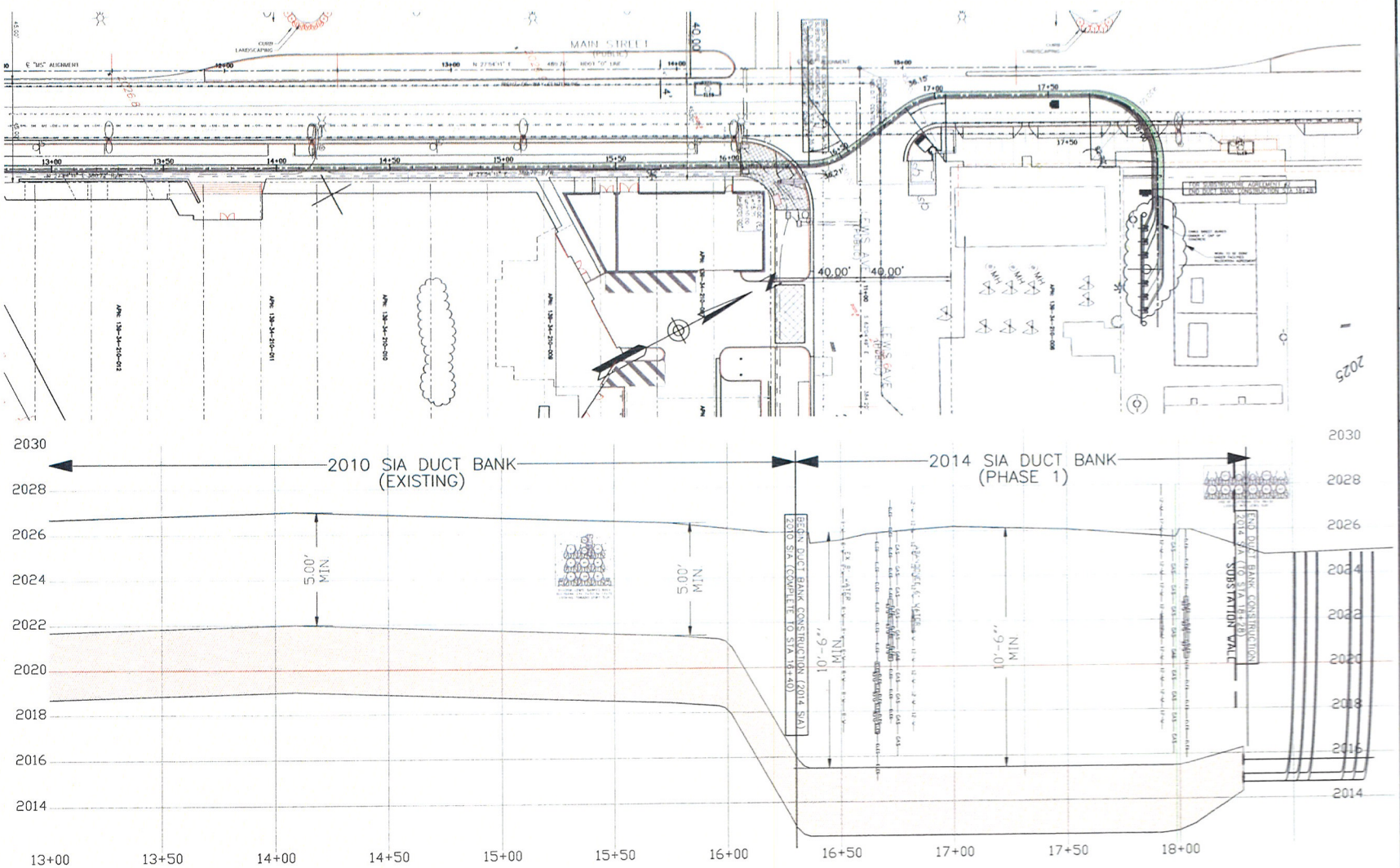
GARCES - LEWIS 69kV LINE

UNDERGROUND CONVERSION
DUCT BANK PLAN AND PROFILE
GARCES SUB - CLARK / LEWIS - LEWIS SUB

SHT. NO. 3 OF 4

Las Vegas

City Proj. No.



City of Las Vegas Approval

Date

NOTE: UNDERGROUND UTILITY LOCATIONS SHOWN ON DRAWINGS ARE BASED ON BEST AVAILBLE INFORMATION BUT CAN NOT BE ASSUMED TO BE COMPLETE. INSTALLATION CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING EXACT LOCATION OF UTILITIES PRIOR TO EXCAVATING TRENCH AND INSTALLING DUCT BANK.

RELEASED FOR CONSTRUCTION
STATION 16+40 TO 18+03

Exhibit C

NVEnergy

GARCES - LEWIS 69kV LINE

UNDERGROUND CONVERSION
DUCT BANK PLAN AND PROFILE
GARCES SUB - CLARK / LEWIS - LEWIS SUB

SHT. NO. 4 of 4

Las Vegas

City Proj. No.

Exhibit D1

(Form) Grant of Easement
(Underground Electrical and Communication Facilities)

[Attached]

Exhibit D1

APN(s): {insert APN or APNs}

WHEN RECORDED MAIL TO:
Property Services
NV Energy
P.O. Box 10100 MS S4B20
Reno, NV 89520

Property Services
NV Energy
P.O. Box 98910 MS 9
Las Vegas, NV 89151-0001

GRANT OF EASEMENT

{insert Grantor's legal name}, a {insert state} {insert type of entity}, ("**Grantor**"), for One Dollar ($1.00) and other good and valuable consideration – receipt of which is hereby acknowledged – and on behalf of itself and its successors and assigns, grants and conveys to {insert Nevada OR Sierra Pacific} Power Company, a Nevada corporation, d/b/a NV Energy ("**Grantee**") and its successors and assigns a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("**Utility Facilities**") upon, over, under and through the property legally described and generally depicted in Exhibit A attached hereto and by this reference made a part of this Grant of Easement ("**Easement Area**");

2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area and the property legally described in Exhibit B attached hereto and by this reference made a part of this Grant of Easement (the "**Property**");

3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area and the Property; and **[Note: if additional access is not needed, delete the text highlighted in yellow in Sections 2 and 3 AND Exhibit B; always delete this Note.]**

4. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the Utility Facilities in the Easement Area.

Exhibit D1

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any tangible, personal property or improvements owned by Grantor and located on the Easement Area on the date Grantor signs the Grant of Easement. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused when Grantee exercises its rights under numbered paragraph 4 above.

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee, such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

To the fullest extent permitted by law, Grantor and Grantee waive any right each may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this Grant of Easement. Grantor and Grantee further waive any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

[signature page follows]

Exhibit D1

GRANTOR:

{insert Grantor's legal name}

_____

By:
Title:

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20____ by _____as _____ of _____.

_____
Signature of Notarial Officer

Notary Seal Area →

APN(s):
RW#
Proj. #
Project Name:
Reference Document:
GOE

Exhibit D1

Exhibit A

{insert legal description for and drawing of Easement Area}.

APN(s):
RW#
Proj. #
Project Name:
Reference Document:
GOE

Exhibit D1

Exhibit B

{insert legal description for the Property}.

APN(s):
RW#
Proj. #
Project Name:
Reference Document:
GOE

Exhibit D2

(Form) Grant of Easement
(City of Las Vegas Underground Electrical and Communication Facilities)

[Attached]

Exhibit D2

APN: {insert APN or APNs}

WHEN RECORDED MAIL TO:

Land Services
NV Energy
P.O. Box 98910 MS 9
Las Vegas, NV 89151-0001

GRANT OF EASEMENT

{insert Grantor's legal name}, a {insert state} {insert type of entity}, ("**Grantor**") for One Dollar ($1.00) and other and good valuable consideration, receipt of which is hereby acknowledged, grants and conveys to Nevada Power Company, a Nevada corporation, d/b/a NV Energy ("**Grantee**"), its successors and assigns, a perpetual right and easement:

1. to construct, operate, add to, modify, maintain and remove aboveground and/or underground communication facilities and electric line systems for the distribution and transmission of electricity, consisting of poles, other structures, wires, cables, conduit, duct banks, manholes, vaults, transformers, service boxes/meter panels, cabinets, bollards, anchors, guys, and other equipment, fixtures, apparatus, and improvements ("**Utility Facilities**") upon, over, under and through the property described in Exhibit "A" hereto and by this reference made a part of this Grant of Easement ("**Easement Area**");

2. for the unrestricted passage of vehicles and pedestrians within, on, over and across the Easement Area and;

3. for the ingress of vehicles and pedestrians to and the egress of vehicles and pedestrians from, the Easement Area and

4. to remove, clear, cut or trim any obstruction or material (including trees, other vegetation and structures) from the surface or subsurface of the Easement Area as Grantee may deem necessary or advisable for the safe and proper use and maintenance of the electric line systems and communication facilities in the Easement Area.

Grantee will be responsible for any damages, proximately caused by Grantee negligently constructing, operating, adding to, maintaining, or removing the Utility Facilities, to any improvements owned by Grantor and to any tangible personal property. However, this paragraph does not apply to, and Grantee is not responsible for, any damages caused to obstructions or materials being removed, cleared, cut or trimmed when Grantee exercises its rights under numbered paragraph 4 above. Nor does this paragraph apply to, and Grantee is not responsible for, any damages proximately caused by Grantor's negligent or intentional actions or omissions, including but not limited to Grantor's failure to comply with the National Electrical Safety Code, Occupational Safety and Health Administration requirements and chapter 455 of the Nevada Revised Statutes.

Exhibit D2

Grantor covenants for the benefit of Grantee, its successors and assigns, that no building, structure or other real property improvements will be constructed or placed on or within the Easement Area without the prior written consent of Grantee (which Grantee will not unreasonably withhold), such structures and improvements to include, but not be limited to, drainage, trees, bridges, signage, roads, fencing, storage facilities, parking canopies, and other covered facilities. Grantee and Grantor must document Grantee's consent by both signing Grantee's standard, recordable use agreement. Grantor retains, for its benefit, the right to maintain, use and otherwise landscape the Easement Area for its own purposes; provided, however, that all such purposes and uses do not interfere with Grantee's rights herein and are in all respects consistent with the Grantee's rights herein, Grantee's electrical practices, and the National Electrical Safety Code.

This Grant of Easement is not subject to the Franchise Agreement between Grantor and Grantee and, in relation to Grantor, Grantee is deemed to have prior rights in the Easement Area.

GRANTOR:

{insert Grantor's legal name}

_____

By:
Title:

STATE OF _____)
COUNTY OF _____)

This instrument was acknowledged before me on _____, _____ by _____ as _____ of _____.

_____
Signature of Notarial Officer

Seal Area →

APN:
RW#
Project. #
Project Name:
Reference Document:
GOE

Exhibit D2

Exhibit A

{insert legal description for and drawing of Easement Area}.

APN:
RW#
Project. #
Project Name:
Reference Document:
GOE

Exhibit E

Insurance Coverages

1. Types of Insurance Required. In accordance with the "Insurance" Section of the Agreement, Applicant must procure and maintain in effect and provide, and cause its contractors and subcontractors who are performing work on the Phase 2 Duct Bank System 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) Automobile Liability Insurance. Comprehensive automobile liability with a combined single limit of one million dollars ($1,000,000.00) for each person and one million dollars ($1,000,000.00) for each occurrence.

   (D) Excess or Umbrella Liability Insurance. Excess or umbrella liability with a combined single limit of not less than five million dollars ($5,000,000.00) 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 and providing 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.

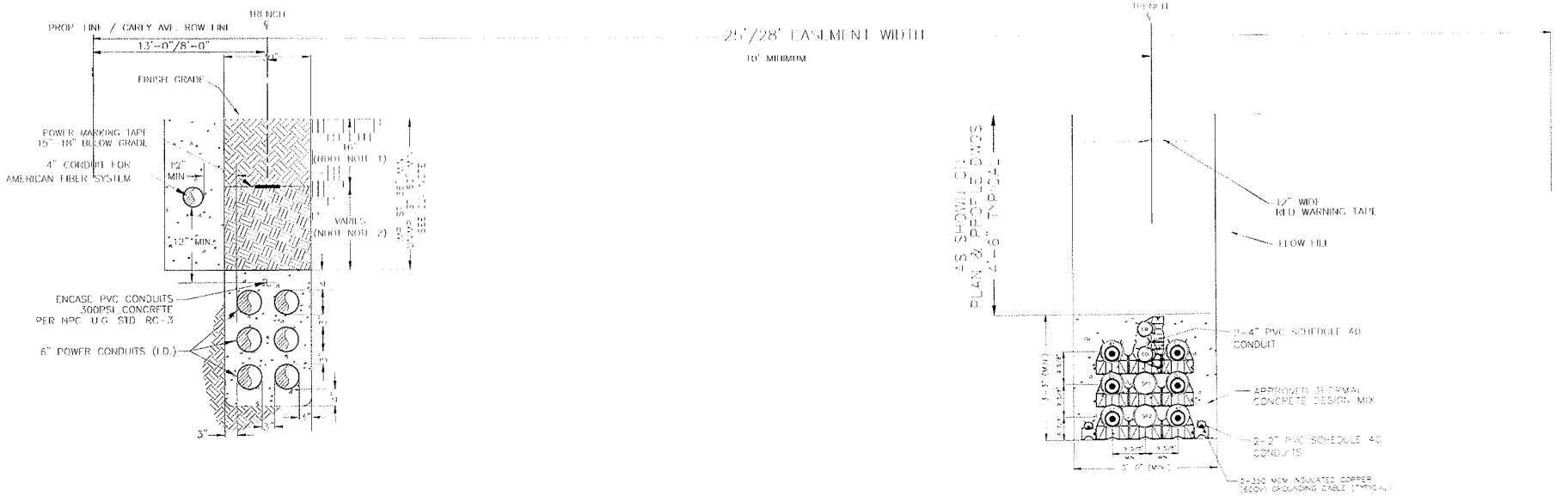
4. Deductible and Retention Limits. Deductible or retention amounts under the policies described above must not exceed 5% of the per occurrence coverage limits, without the express written consent of Utility.

5. Certificate of Insurance. Applicant must provide Utility with certificates of insurance, naming Utility as additional insured, evidencing the coverage required above including additional insured endorsement numbers before Applicant, its contractors or subcontractors commence any work on the Phase 2 Duct Bank System. Applicant must provide Utility with a current copy of the certificate of insurance evidencing the coverage set forth above.

Exhibit F

Diagram of Phase 2
Duct Bank System Buffer

[Attached]



NOTES:

REV	DESCRIPTION REVISION RECORD	DRAFTER	DATE	DESIGNED	DATE	CHECKED	DATE	APPROVED	DATE
0	ISSUED FOR CONSTRUCTION	DLM	4/2/14	DLM	4/2/14	DLM	4/2/14	SK	4/2/14

NVEnergy

138/69 kV UNDERGROUND TRANSMISSION
SINGLE 3X3 DUCT BANK INSTALLATION
EXHIBIT 1 – TYPICAL EASEMENT SECTION

REF.
SCALE: N.T.S.
PROJ. ID: TLA21ETRN
DWG. NO. 441.69.XXX

Exhibit F

SHEET NO.
OF

City of Las Vegas Agenda Item No.: **30.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:

For possible action to approve Rule 9 Line Extension Agreement No. 26815 between the City of Las Vegas and Nevada Power Company, a Nevada Corporation, d/b/a NV Energy to modify the existing electric system for the City of Las Vegas Electronic Message Sign located at Bettye Wilson Sports Complex located between Lake Mead Boulevard and Tenaya Way ($3,620 - Residential Construction Tax [RCT]) - Ward 4 (Anthony)

Fiscal Impact

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

Amount: $3,620
Funding Source: Residential Construction Tax RCT
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 modify the existing electric system for the City of Las Vegas Electronic Message Sign located at Bettye Wilson Sports Complex.

RECOMMENDATION:

Approval

BACKUP DOCUMENTATION:

Rule 9 Line Extension Agreement No. 26815

NVEnergy

RULE 9

LINE EXTENSION AGREEMENT

Project ID: 3000996726
Project Title: CLV ELECTRONIC MESSAGE SIGN
Agreement No.: 26815

This Rule 9 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) a municipal corporation on behalf of its Department of Public Works ("**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 an Alteration of Existing Facilities and/or Service to its Development.

C. In accordance with Rule 9, other applicable provisions in its Tariff Schedules and this Agreement, Utility will complete the Project.

D. Applicant acknowledges that it must follow Utility's procedures for identifying and resolving conflicts between its Development and the Electric System 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 Project. In order to provide 10 KVA of Service to Applicant and/or perform an Alteration of Existing Facilities, Utility will modify the Electric System as shown on the Design titled CLV ELECTRONIC MESSAGE SIGN and attached as Exhibit A.

1.2 Estimated Total Costs. The Estimated Total Costs for the Project are **$1,519.10**, as summarized on Exhibit B.

1.3 Estimated Advance. The estimated Advance is **$243.00**, consisting of:

(A) CIAC. An estimated CIAC in the amount of **$110.00** ("**Estimated CIAC**"). This amount includes a non-taxable, non-refundable cost of **$0.00** and a taxable, non-refundable cost of **$110.00**. If the Estimated CIAC exceeds $40,000, it is subject to a Total Cost True-up.

(B) Advance Subject to Potential Refund. An Advance Subject to Potential Refund in the amount of **$0.00**. This amount includes Applicant's responsibility for any Proportionate Share Allocation and any applicable Commission order in the amount of **$0.00**.

(C) Tax Gross-Up. The estimated Tax Gross-up is:

(1) Advance Subject to Potential Refund. A Tax Gross-up relating to the Advance Subject to Potential Refund in the amount of **$0.00**. This Tax Gross-up is subject to refund.

(2) CIAC. A Tax Gross-up relating to CIAC in the amount of **$37.00**. This Tax Gross-up is subject to adjustment in connection with any Total Cost True-Up.

(3) Non-Cash Contributions. A Tax Gross-up relating to Applicant's non-cash contributions to Utility under Rule 9, Section A.12.a (such as trenching and substructures performed by Applicant, its contractors or its subcontractors) in the amount of **$96.00**. This Tax Gross-up is not subject to refund.

1.4 Up-front Allowance. The Maximum Allowance is **$3,620.00** As shown on Exhibit C, the Up-front Allowance is **$3,620.00**.

1.5 Payment. 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 - **$243.00 ("Initial Amount")**. When calculating this amount, Utility applied any Up-front Allowance and, if applicable, a credit for any Utility Betterment.

1.6 Related Contracts.

(A) Proportionate Share Contracts. If Applicant attaches to a Line Extension installed by a previous Applicant (defined in Rule 1), such as those identified in this Subsection, Applicant must pay a Proportionate Share Allocation(s):

PID	Contract No.	Dated	Expiration	Title
None	None	None	None	None

(B) Master Planned Community Contracts. This Agreement is associated with the following master planned community contracts:

PID	Contract No.	Dated	Expiration	Title
None	None	None	None	None

2. Description and Design of the Project

2.1 Design for Project; Amendment. The design for the Project, including any Betterments 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. If any Contingent Facilities are identified on the Design and not installed, then the Design will change, and the Total Costs, may change. The Parties may revise the Design by amending this Agreement in accordance with Section 11.10.

2.2 Condition to Providing Service. Utility is not obligated to provide electric Service to the Development and may stop work on the Project until after Applicant meets its obligations under Section 4.4 to Utility's satisfaction. Applicant agrees that, if Utility provides Service to the Development or continues working on the Project even though conflicts remain, Applicant is responsible for resolving those conflicts at its Total Cost and to Utility's satisfaction and Applicant must (at its Total 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 Construction Complete and Service to the Development.

2.4 Sources of Power. The sources of power from the Electric System to the Development are subject to change, at Utility's discretion. Applicant understands that the Electric System configuration is dynamic and at the sole discretion of Utility and that interruptions of electric service to the Development, both on a scheduled and unscheduled basis, are inherent in the provision of service to the Development.

2.5 Providing Service to Applicant. Utility will provide Service to Applicant in accordance with this Agreement, applicable Laws and Utility's Tariff Schedules. However, 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 or Applicants.

3. Betterments; Refunds; True-Ups

3.1 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 under Rule 9, Section A.12 in connection with the Project.

(C) Utility Betterment Scope of Work. Applicant must perform (or cause to be performed) the following in association with the Utility Betterment: not applicable.

(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 thirty (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 3.1(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 11.10) 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 the 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 6 guarantees also apply to any Betterment.

3.2 Limitation on Refunds. The Advance Subject to Potential Refund is the maximum possible Refund that Applicant may receive. The Refund may range from $0 to the balance of the Advance Subject to Potential Refund.

3.3 Performance of True-Ups. Utility will perform any Allowance True-up if required and in accordance with Rule 9, Section A.31. Utility will perform any Total Cost True-up if required and in accordance with Rule 9, Section A.31. After Utility performs any required Allowance True-up and/or Total Cost True-up, Utility will either invoice Applicant or provide a Refund to Applicant. In accordance with Rule 9, Section A.31, Utility might perform more than one Allowance True-up and/or send Applicant an invoice(s) or Refund for Total Cost items that were finalized or became known after the original Total Cost True-up.

3.4 Multiple Applicants. [INTENTIONALLY OMITTED]

4. Applicant's Obligations

4.1 Responsibility for Total Costs; Purchase Order Process. Applicant is responsible for the Total Costs, except for those Utility is specifically responsible for under Rule 9. If Utility agreed to accept a purchase order from Applicant for the Initial Amount, Utility will invoice Applicant's Total Costs 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 delay completion of the Project and Service to the Development.

4.2 Payment of Advances. Applicant must pay all Advances based on the Estimated Total Costs identified initially in Exhibit B and those identified subsequently by Utility in accordance with Rule 9.

4.3 Obligation to Construct Facilities in Compliance with Laws. At its expense, Applicant and its contractors must construct and install Rule 9, Section A.12.a improvements as shown on the Design, in a manner consistent with the Property Rights for those improvements and in compliance with all Permits, applicable Laws, Utility's Standards, the Tariff Schedules and the National Electrical Safety Code.

4.4 Identification and Resolution of Conflicts; Costs Associated with Conflicts.

(A) Identification of Conflicts. Applicant must identify, in writing and in a manner satisfactory to Utility, all conflicts between (1) the Development and the Electric System located within the Development, (2) the Development and the Electric System located within or adjacent to offsite improvements required for the Development, (3) the Development and the

Electric System located adjacent to the Development, and (4) the Development and Utility's Property Rights within and adjacent to the Development.

(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 the Electric System 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 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 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. In addition to providing Applicant with an invoice for the Initial Amount, Utility might periodically invoice Applicant in connection with this Agreement for new or increased Total Costs. If Utility agreed to accept a purchase order from Applicant, Utility will invoice Applicant for the Total Costs against that purchase order (as amended). Otherwise, the Initial Amount is due when Applicant delivers the signed Agreement to Utility. Applicant must pay Utility's invoices within sixty (60) days of receipt. If mailed, Utility's invoices are deemed received by Applicant three (3) days after the invoice date. Applicant must reference PID 3000996726 on any payment. If Utility does not receive timely payment of its invoices, then Utility, without liability to Applicant, may stop work on the Project and/or not provide Service to the Development until after Utility receives payment in full. Any delay in payment might result in a delay in completion of the 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 Market Data section of the Wall Street Journal, plus one percent (1%), from the original due date through the date of receipt of payment by Utility. However, Utility will not pay Applicant any interest on the amount of any payment made in connection with this Agreement.

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 and to notify Utility of any inconsistencies between the Design and facilities constructed (or being constructed) for the Project and/or the Property Rights for those facilities. 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 Total Costs for repair, replacement, redesign, modification, relocation or other work to the facilities constructed, or being constructed, for the Project:

(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 outside the Property Rights intended for such facilities; or

(E) That were installed based on surveys or staking provided by Applicant or Applicant's agents that are found to be located outside the Property Rights intended for such facilities.

4.8 Inspection of and Responsibility for Rule 9, Section A.12.a Improvements Installed by Applicant. For Rule 9, Section A.12.a improvements installed by Applicant, Applicant must:

(A) Allow Utility to inspect the construction and installation of these improvements.

(B) Maintain, repair, and (as Utility deems necessary) replace these improvements until Utility's Acceptance, in addition to providing the guarantees in Section 6. 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 and to Utility's satisfaction) must replace the damaged conduit.

4.9 Obligation to Provide Information to Utility. In addition to providing the information required by Rule 9, Subsection A.2.c and within ten (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.a.

5. Property Rights; Ownership and Lien Release(s)

5.1 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 Total Costs, Utility may obtain an appraisal(s) of the Property Rights.

5.2 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).

5.3 Responsibility for Use of Utility's Property Rights. Applicant is responsible for (A) any violation or breach of any Property Rights for the Project or any agreements or instruments creating or evidencing any Property Rights for the Project (collectively, "**Property Rights Documents**") by Applicant or any of its contractors or any of their respective subcontractors, directors, officers, employees, representatives or agents ("**Responsible Parties**"); (B) any requirement of or obligation imposed by any Property Rights or Property Rights Documents in connection with any Rule 9, Section A.12.a improvements or other work performed by one or more Responsible Parties in connection with this Agreement (the "**Work**"); and (C) any violation of applicable Law or of a Permit by one or more Responsible Parties in connection with the Work.

5.4 Ownership of Facilities and Equipment. All facilities constructed and equipment installed by Applicant and Utility, including Betterments, under this Agreement are property owned, maintained, and controlled by Utility upon Utility's Acceptance. Utility (not Applicant) owns all material Utility orders for the Project for use on Utility's side of the Point of Delivery. 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 Rule 9, Section A.12.a improvements to Utility and certifies that these improvements are free of liens and other encumbrances. Utility has the right to use, and allow other Utility customers to use, these improvements for any purpose. Utility may also allow designated telecommunications carriers and cable television companies to use these improvements if Utility is required to do so by the federal Telecommunications Act or other applicable 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 Total Costs associated with that additional conduit, Utility will reserve that conduit for Applicant if requested by Applicant and 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.

5.5 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 Rule 9, Section A.12.a improvements.

6. Guarantees

6.1 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 two (2) years following completion of the Project. Applicant also guarantees any corrective work and replaced or repaired materials against defects for an additional two-year period following completion of the work.

6.2 Utility's Option to Remedy Defect. Utility may, at its option and Applicant's sole Total 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 two-year period provided for in Section 6.1. 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 amounts it incurred within sixty (60) days of receiving an invoice from Utility.

6.3 Modification or Relocation of Electric Facilities. If Applicant requests that the Line Extension or relocation be constructed prior to the establishment of final grade or the alignment of the roads, streets, or alleys and a conflict arises, Applicant is responsible for the Total Cost to relocate, modify and remove the electric facilities in accordance with Rule 9, Section A.10. Any replacement Property Rights Utility determines are needed 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).

7. Default

7.1 Procedure. If a Party ("**Defaulting Party**") fails to comply with the terms and conditions of this Agreement, within ten (10) days of receiving written notice of such failure from the other Party ("**Non-Defaulting Party**"), the Defaulting Party and Non-Defaulting Party must meet and cooperate in good faith to expedite a solution of the breach. If no solution is reached and the failure continues for thirty (30) days after the meeting between the Defaulting Party and Non-Defaulting Party (or after this meeting was scheduled to occur), 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 that is dependent on Applicant's or a third-party's performance is not an event of default.

7.2 Notice to Utility's Legal Department. In addition to sending written notice to Utility's Project Coordinator and to the Utility department identified in Section 13.2, Applicant must also send a copy of any notice required under Section 7 to Utility's Legal Department at the address specified in the "Notices" Section of the Agreement.

8. Confidentiality

8.1 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.

8.2 Labeling Information Confidential. If Utility wants information to be treated as confidential, Utility must label the written information as "CONFIDENTIAL" or inform Applicant that non-written information requires confidential treatment ("**Confidential Information**").

8.3 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.

8.4 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.

8.5 Sharing Confidential Information. Applicant may disclose Confidential Information to its affiliates, attorneys, consultants, contractors and subcontractors (collectively, "**Other Parties**"); provided, however, Utility approves disclosure to the Other Party in writing in advance. Applicant will ensure that these Other Parties abide by the terms of this Confidentiality Section. Utility reserves the right to refuse to approve or agree to the disclosure of Confidential Information to any person.

8.6 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 might be legally compelled to disclose Confidential Information, to disclose excerpts, notes or documents derived or generated from the Confidential Information, or to disclose discussions regarding the Confidential Information, 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, at Applicant's Total Costs, 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.

8.7 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.

9. Force Majeure

9.1 Notice of Force Majeure Event. If a Force Majeure Event occurs or is anticipated, the affected Party must promptly notify the other Party in writing of the Force Majeure Event. This notice must include a description, cause and estimated

duration of the Force Majeure Event. Regardless of the cause, Applicant's failure or inability to pay some or all of the Total Costs is not a Force Majeure Event.

9.2 Duty to Mitigate Effects of Delay. The affected Party must exercise Commercially Reasonable Efforts to shorten, avoid, and mitigate the effects of the Force Majeure Event.

9.3 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.

9.4 Liability; Termination Option. Utility is not liable to Applicant for Total Costs incurred as a result of any delay or failure to perform as a result of a Force Majeure Event. In accordance with Rule 9, Section A.27.c.4 and with prior written notice to Applicant, Utility may terminate the Agreement without liability to Applicant provided Utility, in consultation with Applicant, first determines the Force Majeure Event renders Project performance impossible or impractical.

9.5 Notice to Utility's Legal Department. In addition to sending notices required under this "Force Majeure" Section to the Project Coordinator, Applicant must also send a copy of all required notices to Utility's Legal Department at the address specified in the "Notices" Section of this Agreement.

10. Representations

10.1 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.

10.2 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 individuals executing this Agreement state and acknowledge that they are authorized and empowered to do so on behalf of the Party so designated.

11. Miscellaneous Provisions

11.1 Insurance. Applicant must require that the contractor and subcontractors performing the Work (defined in Section 5.3) 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, 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.

11.2 Utility's Tariff Schedules; Commission. This Agreement is made by the Parties pursuant to 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. However, Rule 9 is the version in effect on the Effective Date unless otherwise specified. Notwithstanding Section 11.10, 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.

11.3 Integration. This Agreement, together with documents executed with the same formality as this Agreement, represent the entire and integrated agreement between Utility and Applicant and supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

11.4 Assignment. This Agreement is binding upon the successors and assigns of Applicant effective upon receipt of written consent of Utility, such consent not to be unreasonably withheld. However, no assignment is effective until after the requirements in Rule 9, Section A.19 are complied with, including but not limited to (A) Applicant's successor or assignee agrees in writing to assume all obligations and liabilities under this Agreement and (B) Applicant (in Utility's discretion) agrees in writing to continuing liability in connection with certain obligations.

11.5 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.

11.6 Choice of Law and Venue. This Agreement is governed by and will be construed in accordance with the laws of the State of Nevada, without giving effect to its choice or conflicts of law 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. The Parties agree they will not initiate an action against each other in any other jurisdiction.

11.7 No Waiver. The failure of either Party to enforce any of the provisions of this Agreement at any time, or to require performance by the other Party of any of the provisions of this Agreement at any time, will not be a waiver of any provisions, nor in any way affect the validity of this Agreement, or the right of any Party to enforce each and every provision.

11.8 Independent Contractor. Neither Applicant nor Utility is, nor will they be deemed to be, for any purpose, the agent, representative, contractor, subcontractor or employee of the other by reason of this Agreement. Nothing in this Agreement or any contract or subcontract by Applicant will create any contractual relationship between Applicant's employee, agent, contractor or subcontractor and Utility.

11.9 Interpretation. Each Party to this Agreement acknowledges that it has carefully reviewed this 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.

11.10 Amendments. Any changes, modifications, or amendments to this Agreement are not enforceable unless consented to in writing by the Parties and executed with the same formality as this Agreement.

11.11 No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any Person not a party to

this Agreement, such as a Party's contractors, 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.

11.12 Remedies. All rights and remedies of a Party provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to a Party at law, in equity, or otherwise.

11.13 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 this 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.

11.14 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 or reasonableness.

11.15 Severability. If any portion or provision of this Agreement is invalid, illegal, or unenforceable, or any event occurs that renders any portion or provision of this Agreement void, the other portions or provisions of this Agreement will remain valid and enforceable. Any void portion or provision will be deemed severed from this Agreement, and the balance of this Agreement will be construed and enforced as if this 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.

11.16 Counterparts. The Parties may execute this Agreement in counterparts. Each of these counterparts, 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.

11.17 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.

11.18 Joint and Several Liability. [INTENTIONALLY OMITTED]

11.19 Jury Trial Waiver. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

12. Term and Termination

12.1 Term of Agreement. This Agreement is effective on the Effective Date and will continue for a term of five (5) years unless terminated earlier under this Agreement.

12.2 Termination of Project by Applicant or Mutual Agreement. Applicant may terminate the Project with prior written notice to Utility. If Applicant terminates the Project, this Agreement will terminate thirty (30) days after Utility receives that termination notice. If the Parties mutually agree to terminate the Project, Utility will document that in a writing sent by Utility to Applicant; and, this Agreement will terminate thirty (30) days thereafter.

12.3 Termination of Project by Utility. Utility may terminate the Project in accordance with Rule 9, Section A.27.c. If Utility terminates the Project under Rule 9, Section A.27.c(2) or Rule 9, Section A.27(c)(3), this Agreement will terminate thirty (30) days after Utility provides Applicant with written confirmation that Utility met and conferred with Applicant, or made Commercially Reasonable Efforts to do so.

12.4 Surviving Obligations. Any default or termination of this Agreement or excuse of performance for a Force Majeure Event 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) Obligations under Section 5;

(E) Obligations under Section 6;

(F) Obligations under Section 8;

(G) Obligations that arise under Section 11.1; and

(H) Paying the Total Costs associated with this Agreement incurred before default or termination or excuse of performance and paying Total Costs that result from default, termination and excuse of performance.

The provisions of Section 4.5, Section 4.6, Section 11.2, Section 11.5, Section 11.6, Section 11.19 and Section 13 continue to apply to this Section.

13. Notices

13.1 Method of Delivery; Contacts. Each notice, consent, request, or other communication required or permitted under the Agreement must be in writing, delivered personally, sent by electronic mail or sent by certified mail (postage prepaid, return receipt requested) or by a recognized international courier, and addressed to the Party's Project Coordinator's as follows:

Utility:

NV Energy
Arroyo, Gabriela
Physical Address: 7155 Lindell Road, Las Vegas, NV 89118
Mailing Address: P.O BOX 98910, MS B54RN, Las Vegas, NV 89151
Telephone No.: 702/402-6753
Email Address: GArroyo@nvenergy.com

Applicant:
CITY OF LAS VEGAS
MICHAEL VLAOVICH
Physical Address: 333 N RANCHO DR, LAS VEGAS, NV 89106
Mailing Address: 333 N RANCHO DR, LAS VEGAS, NV 89106
Telephone No.: 702-229-1045
Email Address: MVLAOVICH@LASVEGASNEVADA.GOV

13.2 Additional Notice to Utility. For any notice given by Applicant to Utility under Section 7, Section 8.6, Section 9, Section 12.2, Rule 9, Section A.28, Rule 9, Section A.32.b, Rule 9, Section A.32.d, to review certain CIAC True-up Support or to review certain Total Cost True-up Support, Applicant must also send a copy to:

NV Energy
Attn.: Rule 9 Contract Administration
7155 Lindell Rd M/S B90SD
Las Vegas, NV 89118
Email Address: Rule9department@nvenergy.com

13.3 Notice to Utility's Legal Department. For any notice given by Applicant to Utility under Section 7, Section 8.6, Section 9, Section 12.2 or Rule 9, Section A.28, Applicant must also send a copy to Utility's Legal Department. Notwithstanding Section 13.1, this notice is not effective if provided through electronic mail and may only be delivered to the following address:

NV Energy
Attn: Legal Department
6226 West Sahara Avenue, M/S 3A
Las Vegas, Nevada 89146

13.4 Receipt of Notice; Change of Information. Each notice, consent, request, or other communication required or permitted under this Agreement 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 date the Party sends the electronic mail provided that Party does not receive a failed delivery notification; 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.

14. Definitions

14.1 Terms Defined in Rule 1. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 1: Commission; Contribution in Aid of Construction ("**CIAC**"); Customer; Maximum Demand; Line Extension; Service; Standards.

14.2 Terms Defined in Rule 9. As used in this Agreement, the following capitalized terms have the meanings ascribed to them in Rule 9: Advance; Advance Subject to Potential Refund; Affiliate; Allowance True-up; Alteration of Existing Facilities; Commercially Reasonable Efforts; Construction Complete; Contingent Facilities; Estimated Total Costs; Maximum Allowance; Person; Project; Property Rights; Proportionate Share Allocation; Refund; Tax Gross-up; Total Costs; Total Cost True-up; Total Cost True-up Support; Up-front Allowance.

14.3 Additional Definitions. In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the capitalized terms below will have the following definitions:

(A) 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.

(B) Betterment: Any deviation or upgrade to the Project made primarily for the benefit of and at a Party's voluntary election that involves:

(1) Facilities in excess of the Minimum Requirements necessary to meet the Applicant's requirements for Service or Utility's requirements for an Alteration of Existing Facilities; or

(2) An alternate route for the facilities as set forth in Rule 9, Section A.5.

(C) Development: Applicant's project for which Applicant has requested that Utility prepare the Design for new Service and/or an Alteration of Existing Facilities.

(D) Effective Date: The date this Agreement is last signed below.

(E) Electric System: Utility's underground and/or above-ground communication facilities and electric line systems for the distribution and transmission of electricity.

(F) Force Majeure Event: An event or condition that is beyond the affected Party's control, occurs without the fault or negligence of the affected Party and renders Project performance impossible or impractical. 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.

(G) Law: 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.

(H) 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.

(I) Project Coordinator: The individual with authority to act on behalf of Utility or Applicant for purposes of the Agreement, as identified in Section 13.1.

(J) Project ID or PID: The identification number Utility assigns to a Project.

(K) Property: The premise(s) owned or controlled by Applicant commonly known as LAKE MEAD/TENAYA and further described as being within Assessor's Parcel Number(s) (APN(s)) 13822201004

(L) Rule 1: Utility's Electric Service Rule No. 1, Definitions. Rule 1 is part of the Tariff Schedules.

(M) Rule 9: Utility's Electric Service Rule No. 9, Electric Line Extensions. Rule 9 is part of the Tariff Schedules.

(N) 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 from time to time.

[signature page follows]

NVEnergy

Project ID: 3000996726
Project Title: CLV ELECTRONIC MESSAGE SIGN
Agreement No.: 26815

RULE 9
LINE EXTENSION AGREEMENT

UTILITY:

Nevada Power Company d/b/a NV Energy

By: _____

Printed Name: _____

Title: _____

Date: _____

APPLICANT:

CITY OF LAS VEGAS

By: _____

Printed Name: _____

Title: _____

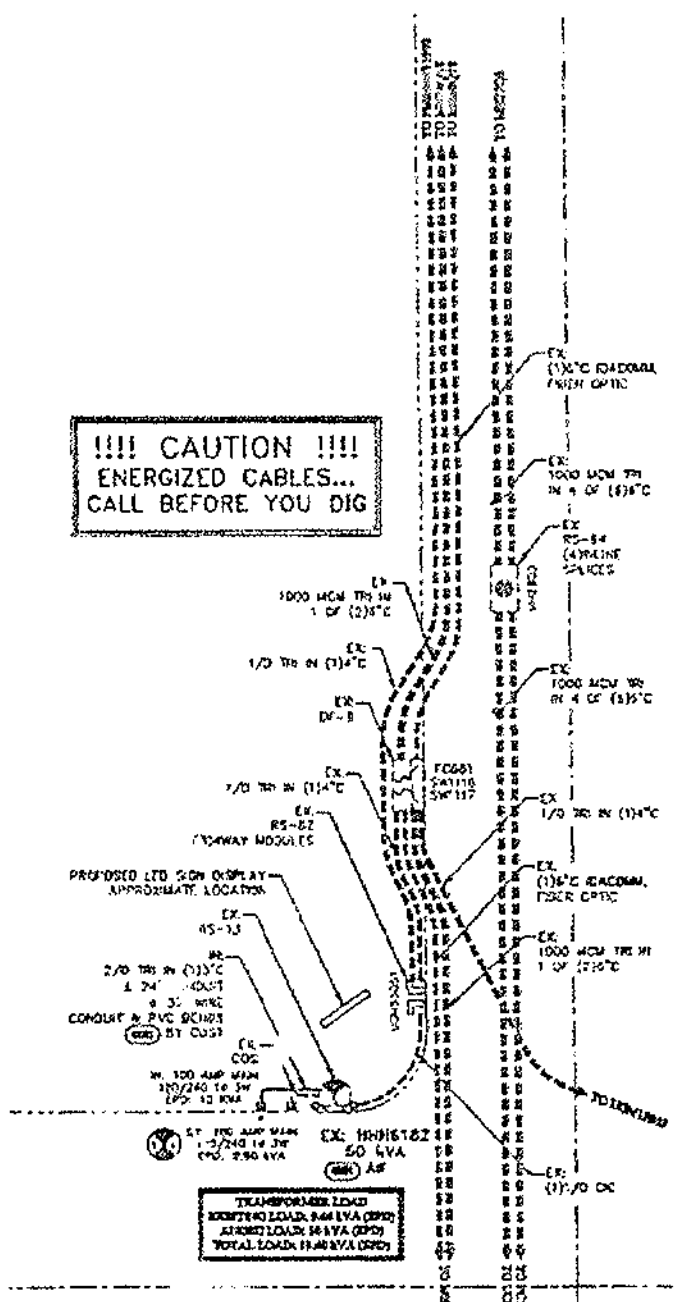
Date: _____

Approved as to form
John S. Ridilla 4/9/15
John S. Ridilla Date
Deputy City Attorney

Exhibit A

Design

[Attached]



!!!! CAUTION !!!!
ENERGIZED CABLES...
CALL BEFORE YOU DIG

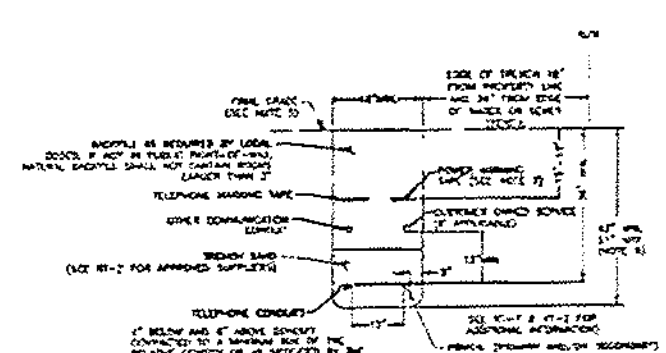
PURPOSE OF PROJECT:
TO PROVIDE 120/240V SINGLE ø SERVICE TO NEW 100A PANEL FOR NEW LED SIGN DISPLAY

NVE HAS NOT VERIFIED THE EXISTING CONDUIT. CUSTOMER TO ENSURE ITS INTEGRITY AND REPAIR IF NECESSARY.

CONSTRUCTION/INSPECTION REQUIREMENTS

[illegible]

TRAFFIC CONTROL:
NO TRAFFIC CONTROL REQUIRED.
DAYTIME WORK ALLOWED ON THIS PROJECT.



TRENCH DETAIL

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	226	SIDEWALK

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 INSPECTOR AT LEAST 48 HOURS BEFORE COMMENCING ANY ITEM OF CONSTRUCTION OR INSTALLATION OF MATERIAL TO ENABLE PROPER INSPECTION OF MATERIALS AND WORKMANSHIP. MAIN 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 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.

WHEN NV ENERGY FACILITIES ARE TO BE REMOVED NV ENERGY WILL REMOVE ALL WIRES AND EQUIPMENT. NV ENERGY IS NOT RESPONSIBLE FOR THE REMOVAL OF CONDUIT RUNS OR SUBSTRUCTURES FROM THE PROPERTY.

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.

CIVIL LINETYPE LEGEND

CENTERLINE
PROPERTY LINE/ROW
CURB
EDGE OF PAVEMENT
EDGE OF SIDEWALK
SEWER LINE
WATER LINE
COMM WATER LINE
LVVWD WATER LINE
SAWA WATER LINE
GAS LINE
TELEPHONE LINE
CABLE TV LINE
FIBER LINE
STORM DRAIN LINE
FIRE HYDRANT
SERVICE INDICATOR
SIGNAL LIGHT
STREET LIGHT

CITY OF LAS VEGAS
PERMIT REQUIRED*

[illegible]

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

T.R.S: 2060-22
APN: 138-22-201-...4

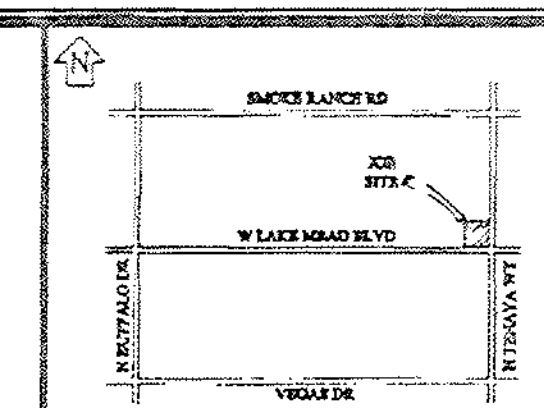
COMMERCIAL

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. OCP-105.
- THREE PHASE PRIMARY POLE RISER PER NVE U.G. STD. OCP-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-106, 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, WARTS, SPLICES AND FINAL CONNECTIONS.
- NVE TO COIL 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.

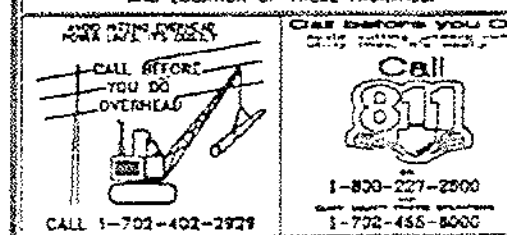
APPLICANT TO FURNISH AND INSTALL:

- ALL TRENCHING & BACKFILL MEETING APPLICABLE NVE STANDARD (RT-7 OR RT-12).
- 4" PLASTIC CONDUIT PER NVE U.G. STD. RC-1 AND RC-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 DB60 PVC GRAY (RIGID RGS REQUIRED) WITH 5/16" POLYPROPYLENE PULL LINE WITH A MIN. BREAKING STRENGTH OF 2500 lbs.
- 2'-6" X 4' X 4' SPLICE PULLBOX PER NVE U.G. STD. RS-80.
- 3' X 7' X 4' PULLBOX PER NVE U.G. STD. RS-82.
- PAD FOR (1) SINGLE PHASE COMMERCIAL TRANSFORMER, PER NVE U.G. STD. RS-18 AND RS-L.
- PAD FOR (2) SINGLE PHASE COMMERCIAL TRANSFORMERS, PER NVE U.G. STD. RS-20 AND RS-L.
- PAD FOR (3) SINGLE PHASE COMMERCIAL TRANSFORMERS, PER NVE U.G. STD. RS-21 AND RS-L.
- PAD FOR (1) THREE PHASE COMMERCIAL TRANSFORMER, PER NVE U.G. STD. RS-30, RS-37, RS-40 OR RS-41, AND RS-L.
- VEHICLE PROTECTIVE BARRIERS PER NVE U.G. STD. RS-L, WHERE APPLICABLE.



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
1-702-455-8000

REVISIONS

NO.	DESCRIPTION	DATE	G.A.

STANDARD

TYPE OF EASEMENT:
JPA NOTES:

EXHIBIT "A"

NVE INFORMATION:
COORDINATOR: GABRIELA ARROYO
PHONE: 702-239-2138
DESIGNER: STEVEN STATON
DCA: N/A
INSPECTOR: 402-3008
STAND BY: 402-4114, 402-4117, 402-4118
DISTRICT: LAS VEGAS NORTH
CUSTOMER INFORMATION:
APPLICANT: CITY OF LAS VEGAS
ENGINEER: N/A
CONTACT: MICHAEL VLADICH
APPROVAL DATE:
GOVERNMENT INFORMATION:
AGENCY: CITY OF LAS VEGAS
APPROVAL DATE: N/A

NV Energy

CLV ELECTRONIC MESSAGE SIGN
LAKE MEAD & TENAYA

PROJ. ID 3000996725	SCALE: 1" = 30'
SHEET #: 1 OF 1	DATE 01/17/2015

NVEnergy

RULE 9

LINE EXTENSION AGREEMENT

Project ID: 3000996726

Project Title: CLV ELECTRONIC MESSAGE SIGN

Agreement No.: 26815

Exhibit B

Cost Worksheet

[Attached]

Cost Worksheet ("Exhibit – B")

NVEnergy

Project ID :	3000996726	Project Title :	CLV ELECTRONIC MESSAGE SIGN
Units :	1	kVA :	10
Estimate Version :	3	Estimate Request Number:	33918
Contract Type :	LFA	NVEnergy Contact :	Gabriela Arroyo

Cost Estimate Summary

	Total Cost Estimate	Applicant Minimum	Applicant Non-Refundable	NVEnergy Responsibility
Labor & Overhead	1,458.23	1,458.23	109.62	0.00
Material & Overhead	60.87	60.87	0.00	0.00
DCA	0.00	0.00	0.00	0.00
Substructure	0.00	0.00	0.00	0.00
Permits & Vouchers	0.00	0.00	0.00	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	1,519.00	1,519.00	110.00	0.00

Advance Calculation

Refundable

Applicant Cost Subject to Refund	1,409.00
Proportionate Share	0.00
Proportionate Share Waived	0.00
Refund Subject to Allowance & Excess Salvage	1,409.00
Excess Salvage Credit from A & B to be applied to Refundable	0.00
Current Allowance	3,620.00
Total Applicant Refundable Cost After applying salvage credit	0.00

Non-Refundable

A

Applicant Non-Refundable Cost	110.00
(Subject to Salvage Credit & Not Subject to Excess Allowance)	
Salvage Credit to be applied	
Excess Salvage Credit to be applied from B	0.00
Applicant Non-Refundable Cost	110.00
(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	
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	2,211.00
Applicant Non-Refundable	0.00
(After applying Excess Allowance and Salvage Credit)	
Total Non-Refundable	110.00
Removal Cost Without Salvage	0.00
Removal of Existing Facilities	0.00
Total Taxable Non-Refundable Cost	110.00
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)	110.00
Tax	0.00	Total Tax	133.00
Total Advance Subject to Refund	0.00	Total Contract Amount (subject to credits)	243.00
Non-Refundable Advance			
Non-Taxable Advance	0.00		
Taxable Advance	110.00		
Tax	37.00	Customer Contributed facilities value	284.00
Substructures Tax	96.00		
Total Non-Refundable Advance	243.00		
Total Contract Amount (subject to credits)	243.00		
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			
Total Applicant Advance/Credit	243.00		

Exhibit C

Allowance Worksheet

[Attached]

Allowance Worksheet ("Exhibit – C")

NVEnergy

Project ID : 3000996726 **Project Title :** CLV ELECTRONIC MESSAGE SIGN **Short Life Years :** N/A

Total Proposed Allowance $ 3,620.00

Initial Allowance

Existing Load	Switch Gear Location/building ID	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	LED SIGN	GS		1.00	Meter	X	100.00%	=	1.00	X	$ 3,620.00	X N/A	=	$ 3,620.00

Initial Allowance $ 3,620.00

Total Initial Allowance Given $ 3,620.00

Potential Future Allowance

Existing Load	Switch Gear Location/building ID	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	LED SIGN	GS		1.00	Meter	X	0.00%	=	0.00	X	$ 3,620.00	X N/A	=	$ 0.00

Potential Future Allowance $ 0.00

Less Credit from Initial Allowance $

Total Potential Future Allowance $ 0.00

Tuesday, March 24, 2015 11:31:10 AM

Allowance Worksheet ("Exhibit – C")

NVEnergy

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 Work (defined in Section 5.3 in the 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 5% of the per occurrence coverage limits, 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 5% of the per occurrence coverage limits, 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.: **31.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
RESOLUTIONS:

R-22-2015 - 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 TRH Development, LLC, (Owner) located at 2673 Western Avenue, to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 1 (Tarkanian) [NOTE: This item is related to Redevelopment Agency Item 6 (RA-9-2015)]

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 TRH Development, LLC, with the cost of improvements to the property located at 2673 Western Avenue (APN 162-09-110-028 to -030). 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-22-2015
2. Public Purpose Impact Analysis Report
3. Site Map

RESOLUTION NO.R-22-2015

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 TRH DEVELOPMENT, LLC ("OWNER") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 162-09-110-028, 029 AND 030.

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

WHEREAS, TRH DEVELOPMENT, LLC (the "OWNER") the owner of real property and improvements located at 2673 WESTERN AVENUE, and which parcel is commonly known as APN 162-09-110-028, 029 AND 030 (the "Site"); and

WHEREAS, TRH DEVELOPMENT, LLC (the "CVIP PARTICIPANT") is the owner of the real property located at 2673 WESTERN AVENUE and is undertaking certain exterior improvements to the 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 ARSR2, LLC for making physical, visual improvements to the building 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" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2015.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

V. Pontacello 3/17/15
Date

COUNSEL TO THE AGENCY

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 organized and existing under the community development laws of the State of Nevada (hereinafter referred to as the "Agency") and TRH DEVELOPMENT, LLC, a Nevada limited liability company (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the 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 Facade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the property 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 Facade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of Twenty-five Thousand Dollars and 00/100 (**$25,000.00**), and the Owner has provided a 100% matching cash contribution to the Agency's participation to ensure that the Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner desire 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 agreements 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. 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 S. 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 warrants that, through a majority interest, the Site. Such ownership interest is demonstrated by Attachment "2 ", "Proof of Ownership", 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 Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FACADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the facade improvements, with a not to exceed 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, facade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner has submitted paid invoices from contractor(s) to the Agency.

b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Facade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project Improvements, 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 Facade Maintenance Agreement to be recorded against the Property promptly after completion of the Project Improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Facade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project Improvements to be constructed thereon, in accordance with

the maintenance provisions set forth in the Building Facade Maintenance Agreement, Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the Owner 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 must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property. Only the Owner's right to this Option is in the Façade Easement Deed.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. . Owner shall complete the rehabilitation and improvement of the Site, including the Facade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines, 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 a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain three (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Economic and Urban Development; Planning and Development ; Land Development section of Public Works; Development Coordination section of Public Works; and Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements

are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that they have 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 or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within fifteen (15) 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 non-defaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The non-defaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the non-defaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner 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 or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner agrees to return any and all Agency Funds heretofore paid to the Owner pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

If to the Agency: City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

If to the Owner: TRH DEVELOPMENT, LLC
4224 West Reno Avenue
Las Vegas, NV 89118

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 " 8 " 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 Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and Owner.

SECTION 21: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any

party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 22: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2015 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2015

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency

ATTEST:

_____
Secretary

TRH DEVELOPMENT, LLC

By: _____
Tim Haughinberry
"Owner"

APPROVED AS TO FORM:

_____
Counsel to Agency

Date

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 - BUSINESS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

LOTS SEVEN (7) AND EIGHT (8) IN BLOCK THREE (3) OF GOLDEN GATE TRACT-INDUSTRIAL SUBDIVSION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 4, OF PLATS, PAGE 84, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

SEE ATTACHED

Property Account Inquiry - Summary Screen

New Search | Recorder | Treasurer | Assessor | Clark County Home

Parcel ID	162-09-110-030	Tax Year	2015	District	212	Rate	3.2782

Situs Address:	2673 WESTERN AVE LAS VEGAS
Legal Description:	ASSESSOR DESCRIPTION: GOLDEN GATE TRACT INDST SUB PLAT BOOK 4 PAGE 84 PT LOT 8 BLOCK 3GEOID: PT NW4 NW4 SEC 09 21 61

Status:
Active
Taxable

Property Characteristics	
Tax Cap Increase Pct.	3
Tax Cap Limit Amount	991.83
Tax Cap Reduction	4.32
Land Use	2-10 Manufacturing
Cap Type	OTHER
Acreage	0.1700
Supplemental Tax	0.00

Property Values	
Land	12959
Improvements	17428
Total Assessed Value	30387
Net Assessed Value	30387
Exemption Value New Construction	0
New Construction - Supp Value	0

Property Documents	
2014111702440	11/17/2014
10040963898	2/2/1979

Role	Name	Address	Since	To
Owner	T R H DEVELOPMENT L L C	3049 SILENT WIND HWY , HENDERSON, NV 89052 UNITED STATES	11/20/2014	Current

Summary

Item	Amount
Taxes as Assessed	$996.15
Less Cap Reduction	$4.32
Net Taxes	$991.83

PAST AND CURRENT CHARGES DUE TODAY

Tax Year	Charge Category	Amount Due Today
THERE IS NO PAST OR CURRENT AMOUNT DUE as of 3/13/2015		$0.00

NEXT INSTALLMENT AMOUNTS

Tax Year	Charge Category	Installment Amount Due
THERE IS NO NEXT INSTALLMENT AMOUNT DUE as of 3/13/2015		

TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR

Tax Year	Charge Category	Remaining Balance Due
THERE IS NO TOTAL AMOUNT DUE FOR THE ENTIRE TAX YEAR as of 3/13/2015		

PAYMENT HISTORY

Last Payment Amount	$505.84
Last Payment Date	3/9/2015
Fiscal Tax Year Payments	$1,037.04
Prior Calendar Year Payments	$1,263.05
Current Calendar Year Payments	$505.84

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set-back from the westerly boundary of Western Avenue 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 Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APNS: 162-09-110-028
162-09-110-029
162-09-110-030

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, TRH DEVELOPMENT, LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and political ("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 Facade 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 have 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 Grantor shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Grantor and Grantee 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 _____, 2015

TRH DEVELOPMENT, LLC

By:_____
TIM HAUGHINBERRY

Its: OWNER

"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G, GOODMAN

Its: Chair

"GRANTEE"

ATTEST:

_____

Secretary

APPROVED AS TO FORM

_____
Date

Council to Agency

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2015 by TIM HAUGHINBERRY as OWNER of TRH DEVELOPMENT, LLC.

_____
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

LOTS SEVEN (7) AND EIGHT (8) IN BLOCK THREE (3) OF GOLDEN GATE TRACT-INDUSTRIAL SUBDIVSION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 4, OF PLATS, PAGE 84, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set-back from the westerly boundary of Western Avenue 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 Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency

EXHIBIT C

FORM OF FACADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $25,0000 (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 Facade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FACADE MAINTENANCE AGREEMENT

APN: 162-09-110-028
162-09-110-029
162-09-110-030

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 _____, ___, between TRH DEVELOPMENT, LLC, a Nevada limited liability company 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 1675 Industrial Road., Las Vegas, Nevada and currently designated as Assessor's Parcel No.162-04-710-001; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the facades of the property facing the Facade Easement Area: The area consisting of the building face of said building, which is set-back from the northern boundary of East Charleston Boulevard 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 Facade 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 facade(s) covered by the Facade 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 Facade 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 Facade 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 Facade 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 Economic and Urban Development, 495 S. 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 Facade 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, its 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
c/o Economic And Urban Development
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: TRH DEVELOPMENT, LLC
4224 West Reno Avenue
Las Vegas, NV 89118

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 forty-eight (48) hours advance notice to enter upon the Property subject to this Agreement

to perform inspections of the facade 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 Facade 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 Facade 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 Facade 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.

TRH DEVELOPMENT, LLC, a
Limited Liability Company

By: _____ Date: _____
TIM HAUGHINBERRY
OWNER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a
a public body organized and existing under the community development laws

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
Secretary

APPROVED AS TO FORM:

_____
Date
Counsel to the Agency

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2015 by TIM HAUGHINBERRY as Owner of TRH DEVELOPMENT, LLC.

_____
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

LOTS SEVEN (7) AND EIGHT (8) IN BLOCK THREE (3) OF GOLDEN GATE TRACT-INDUSTRIAL SUBDIVSION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 4, OF PLATS, PAGE 84, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set-back from the westerly boundary of Western Avenue 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

Work Item	Cost
Concrete cut & patch	$2,940.00
Parking lot striping	$315.00
Landscaping	$2,178.75
Paving	$3,045.00
Curb/Gutter	$1,050.00
Sidewalk	$1,320.90
Masonry door infill	$2,625.00
Roofing	$10,387.65
Storefront Glass	$3,800.00
Skylights	$1,260.00
Exterior Painting	$3,533.00
Canopy Awning	$4,725.00
Bldg Signage	$6,300.00
HVAC Unit	$5,200.00
Exterior Lighting	$1,500.00
Water supply to Bldg	$1,650.00
TOTAL ESTIMATED PROJECT COSTS	**$51,830.30**

Estimated CVIP Grant	$25,000
plus Contingency	$00.00
Maximum Reimbursement for CVIP Grant	**$25,000**

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will be complete within 180 days of execution of this Agreement.

ATTACHMENT "6-A "

DISCLOSURE OF PRINCIPALS – PROPERTY OWNER

See Attached VIP Disclosure of Ownership/Principals Real Property

Please Print Legibly

VIP Disclosure of Ownership/Principals

VIP Contracting Entity Information

Name TRH DEVELOPEMENT, LLC

Mailing Address 4224 W RENO AVE. LAS VEGAS, NV 89118

Business Phone 702-318-8446

Tax ID or Social Security Number 47-166-8094

Ownership Interest

Estate in Severalty N/A Tenancy in Common N/A Joint Tenancy N/A

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
TIMOTHY R. HAUGHINBERRY	4224 W RENO AVE. LAS VEGAS, NV 89118	702-318-8446
PRESIDENT		

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the *number of sheets*: 0

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 0

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 2/9/15

TINA EVANS
Notary Public, State of Nevada
Appointment No. 06-109095-1
My Appt. Expires Sep 22, 2018

State of Nevada
County of Clark

This instrument was acknowledged before me on

February 9, 15 (date) by

Tim Haughyn berry (name of person)

Tina Evans

Notary Public

ATTACHMENT "6-B"

DISCLOSURE OF PRINCIPALS – BUSINESS

See Attached VIP Disclosure of Ownership/Principals Business

Please Print Legibly

VIP Disclosure of Ownership/Principals

VIP Contracting Entity Information

Name TRH DEVELOPEMENT, LLC

Mailing Address 4224 W RENO AVE. LAS VEGAS, NV 89118

Business Phone 702-318-8446

Tax ID or Social Security Number 47-166-8094

Type of Business

Sole Proprietor_____ Partnership_____ Limited Liability Company_X_____ Corporation_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the business.

Full Name & Title	Business Address	Business Phone
TIMOTHY R. HAUGHINBERRY	4224 W RENO AVE. LAS VEGAS, NV 89118	702-318-8446
PRESIDENT		

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.
If continuation sheets are attached, please indicate the *number of sheets*:__0____

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 0

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 2/9/15

TINA EVANS
Notary Public, State of Nevada
Appointment No. 06-109095-1
My Appt. Expires Sep 22, 2018

State of Nevada
County of Clark

This instrument was acknowledged before me on

February 9, 15 (date) by

Tim Haughenberry (name of person)

Tina Evans

Notary Public

ATTACHMENT " 7 "

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

See Attached VIP Participant Affidavit and Employment Plan

Please Print Legibly

VIP Participant Affidavit and Employment Plan

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, TIM HAUGHINBERRY, 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 TRH DEVELOPMENT, LLC, a company duly organized in the State of Nevada as a LIMITED LIABILITY CORP (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 2673 & 2675 WESTERN AVE ("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. T (initial)
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. T (initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. T (initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. T (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 9 day of February, 2015.

Authorized Signature: _____

SIGNED AND SWORN TO before me this 9 day of Feb, 2015, by Tina Evans

NOTARY PUBLIC
My Commission Expires:

TINA EVANS
Notary Public, State of Nevada
Appointment No. 06-109095-1
My Appt. Expires Sep 22, 2018

Public Purpose/Impact Analysis Report
NRS 279.486

City Council/Redevelopment Agency Meeting
May 6, 2015

Title of Project: **Commercial Visual Improvement Program**

Sponsor/Developer: **TRH Development, LLC dba Back Bar USA**

Address Of Project: **2673 Western Avenue**

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: (*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:

TRH Development, LLC recently purchased 2673 Western Avenue in November 2014. The property fronts Presidio Avenue and Western Avenue. All exterior improvements are highly visible from the street; landscaping, parking lot striping, sidewalk, curb and gutter, exterior paint, exterior lighting, canopy awnings and building signage. Applicant has a contract to maintain the exterior of the building and landscaping.

What is the amount of Private Investment and who is providing it?

$51,830 – Small Business Association Loan

What is the amount of Public Investment and who is providing it?

$25,000 City of Las Vegas Redevelopment Agency

How many Direct Jobs will be Created? 1

How many Indirect Jobs will be Created? 0..2

How many Direct Jobs will be Retained? 1

Quantitative Economic Benefits:

$51,830 is being fed into the local economy through the labor and material for the improvements to the property. There will be $238,117 annual economic impact from direct, indirect and induced jobs. $6,537 in new state and local taxes will be generated annually.

Total Direct Economic Impact:

$51,830 of labor and material building improvements; $137,267 in direct economic impact from payroll; and over $6,537 in annual taxes

Total Indirect Economic Impact:

$33,487 Indirect labor income annually and $67,362 induced labor income

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 TRH DEVELOPMENT, LLC (AS OWNER) 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

WHEREAS, TRH DEVELOPMENT, LLC (the "OWNER") is the owner of real property and improvements located at 2673 WESTERN AVENUE, and which parcel is commonly known as APN 162-09-110-028, 029 AND 030 (the "Site") and is undertaking

certain exterior improvements to the property in accordance with the Commercial VIP Program; 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, Chairman

ATTEST:

_____
SECRETARY

APPROVED AS TO FORM:

V. Pontello 3/17/15
Date

COUNSEL TO THE AGENCY

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 organized and existing under the community development laws of the State of Nevada (hereinafter referred to as the "Agency") and TRH DEVELOPMENT, LLC, a Nevada limited liability company (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the 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 Facade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the property 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 Facade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of Twenty-five Thousand Dollars and 00/100 (**$25,000.00**), and the Owner has provided a 100% matching cash contribution to the Agency's participation to ensure that the Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner desire 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 agreements 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. 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 S. 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 warrants that, through a majority interest, the Site. Such ownership interest is demonstrated by Attachment "2 ", "Proof of Ownership", 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 Owner individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: GRANT OF FACADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the facade improvements, with a not to exceed 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, facade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner has submitted paid invoices from contractor(s) to the Agency.

b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement Deed, in substantially the form attached hereto as Attachment " 3 " and a Building Facade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project Improvements, 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 Facade Maintenance Agreement to be recorded against the Property promptly after completion of the Project Improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Facade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner hereby agrees to maintain the Property, including without limitation the Facade Easement Area and the Project Improvements to be constructed thereon, in accordance with

the maintenance provisions set forth in the Building Facade Maintenance Agreement, Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement Deed is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the Owner 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 must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall pay all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Owner shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement Deed to be recorded on the Property. Only the Owner's right to this Option is in the Façade Easement Deed.

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. . Owner shall complete the rehabilitation and improvement of the Site, including the Facade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines, 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 a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain three (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: DESIGN REVIEW COMMITTEE. For reviewing the architectural and engineering design of the Project, the Agency has appointed a Design Review Committee comprised of one or more staff members from the following City of Las Vegas municipal departments: Economic and Urban Development; Planning and Development ; Land Development section of Public Works; Development Coordination section of Public Works; and Building & Safety. At its discretion, the Agency may solicit input from additional City staff depending on the individual needs of the Project. The Design Review Committee shall meet on an ad hoc basis. The Design Review Committee shall recommend approval or disapproval of the Project Scope of Work. If the Project is disapproved, the Agency shall retain the right to ask the Owner to make changes to the proposed Scope of Work.

SECTION 8: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 9: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 10: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 11: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements

are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 12: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrants that they have 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 or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within fifteen (15) 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 non-defaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure same within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The non-defaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the non-defaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner 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 or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, the Owner agrees to return any and all Agency Funds heretofore paid to the Owner pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 14: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 15: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 16: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

If to the Agency: City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

If to the Owner: TRH DEVELOPMENT, LLC
4224 West Reno Avenue
Las Vegas, NV 89118

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 " 8 " 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 Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and Owner.

SECTION 21: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any

party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 22: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2015 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2015

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency

ATTEST:

_____
Secretary

TRH DEVELOPMENT, LLC

By: _____
Tim Haughinberry
"Owner"

APPROVED AS TO FORM:

_____
Counsel to Agency

Date

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 - BUSINESS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

LOTS SEVEN (7) AND EIGHT (8) IN BLOCK THREE (3) OF GOLDEN GATE TRACT-INDUSTRIAL SUBDIVSION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 4, OF PLATS, PAGE 84, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

SEE ATTACHED

Property Account Inquiry - Summary Screen

New Search | Recorder | Treasurer | Assessor | Clark County Home

Parcel ID	162-09-110-030	Tax Year	2015	District	212	Rate	3.2782

Situs Address:	2673 WESTERN AVE LAS VEGAS
Legal Description:	ASSESSOR DESCRIPTION: GOLDEN GATE TRACT INDST SUB PLAT BOOK 4 PAGE 84 PT LOT 8 BLOCK 3GEOID: PT NW4 NW4 SEC 09 21 61

Status:
Active
Taxable

Property Characteristics	
Tax Cap Increase Pct.	3
Tax Cap Limit Amount	991.83
Tax Cap Reduction	4.32
Land Use	2-10 Manufacturing
Cap Type	OTHER
Acreage	0.1700
Supplemental Tax	0.00

Property Values	
Land	12959
Improvements	17428
Total Assessed Value	30387
Net Assessed Value	30387
Exemption Value New Construction	0
New Construction - Supp Value	0

Property Documents	
2014111702440	11/17/2014
10040963898	2/2/1979

Role	Name	Address	Since	To
Owner	T R H DEVELOPMENT L L C	3049 SILENT WIND HWY , HENDERSON, NV 89052 UNITED STATES	11/20/2014	Current

Summary

Item	Amount
Taxes as Assessed	$996.15
Less Cap Reduction	$4.32
Net Taxes	$991.83

PAST AND CURRENT CHARGES DUE TODAY

Tax Year	Charge Category	Amount Due Today
THERE IS NO PAST OR CURRENT AMOUNT DUE as of 3/13/2015		$0.00

NEXT INSTALLMENT AMOUNTS

Tax Year	Charge Category	Installment Amount Due
THERE IS NO NEXT INSTALLMENT AMOUNT DUE as of 3/13/2015		

TOTAL AMOUNTS DUE FOR ENTIRE TAX YEAR

Tax Year	Charge Category	Remaining Balance Due
THERE IS NO TOTAL AMOUNT DUE FOR THE ENTIRE TAX YEAR as of 3/13/2015		

PAYMENT HISTORY

Last Payment Amount	$505.84
Last Payment Date	3/9/2015
Fiscal Tax Year Payments	$1,037.04
Prior Calendar Year Payments	$1,263.05
Current Calendar Year Payments	$505.84

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set-back from the westerly boundary of Western Avenue 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 Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT DEED

APNS: 162-09-110-028
162-09-110-029
162-09-110-030

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, TRH DEVELOPMENT, LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and political ("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 Facade 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 have 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 Grantor shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Grantor and Grantee 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 _____, 2015

TRH DEVELOPMENT, LLC

By:_____
TIM HAUGHINBERRY

Its: OWNER

"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G, GOODMAN

Its: Chair

"GRANTEE"

ATTEST:

_____

Secretary

APPROVED AS TO FORM

_____
Date

Council to Agency

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2015 by TIM HAUGHINBERRY as OWNER of TRH DEVELOPMENT, LLC.

_____
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

LOTS SEVEN (7) AND EIGHT (8) IN BLOCK THREE (3) OF GOLDEN GATE TRACT-INDUSTRIAL SUBDIVSION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 4, OF PLATS, PAGE 84, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set-back from the westerly boundary of Western Avenue 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 Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency

EXHIBIT C

FORM OF FACADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $25,0000 (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 Facade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FACADE MAINTENANCE AGREEMENT

APN: 162-09-110-028
162-09-110-029
162-09-110-030

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 _____, ___, between TRH DEVELOPMENT, LLC, a Nevada limited liability company 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 1675 Industrial Road., Las Vegas, Nevada and currently designated as Assessor's Parcel No.162-04-710-001; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the facades of the property facing the Facade Easement Area: The area consisting of the building face of said building, which is set-back from the northern boundary of East Charleston Boulevard 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 Facade 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 facade(s) covered by the Facade 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 Facade 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 Facade 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 Facade 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 Economic and Urban Development, 495 S. 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 Facade 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, its 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
c/o Economic And Urban Development
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: TRH DEVELOPMENT, LLC
4224 West Reno Avenue
Las Vegas, NV 89118

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 forty-eight (48) hours advance notice to enter upon the Property subject to this Agreement

to perform inspections of the facade 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 Facade 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 Facade 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 Facade 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.

...
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...
...
...

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

TRH DEVELOPMENT, LLC, a
Limited Liability Company

By: _____ Date: _____
TIM HAUGHINBERRY
OWNER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a
a public body organized and existing under the community development laws

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____

Secretary

APPROVED AS TO FORM:

_____
Date

Counsel to the Agency

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2015 by TIM HAUGHINBERRY as Owner of TRH DEVELOPMENT, LLC.

_____
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

LOTS SEVEN (7) AND EIGHT (8) IN BLOCK THREE (3) OF GOLDEN GATE TRACT-INDUSTRIAL SUBDIVSION, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 4, OF PLATS, PAGE 84, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set-back from the westerly boundary of Western Avenue 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

Work Item	Cost
Concrete cut & patch	$2,940.00
Parking lot striping	$315.00
Landscaping	$2,178.75
Paving	$3,045.00
Curb/Gutter	$1,050.00
Sidewalk	$1,320.90
Masonry door infill	$2,625.00
Roofing	$10,387.65
Storefront Glass	$3,800.00
Skylights	$1,260.00
Exterior Painting	$3,533.00
Canopy Awning	$4,725.00
Bldg Signage	$6,300.00
HVAC Unit	$5,200.00
Exterior Lighting	$1,500.00
Water supply to Bldg	$1,650.00
TOTAL ESTIMATED PROJECT COSTS	**$51,830.30**

Estimated CVIP Grant	$25,000
plus Contingency	$00.00
Maximum Reimbursement for CVIP Grant	**$25,000**

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will be complete within 180 days of execution of this Agreement.

ATTACHMENT "6-A "

DISCLOSURE OF PRINCIPALS – PROPERTY OWNER

See Attached VIP Disclosure of Ownership/Principals Real Property

Please Print Legibly

VIP Disclosure of Ownership/Principals

VIP Contracting Entity Information

Name TRH DEVELOPEMENT, LLC

Mailing Address 4224 W RENO AVE. LAS VEGAS, NV 89118

Business Phone 702-318-8446

Tax ID or Social Security Number 47-166-8094

Ownership Interest

Estate in Severalty N/A Tenancy in Common N/A Joint Tenancy N/A

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
TIMOTHY R. HAUGHINBERRY	4224 W RENO AVE. LAS VEGAS, NV 89118	702-318-8446
PRESIDENT		

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the *number of sheets*: 0

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 0

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 2/9/15

TINA EVANS
Notary Public, State of Nevada
Appointment No. 06-109095-1
My Appt. Expires Sep 22, 2018

State of Nevada
County of Clark

This instrument was acknowledged before me on

February 9, 15 (date) by

Tim Haughney Berry (name of person)

Tina Evans

Notary Public

ATTACHMENT "6-B"

DISCLOSURE OF PRINCIPALS – BUSINESS

See Attached VIP Disclosure of Ownership/Principals Business

VIP Disclosure of Ownership/Principals

Please Print Legibly

VIP Contracting Entity Information

Name TRH DEVELOPEMENT, LLC

Mailing Address 4224 W RENO AVE. LAS VEGAS, NV 89118

Business Phone 702-318-8446

Tax ID or Social Security Number 47-166-8094

Type of Business

Sole Proprietor_____ Partnership_____ Limited Liability Company X Corporation_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the business.

Full Name & Title	Business Address	Business Phone
TIMOTHY R. HAUGHINBERRY	4224 W RENO AVE. LAS VEGAS, NV 89118	702-318-8446
PRESIDENT		

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the *number of sheets*: 0

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 0

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 2/9/15

TINA EVANS
Notary Public, State of Nevada
Appointment No. 06-109095-1
My Appt. Expires Sep 22, 2018

State of Nevada
County of Clark

This instrument was acknowledged before me on

February 9, 15 (date) by

Tim Haughenberry (name of person)

Tina Evans

Notary Public

ATTACHMENT " 7 "

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

See Attached VIP Participant Affidavit and Employment Plan

Please Print Legibly

VIP Participant Affidavit and Employment Plan

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, TIM HAUGHINBERRY, 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 TRH DEVELOPMENT, LLC, a company duly organized in the State of Nevada as a LIMITED LIABILITY CORP (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 2673 & 2675 WESTERN AVE ("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. T (initial)

b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. T (initial)

c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. T (initial)

d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. T (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 9 day of February, 2015.

Authorized Signature: [signature]

SIGNED AND SWORN TO before me this 9 day of Feb, 2015, by Tina Evans.

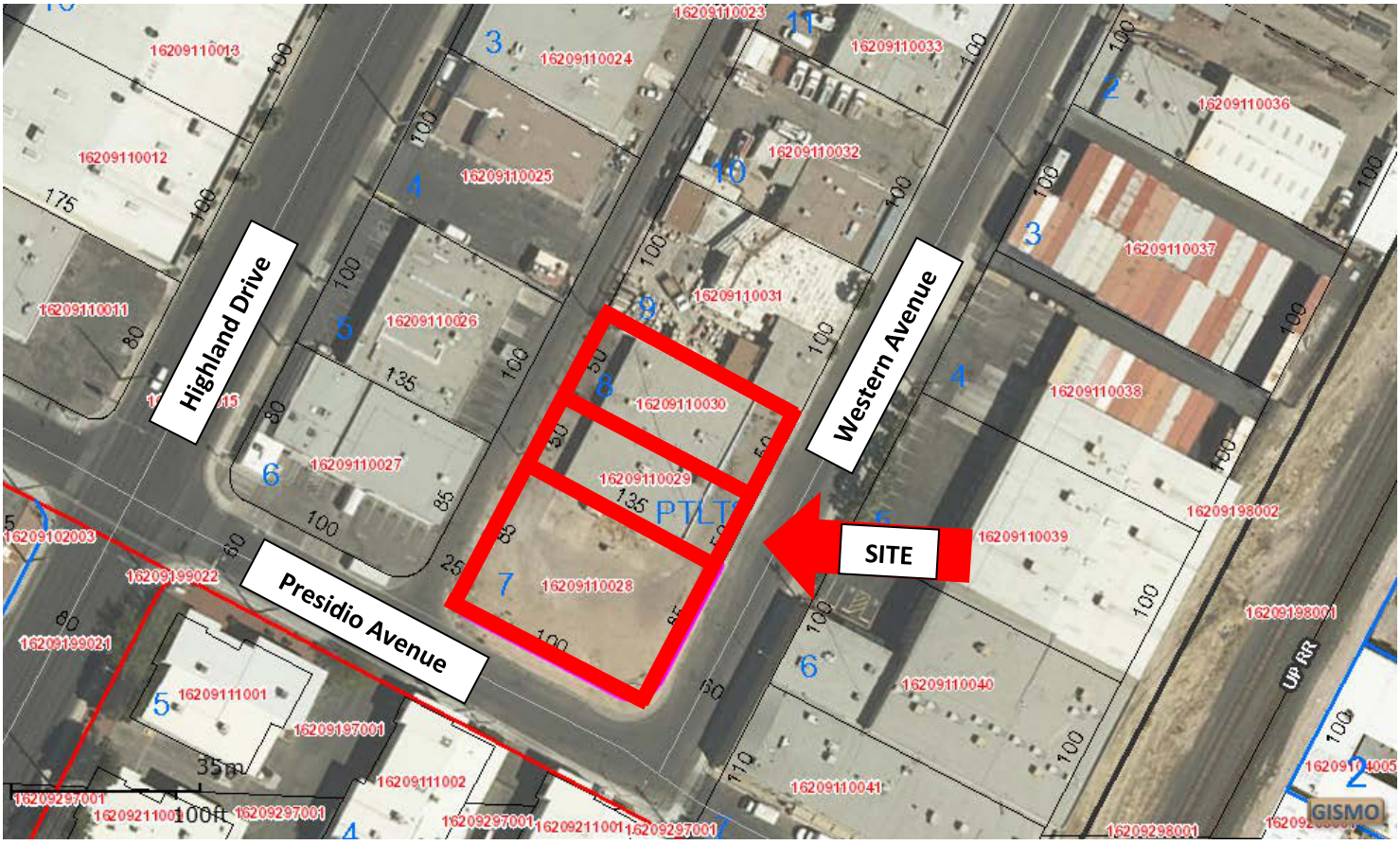
NOTARY PUBLIC
My Commission Expires:

TINA EVANS
Notary Public, State of Nevada
Appointment No. 06-109095-1
My Appt. Expires Sep 22, 2018

SITE MAP

2673 Western Avenue

TRH Development, LLC dba Back Bar USA



City of Las Vegas Agenda Item No.: **32.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
RESOLUTIONS:

R-23-2015 - For possible action to approve a Resolution regarding the Reimbursement Agreement between the City of Las Vegas (City) and City Parkway V, Inc., (CPV) a Nevada non-profit corporation, authorizing the execution of the Reimbursement Agreement; and providing for other matters relating thereto regarding the City of Las Vegas Nevada Tourism Improvement District identified as 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 - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
Pursuant to Nevada Revised Statutes chapter 271A, Tourism Improvement District Law (Tourism Act), the City Council created the City of Las Vegas Nevada Tourism Improvement District (District) by ordinance adopted on April 15, 2015. The Tourism Act also authorizes the City to enter into an agreement with CPV to reimburse it for the cost of acquiring, improving or equipping, or combination thereof, a project located in the District with Tourism District proceeds to reimburse the Agency for any future cost of acquiring, improving or equipping, or combination thereof, a project located in the District.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-23-2015
2. Reimbursement Agreement

RESOLUTION NO. R-23-2015

A RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND CITY PARKWAY V, INC., A NEVADA NON-PROFIT CORPORATION; AUTHORIZING THE EXECUTION OF THE REIMBURSEMENT AGREEMENT; AND PROVIDING FOR OTHER MATTERS RELATING THERETO.

WHEREAS, the City of Las Vegas in the County of Clark and State of Nevada (the "City," the "County" and the "State," respectively) is a political subdivision of the State duly organized and operating as a city under the provisions of Nevada Revised Statutes ("NRS") chapter 268 and an act entitled "AN ACT incorporating the City of Las Vegas in Clark County, Nevada, under a charter; defining the boundaries thereof; and providing other matters properly relating thereto," cited as chapter 517, Statutes of Nevada, 1983, as amended; and

WHEREAS, the City Council (the "Council") created the "City of Las Vegas, Nevada Tourism Improvement District (Symphony Park)" (the "District") by ordinance adopted on April 15, 2015 (the "Creation Ordinance") to construct the Projects 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"), and as otherwise defined in NRS 271A.050; and

WHEREAS, City Parkway V, Inc. ("CPV") is a Nevada non-profit corporation; and

WHEREAS, pursuant to NRS 271A.120(1)(b) the City is authorized to enter into agreements with one or more governmental entities or other persons to reimburse those entities or persons for the cost of acquiring, improving or equipping, or any combination thereof, any project, which may contain such terms as are determined to be desirable by the governing body of the municipality; and

WHEREAS, pursuant to NRS 271A.120(1)(b), the City and the CPV intend that the City provide to CPV a portion of the proceeds of taxes pledged by the Creation Ordinance remitted to the City pursuant to that certain City of Las Vegas Tourism Improvement District (Symphony Park) Cooperative Agreement between the City and the State of Nevada Department of Taxation (the "Cooperative Agreement") to enable CPV to perform all functions incident to the administration and reimbursement of persons for the costs of acquiring, improving, and equipping Projects within the District; and

WHEREAS, the form of the Reimbursement Agreement between the City and CPV (the "Agreement") setting forth terms and conditions under which CPV will perform all functions incident to the administration and reimbursement of Projects within the District has been presented to the Council at this meeting for approval and is attached hereto as Exhibit I.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. Approval of Agreement. The Agreement hereby is approved in substantially the form attached hereto as Exhibit I, with such changes as are approved by the Mayor whose execution thereof shall be conclusive evidence of the Mayor's approval of any such changes.

Section 2. Delegation of Authority. The Mayor and the City Clerk hereby are authorized to execute the Agreement on behalf of the City and to do all things necessary to take all action necessary to perform and carry out the terms thereof.

Section 3. Ratification. All action taken previously by the Council, its officers and the staff of the City directed toward the Agreement, is hereby ratified, approved and confirmed.

Section 4. Repealer. All resolutions, bylaws and orders, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, bylaw or order, or part hereof, heretofore repealed.

Section 5. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 6. Effective Date. This Resolution shall be effective and shall be in force immediately upon its adoption.

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Section 7. Execution. Upon adoption of this Resolution by the Council, it shall be signed by the Mayor and attested to by the City Clerk.

PASSED, ADOPTED AND APPROVED BY THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA, THIS MAY 6, 2015.

(SEAL)

Carolyn G. Goodman, Mayor

Attest:

LuAnn D. Holmes, MMC, Acting City Clerk

Approved as to form:

Val Steed 4-22-15

City Attorney or Chief Deputy City Attorney

EXHIBIT I

(Attach Reimbursement Agreement)

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT (this "Agreement"), is entered into as of this ___ day of _____, ____ ("Effective Date"), by and between the **CITY OF LAS VEGAS, NEVADA**, a municipal corporation (the "City"), and **CITY PARKWAY V, INC.**, a Nevada non-profit corporation (the "CPV"). City and CPV are hereinafter referred to as the "Parties".

RECITALS

WHEREAS, CPV is a Nevada non-profit corporation; and

WHEREAS, under Nevada Revised Statutes Chapter 271A, Tourism Improvement District Law (the "Tourism Act"), the City has the power to create a tourism improvement district for the development of property within the jurisdiction of the City; and

WHEREAS, under the Tourism Act, the City is authorized to create a tourism improvement district (the "Tourism District"), and "acquire, improve, equip, operate and maintain a project" (as defined in NRS 271A.050) within the Tourism District owned by the municipality, another governmental entity, any other person, or a combination thereof (the "Projects"); and

WHEREAS, the City Council (the "Council") created the "City of Las Vegas, Nevada Tourism Improvement District (Symphony Park)" (the "District") by ordinance adopted on April 15, 2015 (the "Creation Ordinance") to construct the Projects 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"), and as otherwise defined in NRS 271A.050; and

WHEREAS, pursuant to NRS 271A.120(1)(b) the City is authorized to enter into agreements with one or more governmental entities or other persons to reimburse those entities or persons for the cost of acquiring, improving or equipping, or any combination thereof, any project, which may contain such terms as are determined to be desirable by the governing body of the municipality; and

WHEREAS, pursuant to NRS 271A.l20(1)(b), the Parties intend that the City provide to CPV a portion of the proceeds of taxes pledged by the Creation Ordinance remitted to City pursuant to that certain City of Las Vegas Tourism Improvement District (Symphony Park) Cooperative Agreement between the City and the State of Nevada Department of Taxation (the "Cooperative Agreement") to enable CPV perform all functions incident to the administration and reimbursement of governmental entities and other persons for the costs of acquiring, improving, and equipping Projects within the District; and

and all applicable disabled and handicapped access requirements, including without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq.

(d) CPV shall only be entitled to be reimbursed for reasonable or actual Project Costs. In connection with the design and construction of any Project, CPV shall separately track and specifically document all costs, expenses and fees. The actual cost shall be certified by CPV and submitted to the City, upon request for the City's review and pursuant to NRS 271A.125, the City shall require the review of each claim submitted by CPV by an independent auditor.

(e) CPV shall notify the City and Nevada Department of Taxation (the "Department") (i) of each business that is located within and collects taxes generated within the District; and (ii) that such taxes shall be administered in accordance with the Cooperative Agreement. CPV shall further notify the City and Department any time such a business closes.

SECTION 5. If any term or provision of this Agreement is deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

SECTION 6. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

SECTION 7. The parties expressly disclaim the creation of any right in any third party whatsoever under this Agreement. There are no third-party beneficiaries.

SECTION 8. This Agreement is binding upon and inures to the benefit of the permitted successors and assigns of the parties hereto. None of these parties shall assign any of the rights or delegate any of the duties of this Agreement without the express written consent of the other party.

SECTION 9. Except as otherwise expressly provided, this Agreement constitutes the entire contract between the Parties hereto and may not be modified except by an instrument in writing signed by the party to be charged.

SECTION 10. The Parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY PARKWAY V, INC., a Nevada non-profit corporation

By: _____
Name:
Title:

ATTEST:

By: _____
LuAnn D. Holmes, MMC,
Secretary

APPROVED AS TO FORM:

_____
Name:
Title:
Date

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

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

APPROVED AS TO FORM:

_____
City Attorney
or Chief Deputy City Attorney
Date

City of Las Vegas Agenda Item No.: **33.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
RESOLUTIONS:

R-24-2015 - For possible action to approve a Resolution approving the form of a Cooperative Agreement between the City of Las Vegas and the State of Nevada Department of Taxation, and providing repealer and severability clauses for the City of Las Vegas Nevada Tourism Improvement District identified as 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 - Ward 5 (Barlow)

Fiscal Impact

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

PURPOSE/BACKGROUND:
The purpose of this Resolution is to approve the form of the Cooperative Agreement between the City of Las Vegas and the State of Nevada Department of Taxation for the City of Las Vegas Nevada Tourism Improvement District.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-24-2015

RESOLUTION NO. R-24-2015

A RESOLUTION APPROVING THE FORM OF A COOPERATIVE AGREEMENT BETWEEN THE CITY AND THE STATE OF NEVADA DEPARTMENT OF TAXATION, AND PROVIDING REPEALER AND SEVERABILITY CLAUSES.

WHEREAS, on December 3, 2014, the City Council (the "City Council") of the City of Las Vegas, Nevada (the "City") adopted Resolution (the "Public Hearing Resolution"), which called a hearing for the purposes of considering (i) making the findings specified in Subsections 2, 3 and 5 of Nevada Revised Statutes ("NRS") 271A.080, and (ii) approving the use of monies pursuant to paragraph (a) of Subsection 3 of NRS 360.855; and

WHEREAS, prior to adoption of Public Hearing Resolution, the following information was filed with the City Clerk of the City (the "City Clerk"):

(a) 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 a report of an independent consultant addressing the fiscal effect of the project proposed for the District (as defined below) and the financing thereof under Chapter 271A of NRS on the provision of local governmental services as required in Subsection 3 of NRS 271A.080 (collectively, the "Filed Information"); and

WHEREAS, the Filed Information was provided to the Board of County Commissioners of Clark County; and

WHEREAS, the Board of Trustees of the Clark County School District (the "School Board") and the Board of County Commissioners of Clark County (the "Board of County Commissioners") conducted public hearings and the School Board and the Board of County Commissioners have provided comments to the City Council; and

WHEREAS, on February 5, 2015, the City Council held a public hearing and adopted a resolution (the "Findings Resolution"), wherein the City Council made certain written findings and determinations pursuant to NRS 271A.080(2), (3) and (5) (the "Fiscal Effect Finding") and NRS 360.855(3) relating to the proposed "City of Las Vegas, Nevada Tourism Improvement District (Symphony Park)" (the "District"); and

WHEREAS, in making the Fiscal Effect Finding, the City Council considered the comments received from the Board of County Commissioners; and

WHEREAS, the City staff provided notice and materials required by NRS 271A.080(7) and (8) and NRS 360.855(3) to the Nevada Commission on Tourism; and

WHEREAS, pursuant to a resolution adopted on March 16, 2015, the Nevada Commission on Tourism made the determination pursuant to NRS 271A.080(6) with respect to the District and the proposed project (the "Project") to be located in the District as further described in the Report and approved the use of the use of money received pursuant to subsection 1 of NRS 360.855; and

WHEREAS, having met all of the prerequisites to creation of the District pursuant to NRS 271A.080, the City Council adopted an Ordinance on April 15, 2015 creating the District (the "Creation Ordinance"); and

WHEREAS, the City has negotiated 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 the Creation Ordinance;

WHEREAS, the proposed form of a City of Las Vegas, Nevada Tourism Improvement District (Symphony Park) Cooperative Agreement (the "Cooperative Agreement") by and between the City and the State of Nevada Department of Taxation is attached hereto as Exhibit I.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA AS FOLLOWS:

Section 1. The form, terms and provisions of the Cooperative Agreement are hereby approved, and the City shall enter into and perform its obligations under the Cooperative Agreement in substantially the form attached hereto as Exhibit I, with only such changes therein as are required by the circumstances and which are not inconsistent herewith. The officers of the City are hereby authorized and directed to execute and deliver the Cooperative Agreement as required hereby.

Section 2. All resolutions, or parts thereof, in conflict with the provisions of this resolution are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any resolution, or part thereof, previously repealed.

Section 3. If any section, paragraph, clause or other provision of this resolution 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 resolution.

PASSED, ADOPTED AND APPROVED this May 6, 2015.

(SEAL)

Carolyn G. Goodman, Mayor

Attest:

LuAnn D. Holmes, MMC, Acting City Clerk

Approved as to form:

Val Steed 4-22-15

City Attorney or Chief Deputy City Attorney

EXHIBIT I

(Attach Cooperative Agreement between the City and the Department of Taxation)

CITY OF LAS VEGAS, NEVADA TOURISM IMPROVEMENT DISTRICT
(SYMPHONY PARK)
COOPERATIVE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, by and between the City of Las Vegas, a municipal corporation of the State of Nevada, the "City," and the State of Nevada Department of Taxation, the "Department," collectively the "Parties."

RECITALS

WHEREAS, the City, through its City Council, and consistent with NRS 271A.070 as enacted by Las Vegas City Council Ordinance No. _____, "City Of Las Vegas, Nevada Tourism Improvement District (Symphony Park) Creation Ordinance" (the "Ordinance") has created a tourism improvement district (the "District") and pledged 75% of the taxes described therein as permitted by Chapter 271A of NRS (the "Taxes") for the purposes of carrying out the acquisition, improvement, equipment, operation and maintenance of the Project within the District as more specifically described in the Ordinance, and the financing of the Project; and

WHEREAS, NRS 271A.100 further provides that any such ordinance must include a provision requiring the City to enter into a contract with the Department to perform all functions incident to the administration or operation of the tax in the City, and the Parties intend that this Agreement serve as the required contract; and

WHEREAS, the City Council adopted the Ordinance creating the tourism improvement district effective April 17, 2015.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the City and the Department agree as follows:

1. The Department shall administer and enforce all provisions of the Ordinance pertaining to the collection of all Taxes provided for in said Ordinance.

2. The City shall notify the Department, substantially in the form attached hereto as Exhibit A, (i) of each business that is located within and collects Taxes generated within the District; and (ii) that such Taxes shall be administered in accordance with this Agreement. The City shall further notify the Department any time such a business closes.

3. The City shall reimburse the Department for the costs of collecting the Taxes. The amount of collection costs to be reimbursed by the City hereunder shall be computed in the manner provided by NRS 271A.070 (1)(c)(1) and 271A.070 (1)(c)(3). Before distributing any revenue to the City pursuant to paragraph 4 below, the Department shall deduct said collection costs from the amount to be distributed.

4. Subject to paragraph 3, above, the Department shall distribute to the City, on a monthly basis, the Taxes described in this Agreement. With each distribution, the Department

shall provide the City Finance Director with a monthly statement setting forth the amount collected and any collection costs deducted by the Department. Distribution shall cease at the end of the fiscal year in which the 20th anniversary of the adoption of the ordinance creating the District occurs, i.e., June 30, 2035.

5. The City agrees that the Department shall have the power to make all necessary rules and regulations and prescribe all necessary forms or other requirements for the purpose of making the administration of the Ordinance effective.

6. The Department shall have all the powers, duties, and responsibilities as provided by the Ordinance and Chapter 372 of the Nevada Revised Statutes and all amendments thereto, and all other State laws pertaining to the collection of sales and use taxes.

7. If any term or provision of this Agreement is deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

8. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.

9. This Agreement is binding upon and inures to the benefit of the permitted successors and assigns of the parties hereto. None of these parties shall assign any of the rights or delegate any of the duties of this Agreement without the express written consent of the other party.

10. Except as otherwise expressly provided, this Agreement (including all Exhibits attached hereto) constitutes the entire contract between the Parties hereto and may not be modified except by an instrument in writing signed by the party to be charged.

11. The Parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Nevada.

[Remainder of Page Intentionally Left Blank. Signature Page Follows.]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be duly executed on its behalf by and authorized representative.

THE CITY OF LAS VEGAS

Dated this ____ day of _____, 2015.

(SEAL)

By:_____
Carolyn G. Goodman, Mayor

Attest:

_____
LuAnn D. Holmes, MMC, Acting City Clerk

Approved as to form:

_____
City Attorney or Chief Deputy City Attorney

DEPARTMENT OF TAXATION

By: _____
Executive Director
Nevada Department of Taxation

Dated this ____ day of _____, 2015.

Approved as to form:

By: _____
[Name and Title]

EXHIBIT A TO COOPERATIVE AGREEMENT

NOTICE TO DEPARTMENT OF TAXATION

Name of Business: _____ **(the "Business")**

Business Address: _____

Department of Taxation Identification Number for Business: _____

The City of Las Vegas hereby notifies the Department of Taxation that the Business is located within the City Of Las Vegas, Nevada Tourism Improvement District (Symphony Park) (the "District"). The Business collects tax revenues generated within the District and such revenues shall be administered in accordance with the City Of Las Vegas, Nevada Tourism Improvement District (Symphony Park) Cooperative Agreement dated as of _____ __, 20__.

CITY OF LAS VEGAS, NEVADA

By:_____

_____ _____

Printed Name and Title **Date**

STATE OF NEVADA)
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, MMC, am the duly chosen and qualified 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 a resolution adopted by the City Council (the "Council") at a meeting held on _____, 2015.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of Council 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: _____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the Council were given due and proper notice of the meeting. Pursuant to Nevada Revised Statues ("NRS") 241.020, written notice of the meeting was given not later than 9:00 a.m. on the third working days before the meeting including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting on the City's website, 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) Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed 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.

5. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the Council on _____, 2015 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand on this _____, 2015.

_____
LuAnn D. Holmes, MMC, Acting City Clerk

EXHIBIT A TO RESOLUTION

(Attach Copy of Notice of Meeting)

City of Las Vegas Agenda Item No.: **34.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
RESOLUTIONS:

R-25-2015 - For possible action to approve a Resolution regarding the Reimbursement to the City of Las Vegas from proceeds of obligations not to exceed $45,000,000 to be issued for the purpose of financing certain costs pertaining to acquiring, constructing, improving or equipping projects ("the Project") located in Symphony Park Tourism Improvement District (TID) and other matters relating thereto, identified as 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 - Ward 5 (Barlow)

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $45,000,000
Funding Source: Multi-Purpose Special Revenue Fund (TID)
Dept./Division: Finance

PURPOSE/BACKGROUND:
Pursuant to the Tourism Act and the Local Government Securities Law, being NRS Sections 350.500 through 350.720, and all laws amendatory thereof (the "Bond Act"), the City is authorized to borrow money and to issue special revenue bonds of the City (the "Obligations") for the purpose of defraying wholly or in part the cost of the Project, in the manner and on the conditions provided in the Tourism Act. It is anticipated that the Obligations will be issued in an amount not more than $45,000,000 to finance the Project. This Resolution permits the City to reimburse itself for prior expenditures relating to the Project with the proceeds of the Obligations, once the financing is complete.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-25-2015

RESOLUTION NO. R-25-201

A RESOLUTION PERTAINING TO THE REIMBURSEMENT FOR PURPOSES OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED, FROM PROCEEDS OF OBLIGATIONS TO BE ISSUED FOR THE PURPOSE OF FINANCING CERTAIN FACILITIES FOR THE CITY OF LAS VEGAS; AND PROVIDING OTHER MATTERS PERTAINING 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") has created the "City of Las Vegas, Nevada, Tourism Improvement District (Symphony Park)" pursuant to an ordinance adopted by the Council on April 15, 2015 (the "Ordinance") and NRS chapter 271A (the "Act"); and

WHEREAS, the City 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"); and

WHEREAS, pursuant to the Tourism Act and the Local Government Securities Law, being NRS Sections 350.500 through 350.720, and all laws amendatory thereof (the "Bond Act"), the City is authorized to borrow money and to issue special revenue bonds of the City (the "Obligations") for the purpose of defraying wholly or in part the cost of the Project, in the manner and on the conditions provided in the Tourism Act; and

WHEREAS, the Council anticipates that the Obligations will be issued in an amount not more than $45,000,000, at one time or from time to time, to finance the Project, anticipates making expenditures for the Project prior to the issuance of the Obligations and expects to reimburse such expenditures from the issuance of the Obligations.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. In order to permit the City to reimburse itself for prior expenditures relating to the Project with the proceeds of the Obligations, the Council hereby determines and declares as follows:

(a) The City reasonably expects to incur expenditures with respect to the Project prior to the issuance of the Obligations for financing the Project and to reimburse those expenditures from the issuance of the Obligations; and

(b) The maximum principal amount of Obligations expected to be used to reimburse such expenditures is $45,000,000.

Section 2. The Chief Financial Officer or designee is hereby authorized to arrange for the issuance and sale of the Obligations by the Council in order to finance the Project in a total principal amount of not more than that which is necessary to carry out the Project in accordance with the Tourism Act and the Bond Law.

Section 3. The officers of the City are hereby authorized to take all action necessary or appropriate to effectuate the provisions of this resolution, including without limitation assembling of financial and other information concerning the City, the Project and the Obligations.

Section 4. All action, proceedings, matters and things heretofore taken, had and done by the Council, and the officers thereof (not inconsistent with the provisions of this resolution) directed toward the Project and the financing thereof be, and the same hereby is, ratified, approved and confirmed. This resolution shall be effective on its passage and approval.

PASSED, ADOPTED AND APPROVED this May 6, 2015.

(SEAL)

_____
Carolyn G. Goodman, Mayor

Attest:

_____
LuAnn D. Holmes, MMC, Acting City Clerk

Approved as to form:

Val Steed 4-22-15
City Attorney or Chief Deputy City Attorney

STATE OF NEVADA)
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, MMC, am the duly chosen and qualified 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 a resolution adopted by the City Council (the "Council") at a meeting held on May 6, 2015.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of Council 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: _____

_____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the Council were given due and proper notice of the meeting. Pursuant to Nevada Revised Statues ("NRS") 241.020, written notice of the meeting was given not later than 9:00 a.m. on the third working days before the meeting including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting on the City's website, 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) Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed 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.

5. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the Council on May 6, 2015 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand on this May 6, 2015.

_____

LuAnn D. Holmes, MMC, Acting City Clerk

EXHIBIT A

(Attach Copy of Notice of Meeting)

City of Las Vegas Agenda Item No.: **35.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
RESOLUTIONS:

R-26-2015 - 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 Banger Brewing Las Vegas, LLC, (Tenant) located at 450 Fremont Street, Suite 135 (APN 139-34-513-002) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 5 (Barlow) [NOTE: This item is related to RDA Item 7 (RA-10-2015)]

Fiscal Impact

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

PURPOSE/BACKGROUND:
This is a related item to discussion and possible action regarding assisting Banger Brewing Las Vegas, LLC, with the cost of improvements to the property located at 450 Fremont Street, Suite 135. 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-26-2015
2. Public Purpose Impact Analysis Report
3. Site Map

RESOLUTION NO. R-26-2015

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 BANGER BREWING LAS VEGAS, LLC ("PARTICIPANT") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-34-513-002

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, BANGER BREWING LAS VEGAS, LLC (the "PARTICIPANT") has a lease hold interest for real property and improvements located at 450 FREMONT

STREET, SUITE 135, and which parcel is commonly known as APN 139-34-513-002 (the "Site"); and

WHEREAS, BANGER BREWING LAS VEGAS, LLC (the "PARTICIPANT") is the tenant of the real property located at 450 Fremont Street, Suite 135 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 BANGER BREWING LAS VEGAS, LLC for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Participant" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2015.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

D. Pantiello 4/6/15
Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2015, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and BANGER BREWING LAS VEGAS, LLC. ("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 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 Agency's Commercial Visual Improvement Program ("Commercial VIP"), the Agency agrees to rebate a portion of the cost of Pre-approved Qualified Exterior Improvements on qualifying commercial properties located within the Redevelopment Area of the City of Las Vegas, up to a maximum of one-half (1/2) of the approved contract cost of such improvements or Eight Thousand dollars and 00/100's ($8,000), whichever is lesser; and

WHEREAS, the PARTICIPANT desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and PARTICIPANT do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference (the "Property" or "Site"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 South Main Street, 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 PARTICIPANT warrants it has a valid and binding leasehold interest in (as defined hereinafter), the Site and as demonstrated by Attachment " 2 ", "Proof of Ownership or

Agreement, includes not only the PARTICIPANT as identified in the opening paragraph of this Agreement, but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the PARTICIPANT individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The 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. Within 30 days of execution of this Agreement by the Agency, PARTICIPANT agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site,-pursuant to the plans and other documents submitted by PARTICIPANT and approved by Agency in accordance with the CVIP Guidelines. PARTICIPANT shall complete the improvements within 180 days of commencement of work. 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 PARTICIPANT a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the PARTICIPANT in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the PARTICIPANT is unable to obtain (3) or more competitive bids, the PARTICIPANT shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: 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: Economic & 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 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 PARTICIPANT to make changes to the proposed Scope of Work.

SECTION 6: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The 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 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 PARTICIPANT from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP 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 Commercial VIP

SECTION 9: 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 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 PARTICIPANT would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the PARTICIPANT pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 5 " and by this reference made a part hereof.

The 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 PARTICIPANT, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the 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 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 PARTICIPANT 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, PARTICIPANT warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 4 " and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in PARTICIPANT or any principal member of PARTICIPANT. Throughout the term hereof, 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 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 PARTICIPANT Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the 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 PARTICIPANT agrees to return any and all Agency Funds heretofore paid to the 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 PARTICPANT shall entitle the Agency to sue the PARTICPANT 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 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 " 5 " 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 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.

SECTION 19: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2015 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2015.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIRMAN
"Agency"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ATTEST:

_____

BANGER BREWING LAS VEGAS, LLC.

By: _____

Its: _____

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
ATTACHMENT " 5 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

File No. 97-09-1629 RMG Policy No. A60-182395

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL ONE (1):

A PORTION OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B.&M., IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AIR RIGHTS IN AND TO LOT 1 OF NEONOPOLIS, A COMMERCIAL SUBDIVISION, FILED IN BOOK 087 OF PLATS PAGE 035 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY BEING FURTHER DESCRIBED AS FOLLOWS:

BLOCK 34 OF "CLARKS LAS VEGAS TOWNSITE" AS SHOWN ON PLAT BOOK 1, PAGE 37 LYING ABOVE THE VARIOUS LOT ELEVATIONS AS SHOWN ON THE RECORD OF SURVEY DESCRIBED BELOW AND A VARIABLE SLOPE ELEVATION IN THE SD (SERVICE DOCK) LOT FROM 2009.50 FEET TO 2007.20 FEET FOR CURBING, DRIVEWAY AND PLANTER AREAS TO MEET EXISTING GRADE ON OGDEN AVENUE, THE SAME AS DELINEATED ON A RECORD OF SURVEY FILED IN FILE 098 OF SURVEYS PAGE 0089 RECORDED ON NOVEMBER 30, 1998 IN BOOK 981130 AS DOCUMENT NO. 04693, OFFICIAL RECORDS OF SAID COUNTY.

PARCEL TWO (2):

A PERPETUAL NONEXCLUSIVE EASEMENT APPURTENANT TO PARCEL ONE (1) ABOVE FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS ON THAT PORTION OF THE SUBTERRANEAN GARAGE PARCEL WHICH IS NOW OR HEREAFTER IMPROVED AS DRIVEWAYS, STAIRWAYS AND OTHER VEHICULAR AND PEDESTRIAN THOROUGHFARES; A PERPETUAL EXCLUSIVE RIGHT AND EASEMENT APPURTENANT TO PARCEL ONE (1) TO USE THE TOP DECK OF THE SUBTERRANEAN GARAGE AS THE FLOOR OF THE LOWER LEVEL OF PARCEL ONE (1); TO JOIN TO, TO OBTAIN SUBSTANTIAL LOAD BEARING SUPPORT FROM, TO PAINT, TILE OR OTHERWISE SURFACE, TO REMOVE SURFACING FROM, AND TO RESURFACE THE FLOOR, TO SUPPORT WIRING, UTILITIES AND FIXTURES OF ALL SORTS, TO RUN PIPES, LINES, WIRES, MAINS, DUCTS, CONDUITS, VENTS AND RELATED EQUIPMENT AND FACILITIES THROUGH THE FLOOR AND TO MAINTAIN AND REPAIR THE SURFACE OF THE FLOOR AS WELL AS EASEMENTS FOR LATERAL AND SUBJACENT SUPPORT FOR THE IMPROVEMENTS TO BE CONSTRUCTED ON PARCEL ONE (1), AND ALL OTHER EASEMENTS AS DESCRIBED IN THE RECIPROCAL EASEMENT AGREEMENT RECORDED NOVEMBER 30, 1998, IN BOOK 981130 AS DOCUMENT NO. 04695 OF OFFICIAL RECORDS.

ATTACHMENT 2

LEASEHOLD INTEREST

Copy of Lease By and Between

FAEC HOLDINGS WIRRULLA, LLC (Landlord)

and

LIGHTS OUT, LLC dba BANGER BREWING LAS VEGAS, LLC. (Tenant)

is on file with the City of Las Vegas – Economic and Urban Development

ATTACHMENT 3

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1.	**Remove Existing Sign**	**$300**
2.	**Install Blade Sign**	**$12,985**
3.	**Vinyl Lettering reading "Banger Brewing"**	**$570**
4.	**Electrical Circuits, wiring, J-boxes, time clocks**	**$2,000**
	TOTAL ESTIMATED PROJECT COSTS	**$15,855**

Maximum Reimbursement for CVIP Grant **$8,000.00**

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will be completed within 180 days after approval of Agreement load.

ATTACHMENT "4"

DISCLOSURE OF PRINCIPALS

SEE ATTACHED

Please Print Legibly

VIP Disclosure of Ownership/Principals

Real Property - Page 1 of 2

VIP Contracting Entity Information

Name FAEC Holdings Wirrulla LLC

Mailing Address 450 Fremont Street, #285

Business Phone 702-232-8313 (Loraine Kusuhara)

Tax ID or Social Security Number NV BUS ID # NV20061051034

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
DHARMESH BHANABHAI	450 Fremont Str, #285	702-232-8313
Managing Member	Las Vegas, NV 89101	(Loraine Kusuhara)

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 VIP Disclosure of Ownership/Principal

Date of Attached Document _____

Number of Pages 2

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 2/5/15

State of Nevada
County of Clark

This instrument was acknowledged before me on

02/05/2015 (date) by

Dharmesh Bhanabhai (name of person)

Penny Gannon
Notary Public

PENNY GANNON
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 09-14-15
Certificate No: 11-5859-1

Please Print Legibly

VIP Disclosure of Ownership/Principals

VIP Contracting Entity Information

Name Nick Fischella

Mailing Address 450 Fremont Suite #135 Las Vegas, NV 89101

Business Phone 702-456-2739

Tax ID or Social Security Number 90-0902376

Type of Business

Sole Proprietor_____ Partnership_____ Limited Liability Company_X_ Corporation_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the business.

Full Name & Title	Business Address	Business Phone
Lights Out LLC	450 Fremont St. Suite #135 Las Vegas NV 89101	702-456-2739
Fat MD Barrage Brewing IG	302 Casson Ave Suite #200 Las Vegas NV 89101	
Barrage Holdings	769 Basque Way Suite #300 Carson City, NV 89706	
Samphal Premises LLC	5640 W. Post Rd. Las Vegas, NV 89118	

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 _____

Date of Attached Document _____

Number of Pages _____

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 2-5-15

State of Nevada
County of Clark

This instrument was acknowledged before me on

February 5, 2015 (date) by

Nicholas A. Fischella (name of person)

_____
Notary Public

HEATHER L. BROOKS
Notary Public-State of Nevada
APPT. NO. 14-15254-1
My App. Expires December 01, 2018

ATTACHMENT "5"

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

SEE ATTACHED

Please Print Legibly

VIP Participant Affidavit and Employment Plan

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Nick Fiscella, 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 Bang Brewing Las Vegas, 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 450 Fremont St. LV, NV 89101 ("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. NA (initial)

b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. N (initial)

c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. N (initial)

d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. NA (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 February, 2015.

Authorized Signature: [signature]

SIGNED AND SWORN TO before

me this 5th day of February, 2015, by Nicholas A. Fischella

NOTARY PUBLIC
My Commission Expires:
December 01, 2018

HEATHER L. BROOKS
Notary Public-State of Nevada
APPT. NO. 14-15254-1
My App. Expires December 01, 2018

Public Purpose/Impact Analysis Report
NRS 279.486

City Council/Redevelopment Agency Meeting
May 6, 2015

Title of Project: **Commercial Visual Improvement Program Grant**

Sponsor/Developer: **Banger Brewing Las Vegas, LLC**

Address Of Project: **450 Fremont Street, Suite 135**

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:

Banger Brewing Las Vegas, LLC is an existing company who was able to utilize the Quick Start Program back in 2014. Since their opening Slotzilla was completed and blocks sight lines and visibility to their establishment. Banger Brewing's current sign lacks illumination and is starting to fade from exposure to the sun despite being told it was an indoor/outdoor sign. They are proposing to upgrade the existing sign on their silo while also installing a new neon blade sign with running lights to tie into the neon theme of Neonopolis and Las Vegas Boulevard.

What is the amount of Private Investment and who is providing it?

Approximately $15,855 provided through the business owner's equity

What is the amount of Public Investment and who is providing it?

Not to Exceed $8,000 by the City of Las Vegas Redevelopment Agency

How many Direct Jobs will be Created? 0

How many Indirect Jobs will be Created? 0

How many Direct Jobs will be Retained? 7.5

Quantitative Economic Benefits:

$15,855 of labor and material expended in the Redevelopment Area during renovations. Because this is an existing business no new economic impact is expected except for the retention of the current business and its employees.

Total Direct Economic Impact:

$15,855 in renovations.

Total Indirect Economic Impact:

None.

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 BANGER BREWING LAS VEGAS, LLC (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, BANGER BREWING LAS VEGAS, LLC (the "PARTICIPANT") has a lease hold interest for real property and improvements located at 450 Fremont Street, Suite 135, and which parcel(s) is commonly known as APN 139-34-513-002 (the "Site"); and

WHEREAS, BANGER BREWING LAS VEGAS, LLC (the "PARTICIPANT") is a tenant on the real property located at 450 Fremont Street, Suite 135 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, Chairman

ATTEST:

_____
SECRETARY

APPROVED AS TO FORM:

J. Pinticello 4/6/15
Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2015, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and BANGER BREWING LAS VEGAS, LLC. ___ ("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 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 Agency's Commercial Visual Improvement Program ("Commercial VIP"), the Agency agrees to rebate a portion of the cost of Pre-approved Qualified Exterior Improvements on qualifying commercial properties located within the Redevelopment Area of the City of Las Vegas, up to a maximum of one-half (1/2) of the approved contract cost of such improvements or Eight Thousand dollars and 00/100's ($8,000), whichever is lesser; and

WHEREAS, the PARTICIPANT desires to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreement contained herein, the AGENCY and PARTICIPANT do hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference (the "Property" or "Site"). Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 South Main Street, 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 PARTICIPANT warrants it has a valid and binding leasehold interest in (as defined hereinafter), the Site and as demonstrated by Attachment " 2 ", "Proof of Ownership or

Agreement, includes not only the PARTICIPANT as identified in the opening paragraph of this Agreement, but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the PARTICIPANT individually may be referred to as "party" or collectively as "parties" hereinafter.

SECTION 3: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The 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. Within 30 days of execution of this Agreement by the Agency, PARTICIPANT agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site,-pursuant to the plans and other documents submitted by PARTICIPANT and approved by Agency in accordance with the CVIP Guidelines. PARTICIPANT shall complete the improvements within 180 days of commencement of work. 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 PARTICIPANT a minimum of twenty-four (24) hours written, advance notice prior to entering the Site.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the PARTICIPANT in compliance with NRS 279.478 must obtain three (3) or more competitive bids from properly licensed contractors. If the PARTICIPANT is unable to obtain (3) or more competitive bids, the PARTICIPANT shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: 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: Economic & 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 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 PARTICIPANT to make changes to the proposed Scope of Work.

SECTION 6: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The 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 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 PARTICIPANT from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP 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 Commercial VIP

SECTION 9: 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 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 PARTICIPANT would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the PARTICIPANT pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 5 " and by this reference made a part hereof.

The 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 PARTICIPANT, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the 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 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 PARTICIPANT 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, PARTICIPANT warrants that it has disclosed, on the Disclosure of Principals form attached hereto as Attachment " 4 " and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in PARTICIPANT or any principal member of PARTICIPANT. Throughout the term hereof, 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 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 PARTICIPANT Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the 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 PARTICIPANT agrees to return any and all Agency Funds heretofore paid to the 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 PARTICPANT shall entitle the Agency to sue the PARTICPANT 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 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 " 5 " 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 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.

SECTION 19: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2015 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2015.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIRMAN
"Agency"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ATTEST:

_____

BANGER BREWING LAS VEGAS, LLC.

By: _____

Its: _____

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
ATTACHMENT " 5 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

File No. 97-09-1629 RMG Policy No. A60-182395

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL ONE (1):

A PORTION OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 34, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B.&M., IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AIR RIGHTS IN AND TO LOT 1 OF NEONOPOLIS, A COMMERCIAL SUBDIVISION, FILED IN BOOK 087 OF PLATS PAGE 035 IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY BEING FURTHER DESCRIBED AS FOLLOWS:

BLOCK 34 OF "CLARKS LAS VEGAS TOWNSITE" AS SHOWN ON PLAT BOOK 1, PAGE 37 LYING ABOVE THE VARIOUS LOT ELEVATIONS AS SHOWN ON THE RECORD OF SURVEY DESCRIBED BELOW AND A VARIABLE SLOPE ELEVATION IN THE SD (SERVICE DOCK) LOT FROM 2009.50 FEET TO 2007.20 FEET FOR CURBING, DRIVEWAY AND PLANTER AREAS TO MEET EXISTING GRADE ON OGDEN AVENUE, THE SAME AS DELINEATED ON A RECORD OF SURVEY FILED IN FILE 098 OF SURVEYS PAGE 0089 RECORDED ON NOVEMBER 30, 1998 IN BOOK 981130 AS DOCUMENT NO. 04693, OFFICIAL RECORDS OF SAID COUNTY.

PARCEL TWO (2):

A PERPETUAL NONEXCLUSIVE EASEMENT APPURTENANT TO PARCEL ONE (1) ABOVE FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS ON THAT PORTION OF THE SUBTERRANEAN GARAGE PARCEL WHICH IS NOW OR HEREAFTER IMPROVED AS DRIVEWAYS, STAIRWAYS AND OTHER VEHICULAR AND PEDESTRIAN THOROUGHFARES; A PERPETUAL EXCLUSIVE RIGHT AND EASEMENT APPURTENANT TO PARCEL ONE (1) TO USE THE TOP DECK OF THE SUBTERRANEAN GARAGE AS THE FLOOR OF THE LOWER LEVEL OF PARCEL ONE (1); TO JOIN TO, TO OBTAIN SUBSTANTIAL LOAD BEARING SUPPORT FROM, TO PAINT, TILE OR OTHERWISE SURFACE, TO REMOVE SURFACING FROM, AND TO RESURFACE THE FLOOR, TO SUPPORT WIRING, UTILITIES AND FIXTURES OF ALL SORTS, TO RUN PIPES, LINES, WIRES, MAINS, DUCTS, CONDUITS, VENTS AND RELATED EQUIPMENT AND FACILITIES THROUGH THE FLOOR AND TO MAINTAIN AND REPAIR THE SURFACE OF THE FLOOR AS WELL AS EASEMENTS FOR LATERAL AND SUBJACENT SUPPORT FOR THE IMPROVEMENTS TO BE CONSTRUCTED ON PARCEL ONE (1), AND ALL OTHER EASEMENTS AS DESCRIBED IN THE RECIPROCAL EASEMENT AGREEMENT RECORDED NOVEMBER 30, 1998, IN BOOK 981130 AS DOCUMENT NO. 04695 OF OFFICIAL RECORDS.

ATTACHMENT 2

LEASEHOLD INTEREST

Copy of Lease By and Between

FAEC HOLDINGS WIRRULLA, LLC (Landlord)

and

LIGHTS OUT, LLC dba BANGER BREWING LAS VEGAS, LLC. (Tenant)

is on file with the City of Las Vegas – Economic and Urban Development

ATTACHMENT 3

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1.	**Remove Existing Sign**	**$300**
2.	**Install Blade Sign**	**$12,985**
3.	**Vinyl Lettering reading "Banger Brewing"**	**$570**
4.	**Electrical Circuits, wiring, J-boxes, time clocks**	**$2,000**
	TOTAL ESTIMATED PROJECT COSTS	**$15,855**

Maximum Reimbursement for CVIP Grant **$8,000.00**

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will be completed within 180 days after approval of Agreement load.

ATTACHMENT "4"

DISCLOSURE OF PRINCIPALS

SEE ATTACHED

Please Print Legibly

VIP Disclosure of Ownership/Principals

Real Property - Page 1 of 2

VIP Contracting Entity Information

Name FAEC Holdings Wirrulla LLC

Mailing Address 450 Fremont Street, #285

Business Phone 702-232-8313 (Loraine Kusuhara)

Tax ID or Social Security Number NV BUS ID # NV20061051034

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
DHARMESH BHANABHAI	450 Fremont Str, #285	702-232-8313
Managing Member	Las Vegas, NV 89101	(Loraine Kusuhara)

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 VIP Disclosure of Ownership/Principal

Date of Attached Document _____

Number of Pages 2

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 2/5/15

State of Nevada
County of Clark

This instrument was acknowledged before me on

02/05/2015 (date) by

** Dharmesh Bhanabhai ** (name of person)

Penny Gannon

Notary Public

PENNY GANNON
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 09-14-15
Certificate No: 11-5859-1

Please Print Legibly

VIP Disclosure of Ownership/Principals

VIP Contracting Entity Information

Name Nick Fischella

Mailing Address 450 Fremont Suite # 135 Las Vegas, NV 89101

Business Phone 702-456-2739

Tax ID or Social Security Number 90-0902376

Type of Business

Sole Proprietor_____ Partnership_____ Limited Liability Company_X_ Corporation_____

Disclosure of Ownership/Principals

In the space below, the Contracting Entity must disclose all persons or entities holding more than one percent ownership interest in the business.

Full Name & Title	Business Address	Business Phone
Lights Out LLC	450 Fremont St. Suite #135 Las Vegas NV 89101	702-456-2739
Fat MD Barrage Brewing 16	302 Carson Ave Suite #200 Las Vegas NV 89101	
Barrage Holdings	769 Basque Way Suite #300 Carson City, NV 89706	
Scrapbook Premises LLC	5610 W. Post Rd. Las Vegas, NV 89118	

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 _____

Date of Attached Document _____

Number of Pages _____

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 2-5-15

State of Nevada
County of Clark

This instrument was acknowledged before me on

February 5, 2015 (date) by

Nicholas A. Fischella (name of person)

_____
Notary Public

HEATHER L. BROOKS
Notary Public-State of Nevada
APPT. NO. 14-15254-1
My App. Expires December 01, 2018

ATTACHMENT "5"

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

SEE ATTACHED

Please Print Legibly

VIP Participant Affidavit and Employment Plan

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Nick Fiscella, 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 Banger Brewing Las Vegas, 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 450 Fremont St. LV, NV 89101 ("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. NB (initial)

b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. N (initial)

c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. N (initial)

d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. NB (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 February, 2015.

Authorized Signature: [signature]

SIGNED AND SWORN TO before

me this 5th day of February, 2015, by Nicholas A. Fischella

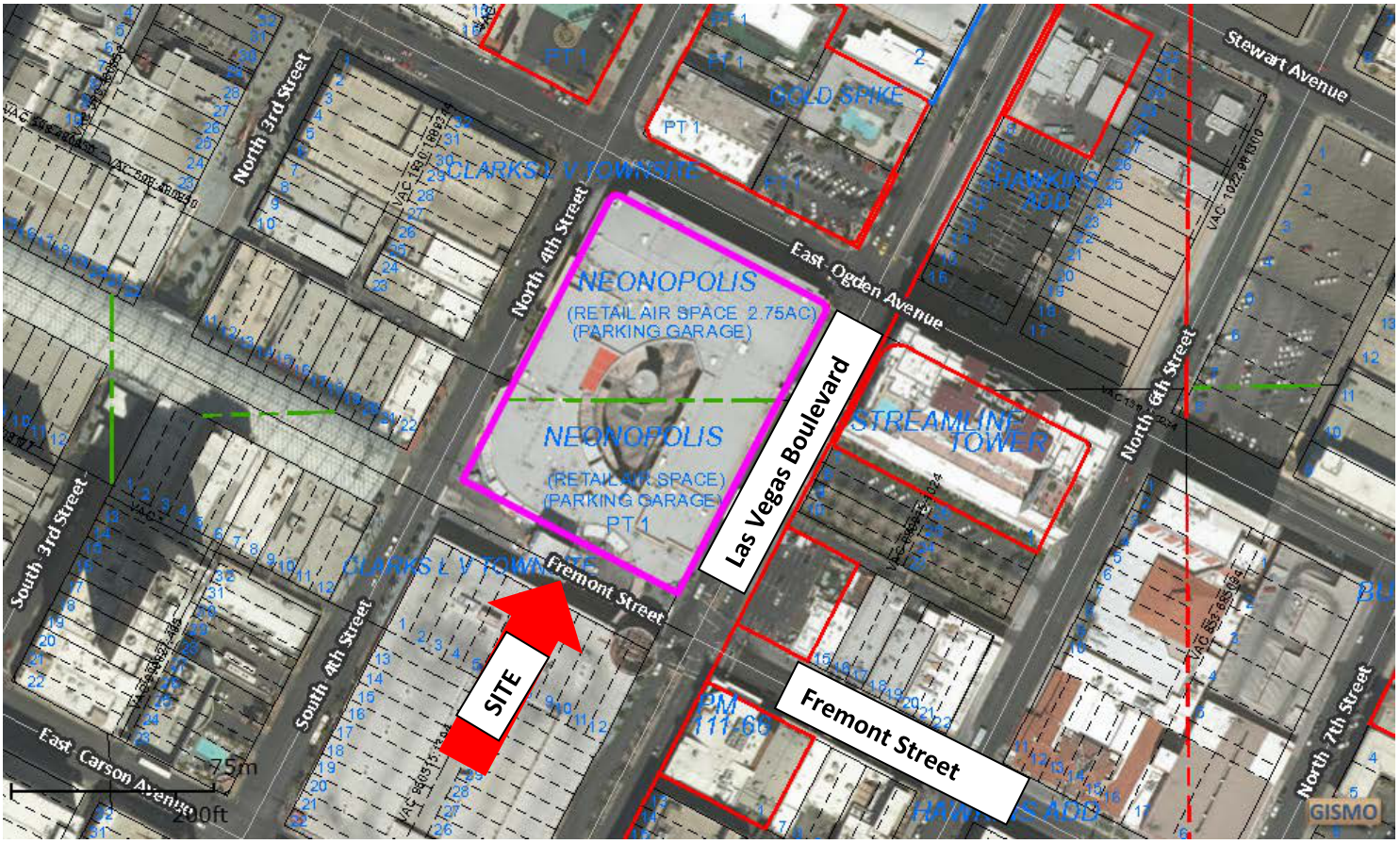
NOTARY PUBLIC
My Commission Expires:
December 01, 2018

HEATHER L. BROOKS
Notary Public-State of Nevada
APPT. NO. 14-15254-1
My App. Expires December 01, 2018

SITE MAP

450 FREMONT STREET, SUITE 135

BANGER BREWING LAS VEGAS, LLC



City of Las Vegas Agenda Item No.: **36.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
RESOLUTIONS:

R-27-2015 - For possible action to approve a Resolution in support of Nevada Wildfire Awareness Month, May 2015 - All Wards

Fiscal Impact

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

PURPOSE/BACKGROUND:
On May 21, 2014, the City Council approved a resolution in support of Nevada Wildfire Awareness Month at the request of the Nevada League of Cities and Municipalities (League) Board of Directors. The League has requested a similar resolution be considered by its member cities this year. This Resolution explains how wildfire significantly impacts Nevada's environmental, economic and social well-being. This year's theme "Improve Your Odds - Prepare for Wildfire" calls for residents of each city to educate themselves and take action to reduce the wildfire threat to their homes and help their community move toward becoming a fire adapted community. Mayor Pro Tem Ross (Ward 6) and Councilman Barlow (Ward 5) are on the Board of Directors of the Nevada League of Cities and Municipalities.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
Resolution No. R-27-2015

RESOLUTION NO. R-27-2015

RESOLUTION IN SUPPORT OF
NEVADA WILDFIRE AWARENESS MONTH - MAY 2015

WHEREAS, wildfire significantly impacts Nevada's environmental, economic and social well-being; and

WHEREAS, residents of Nevada's fire-prone communities need to accept responsibility for living in high fire-hazard areas; and

WHEREAS, residents of Nevada's cities and municipalities must be encouraged to move from the expectation of being protected from wildfire to the understanding that they must be prepared to survive wildfire; and

WHEREAS, such residents will need to acquire the knowledge and skills necessary to take action to prepare their homes to survive wildfire.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS to support the month of May 2015 as Nevada Wildfire Awareness Month and this year's theme "Improve Your Odds – Prepare for Wildfire" as a means for education and a call for residents of the City and surrounding areas to take action to help reduce the wildfire threat to the community and help the community move toward becoming a Fire Adapted Community.

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 4-21-15
Val Steed, Date
Deputy City Attorney

City of Las Vegas Agenda Item No.: **37.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
Report from Cole Mortensen, Assistant Chief, Project Management, Nevada Department of Transportation, regarding Project NEON which will extend along I-15 from Sahara Avenue to the US-95 and I-15 Interchange - 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:
Project NEON will consist of a High-Occupancy Vehicle (HOV) connector between the existing HOV lanes on US-95 and the existing express lanes on I-15, direct HOV access ramps at Wall Street, reconstruction of the Charleston Boulevard Interchange, a new connection from I-15 to Alta Drive, the Grand Central Parkway/Industrial Road connection over the Union Pacific Rail Road (UPRR), and the Grand Central Parkway connection to Charleston Boulevard. This presentation will provide the Mayor, City Council and the citizens of Las Vegas with the status, time lines and contractual obligations of Project NEON.

RECOMMENDATION:
Report only; no action required

BACKUP DOCUMENTATION:
None

City of Las Vegas Agenda Item No.: **38.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
Discussion for possible action regarding the submittal of the City of Las Vegas 2015-2020 Consolidated Plan to the Department of Housing and Urban Development (HUD) - All Wards

Fiscal Impact

☒ **No Impact** ☐ **Augmentation Required**
☐ **Budget Funds Available**
Amount:
Funding Source: HUD/State Funds
Dept./Division: Office of Community Services/Community Services

PURPOSE/BACKGROUND:
In order to receive federal and state funds for housing, homeless, and community development activities, the city of Las Vegas must submit a Consolidated Plan to HUD no later than May 15, 2015. The Consolidated Plan outlines activities that will be undertaken by the City of Las Vegas for the period of July 1, 2015 through June 30, 2020 (HUD's Fiscal Year 19). Funding sources include CDBG, ESG, HOME and HOPWA funds from HUD and Low Income Housing Trust Funds and State HOME from State of NV Housing Division.

RECOMMENDATION:
Staff recommends to approve, adopt, and authorize submittal of the city of Las Vegas 2015-2020 Consolidated Plan to HUD, including consideration of public comment as required by HUD.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. City of Las Vegas 2015-2020 Consolidated Plan and Action Plan Draft

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2015
DEPARTMENT: OFFICE OF COMMUNITY SERVICES
ITEM DESCRIPTION: Discussion for possible action regarding the submittal of the City of Las Vegas 2015-2020 Consolidated Plan to the Department of Housing and Urban Development (HUD) - All Wards

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The Consolidated Plan, which must be submitted to HUD, outlines the housing, homeless, and community development activities for the use of HUD funds that will be undertaken by the City for the period of July 1, 2015 through June 30, 2020.

The Consolidated Plan describes the projects and programs identified through community surveys and meetings and Council direction. Additional recommendations are received by the Community Development Recommending Board (CDRB).

Staff is requesting authorization to submit the city of Las Vegas 2015-2020 Consolidated to HUD, including consideration of public comment as required by HUD.

The City will receive the following HUD funding:

- Community Development Block Grant (CDBG)
- Emergency Shelter Grant (ESG)
- HOME Investment Partnerships (HOME)
- Housing Opportunities for Persons With AIDS (HOPWA)
    - State of Nevada HOME
    - State of Nevada Low Income Housing Trust Funds (LIHTF)

Citizen Participation:

- City staff distributed and received public surveys that identified the types of activities and programs residents desired to be undertaken with federal funds.
- The Community Development Recommending Board (CDRB) also held 5 public meetings for their portion of the FY 15/16 funding process.

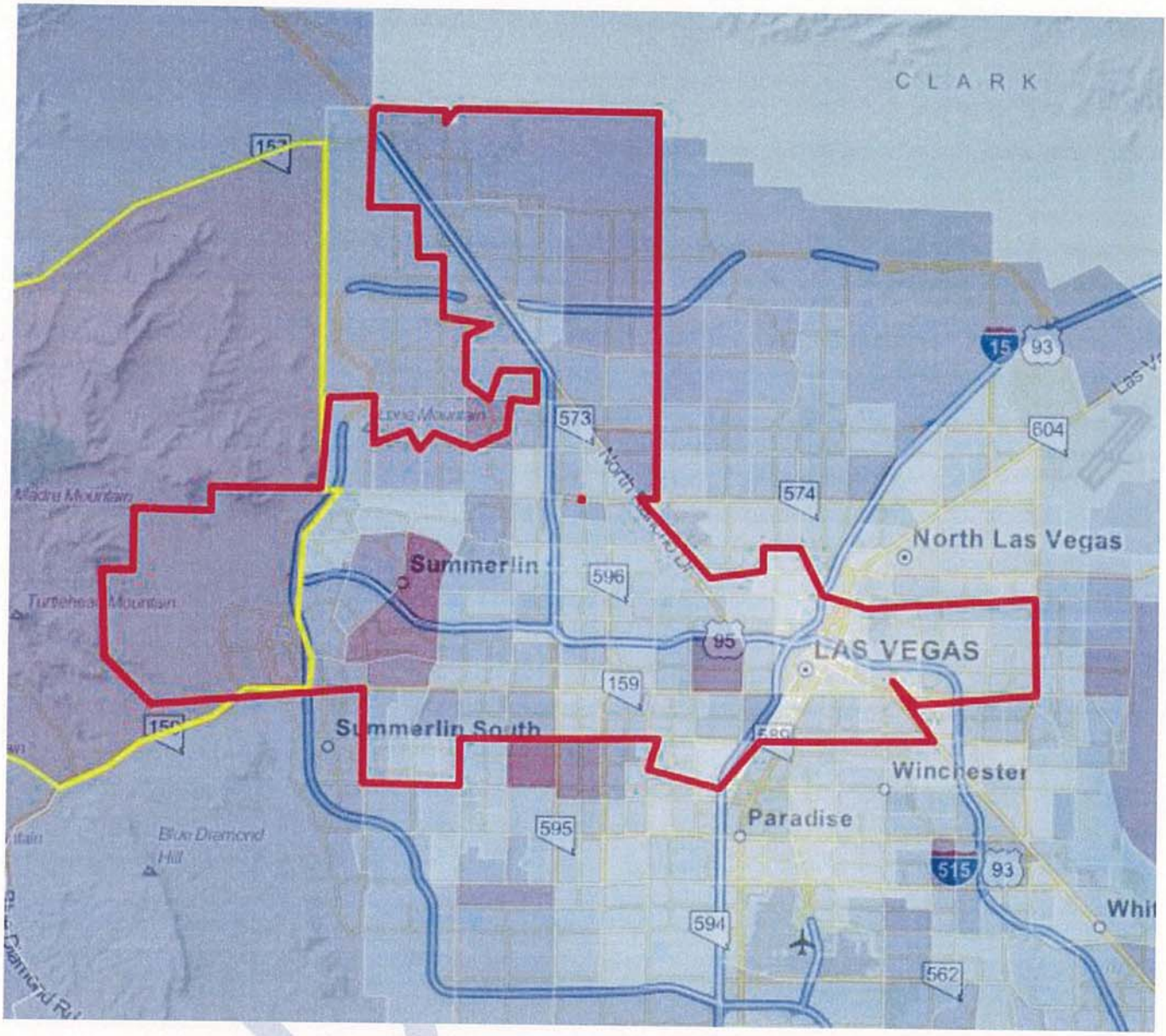
Public Notice:

- The public notice of the Draft Consolidated Plan was published on April 5, 2015 in the Las Vegas Review-Journal.
- The public notice states that copies of the draft plan will be available for a 30-day public review and comment period until May 5, 2015, from the city of Las Vegas Office of Community Services, 495 S. Main, 5th Floor, Las Vegas, Nevada.
- A summary of the public comments received and the City's responses to the public comments will be included in the final plan to be submitted to HUD before May 15, 2015.
- It is expected that HUD will approve the City's Action Plan by mid June 2015. It is expected that HUD will approve the City's Consolidated Plan by mid June 2015.

City of Las Vegas
2015-2020 Consolidated Plan & Action Plan

CITY OF LAS VEGAS
COMMUNITY
SERVICES

Prepared by the Office of Community Services
April 21, 2015
DRAFT



Source: www.city-data.com/city/Las-Vegas-Nevada.html (Median household income)

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Five-Year Consolidated Plan is submitted to the U.S. Department of Housing and Urban Development (HUD) and serves as the planning tool for jurisdictions funded under the Community Planning and Development (CPD) formula to include grant programs. The formula grant programs guided by the Consolidated Plan consist of the following: Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), Housing Opportunities for Persons with AIDS (HOPWA) and the Emergency Solutions Grant (ESG) program.

The Five-Year Consolidated Plan provides an assessment of the housing and community development needs in the city of Las Vegas; a strategic plan for addressing these needs; and a specific one year Action Plan for the use of the U.S. Department of Housing and Urban Development formula grants funds. The Five-Year Plan is a document submitted to HUD with the intention of serving as a forecast instrument utilized to identify the comprehensive housing affordability strategy and as a community development plan for jurisdictions funded under the Community Planning and Development formula.

Briefly stated, the 2015-2020 Consolidated Plan is a detailed illustration of community development needs in the city of Las Vegas and includes an analysis and inventory of community services; proposed funding to respond to community issues; and goals with objectives to address community priorities. To summarize, the Consolidated Plan serves the following functions:

- A planning document for the jurisdiction
- An application for federal funds under HUD's formula grant programs
- A strategy to be followed in carrying out HUD programs
- An action plan that provides a basis for assessing performance

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The objectives of our Consolidated Plan funding are to target homeless, youth, seniors, special needs populations, low and moderate-income residents, and low and moderate-income residential areas. The HOPWA program plans to target eligible persons and activities in the Paradise EMSA (Eligible Metropolitan Statistical Area) which encompasses all jurisdictions within Clark County. The City plans to coordinate its programs and projects with other local jurisdictions, non-profit organizations, the private sector, and State and Federal programs.

3. Evaluation of past performance

The city of Las Vegas reports its progress in meeting the five-year and annual goals every year in the Consolidated Annual Performance and Evaluation Reports (CAPERS), which have revealed a steady record of excellent performance in the use of the Entitlement funds.

Over the past four years, the City and its partnering agencies, leveraged over $61 million dollars in conjunction with our entitlement funds to provide services to our low and moderate-income citizens to serve approximately: 96,428 CDBG Public Service recipients, 43,456 homeless through ESG, 1,095

persons with HIV/AIDS and their family members with housing assistance, and 3,651 clients and 308 beneficiaries received supportive services. HOME provided tenant-based rental assistance to 418 families. We had 1,113 units of affordable housing for families (472) and seniors (641) open with HOME, LIHTF and local RDA funds.

The City uses ESG, HOME, HOPWA and CDBG funds, leveraged by Continuum of Care and other funds, to provide services and housing for homeless persons. A combination of CDBG, HOME, Redevelopment Set Aside and Low Income Housing Trust funds are used to further the City's goals of affordable rentals and decent, safe and sanitary housing for low income families.

The City continues to seek input from our community partners, the citizens we serve, our leadership and staff to provide the greatest assistance for our community with much needed programs to provide self-sufficiency and services.

4. Summary of citizen participation process and consultation process

The draft 2015-2020 Consolidated Plan was made available to the public through advertisement in local newspapers on April 5, 2015 for a 30-day public review and comment period. The draft plan was made available for review in print form at the Office of Community Services and via the City's website on the Office of Community Services webpage. The final plan will be made available to the public on the City's website at www.lasvegasnevada.gov and in print form at the Office of Community Services. The City's public hearing on the plan was held on May 6, 2015.

Many components of the Consolidated Plan were built on prior plans and strategies generated through regional and jurisdictional processes (for instance, the Sustainable Communities Initiatives of Southern Nevada Strong and the Regional Analysis of Impediments). Each of these "feeder" plans contain their own public input and comment process.

5. Summary of public comments

For a summary of public comments please refer to the Citizen Participation section of this plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

For a summary of comments please refer to the Citizen Participation section of this plan.

7. Summary

The of Las Vegas 2015-2020 Consolidated Plan aims to make a positive difference in the quality of life and opportunities for low income individuals and families. The objective of this plan is to improve the quality of life of low income residents by supporting efforts including, educational initiatives, neighborhood revitalization, and eliminating homelessness.

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The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	LAS VEGAS	Office of Community Services
CDBG Administrator	LAS VEGAS	Office of Community Services
HOPWA Administrator	LAS VEGAS	Office of Community Services
HOME Administrator	LAS VEGAS	Office of Community Services
ESG Administrator	LAS VEGAS	Office of Community Services
LIHTF Administrator	LAS VEGAS	Office of Community Services

Table 1 – Responsible Agencies

Narrative

The city of Las Vegas, Office of Community Services (OCS), is the lead agency for the development of the Consolidated Plan and the administration and management of Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), Housing Opportunities for Persons with AIDS (HOPWA), Home Investment Partnership (HOME), Low-Income Housing Trust Fund (LIHTF) and the remainder of the Neighborhood Stabilization Program (NSP1) funding.

Consolidated Plan Public Contact Information

Questions concerning the Consolidated Plan may be directed to:
Kathi Thomas-Gibson
Community Resources Manager
Office of Community Services
495 S. Main Street, Las Vegas, NV 89101
kgibson@lasvegasnevada.gov
702.229.6298

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PR-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The city of Las Vegas consults with housing, social services and other agencies to better respond to the respective needs of low/moderate income residents. Because the City does not have the resources to completely revitalize neighborhoods on its own, it seeks creative ways to coordinate services and to bring groups together in order to make a difference within these areas. Leveraging of resources and partnerships with other City and County agencies, social service providers, foundations, other neighborhood-based organizations, the faith based community, colleges and universities and private developers are critical components of this strategy.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The city of Las Vegas and the Office of Community Services work with public, private and regional efforts to meet the needs of the community. In order to enhance coordination between housing providers and other community development stakeholders, the City participates in numerous boards/meetings/committees including: the Southern Nevada Regional Planning Coalition (SNRPC) and its various committees; the Southern Nevada Homelessness Continuum of Care (SNH CoC), and the Southern Nevada Consortium Meetings. These collaborations with various organizations bring together local government jurisdictions, the Regional Transportation Commission, the Clark County School District, the Metropolitan Police Department, Southern Nevada Adult Mental Health Services, and Southern Nevada Regional Housing Authority, among others.

Throughout any given year, City and OCS staff participate in hundreds of meetings, attend dozens of informational conferences or workshops, and speak directly to representatives of multiple agencies and entities throughout Southern Nevada to consider collaborations, new projects, services, or simply to share and/or request information. This ongoing communication is essential to the collaborative nature of community development. Some of the entities we have coordinated with are listed below:

Homeless Services: Southern Nevada Homeless Continuum of Care, Nevada Homeless Alliance
Social Services: United Way Emergency Food and Shelter Board, Ryan White Planning Council, Clark County Social Services
Housing: Southern Nevada Regional Housing Authority, Nevada HAND, Community Development Program Center of Nevada,
Health Services: Southern Nevada Health District, Nevada Health Centers, Southern Nevada Adult Mental Health
Veteran Needs: US Vets, Help USA, Veterans Administration
Education: Clark County School District, University of Nevada Las Vegas, My Brother's Keeper, Downtown Achieves
Local Jurisdictions: Cities of Henderson, North Las Vegas, Boulder City and Clark County

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

It has been recognized that Southern Nevada is ahead of most other communities throughout the country in creating a regional collaboration on homelessness issues, while respecting the individual political entities. As a result, the regional structure recognizes the initial regional framework designed

by the SNRPC in 2003, while incorporating the rules and regulations enacted through the HEARTH Act and the CoC Program in 2009; hence the re-authorization of the SNRPC CoH and CoC into one cohesive structure in 2014, known as the Southern Nevada Homelessness Continuum of Care and the Southern Nevada Homelessness Continuum of Care Board (SNH CoC Board). The SNH CoC Board oversees the Continuum of Care (CoC) including, the identification of homeless issues, gaps in services, coordination of the allocation of funds, and the development and biannual evaluation of HELP HOPE HOME, Southern Nevada's Regional Plan to End Homelessness. Activities of the SNH CoC Board include yearly strategic planning, the annual homeless census, regional coordination, inclement weather shelter, HMIS, system evaluation, HEARTH Act implementation and other activities. Its members include the directors of Clark County Social Service, Neighborhood Services for the Cities of Las Vegas, North Las Vegas and Henderson; the Veterans Administration; the Nevada Homeless Alliance, the Southern Nevada Adult Mental Health Services, the Clark County School District Title I HOPE, the Chief of the Las Vegas Metropolitan Police Department, MGM Resorts, and the City of Boulder City. In turn, the SNH CoC implements the Continuum of Care Evaluation Working Group (SNH CoC working subgroup), whose members represent a great cross-section of stakeholders determined to end homelessness, including well versed, experienced representatives from public and private agencies, who bring a wealth of experience in public policy/administration, homeless services, domestic violence and other sub-populations of homelessness.

The SNH CoC working subgroup oversees the planning, operations and activities of the CoC. They develop the updates to and ensure compliance with the regional 10-year strategic plan through: monitoring of performance measures and outcomes; conducting the services and housing gaps analysis; planning for the Point-In-Time count (PIT) of the homeless population; reviewing/ recommending potential CoC projects; submission of the CoC application; HEARTH implementation and any other activities under the CoC. The city of Las Vegas, Clark County and the City of North Las Vegas staff are active participants in the SNH CoC working subgroup with the ESG program a standing item on the agenda. All CoC meetings are open to the public and providers or interested parties are encouraged to volunteer for appropriate subgroups representing specific populations. The Southern Nevada Housing and Homeless Plan includes all of the jurisdictions that make up Southern Nevada and outlines goals and strategies to guide local governments in funding, developing and supporting homeless services. This plan is included in the consolidated plan for each jurisdiction.

Chronically Homeless Individuals

Southern Nevada participated in the 100,000 Homes campaign and successfully housed 281 chronically homeless and veteran households. In an effort to continue that momentum, the SNH CoC working subgroup prioritized funding for the Chronically Homeless (CH) with 77 new CH beds created through the 2013 CoC application process. The VA has dedicated five beds per month through turnover to CH veterans and recently received news that 87 additional HUD-VASH vouchers will be awarded. The CoC has received funding through the State as a sub-recipient of a Substance Abuse and Mental Health Services Administration (SAMHSA) grant, the Cooperative Agreement to Benefit Homeless Individuals (CABHI), for 70 chronically homeless dually diagnosed (substance abuse and mental health problems) clients per year for 3 years with new housing dollars being identified through the local jurisdictions. Of the non-CoC funded programs, 200 of the turnover beds are dedicated to the CH.

The Southern Nevada Continuum of Care was invited to participate in a national initiative to end veteran and chronic homelessness by 2015 as one of 25 cities across the nation to lead this effort. The 25 Cities Initiative is sponsored by the US Department of Veteran Affairs, the US Department of

Housing Urban Development, and the US Interagency Council on Homelessness. These three agencies are partnering with the SNH CoC Board in opening the door for innovation and partnership in identifying, assessing, and matching housing with homeless persons in our communities. The initial efforts will focus on the development of a Coordinated Intake system, ensuring that those seeking homeless services engage in the appropriate housing solution in an expedited manner.

Families with Children

The HELP HOPE HOME Plan to End Homelessness has a local priority to end family homelessness. The strategic use and creation of Rapid Re-Housing (RRH) units for families will make progress toward achieving this goal. The CoC received funding for 22 RRH units for families in the 2012 CoC application, and in 2013 created 72 new units for families through reallocation of other funding. In 2014, CoC funding providing the continuation of 70 units of permanent supportive housing for families, added 25 units of permanent supportive housing for families, the continuation of 15 units of transitional housing and provided for the continued funding to support 41 units of rapid rehousing for families.

The CoC and the cities of Las Vegas, North Las Vegas, and Henderson, Clark County, as well as, local providers share responsibility to target households with children using RRH when appropriate.

Youth

The CoC includes members and population experts from the community who are invited to participate in these subgroups. For example, the homeless youth working group consists of all homeless youth providers as well as other programs in the community that works with the homeless youth subpopulation. The CoC will continue to focus on reaching out to homeless youth through the existing infrastructure which includes "Project Safe Place" to get immediate assistance to homeless youth, shelter, transitional housing, permanent housing and supportive services.

Veterans

Along with the Veteran's Administration (VA), the CoC has been extremely successful in using HUD-VASH vouchers to house chronically homeless and homeless veterans. Over 300 HUD-VASH vouchers are available to the community and administered by the SNRHA, with supportive services provided by the VA.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

All ESG recipients in the CoC's geographic area have representation that sits on the SNH CoC working subgroup. ESG is a standing item on the SNH CoC working subgroup monthly meeting agenda, where ESG grantees provide information on allocation of ESG funds, work with the SNH CoC working subgroup to develop performance standards and report on subrecipient monitoring. The SNH CoC working subgroup also reviews and approves the ESG written standards, which are updated through discussions with subrecipients, and provides the funding priorities to the ESG allocations committees which are then approved by their respective boards and councils. All ESG subrecipients are required to participate in HMIS and the data gathered is shared with the SNH CoC working subgroup. ESG grantees work with the SNH CoC working subgroup to ensure collaboration, non-duplication of services and maximum use of resources. All HMIS administration policies and procedures are reviewed and approved by the SNH CoC working subgroup.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

1. Southern Nevada Strong
   Type: Regional Sustainability Planning Initiative (Other)
   Section: Housing Needs Assessment, Public Housing Needs, Non-Homeless Special Needs, Market Analysis,
   Description: The city of Las Vegas partnered with Southern Nevada Strong (SNS) as part of a regional planning initiative. SNS is a Regional Plan that integrates good jobs with a wide range of housing options located near transit throughout Southern Nevada. This federally-recognized regional plan is the result of three years of in-depth research and community engagement that examined issues facing our community and offers collaborative solutions to improve Southern Nevada's quality of life and economic competitiveness. The Plan addresses specific goals, objectives and strategies for land use, housing, transportation, economic development and education, and the environment, among other topics.

2. Southern Nevada Regional Housing Authority
   Type: Countywide Public Housing Agency (PHA)
   Section: Public Housing Needs, Non-Homeless Special Needs,
   Description: SNRHA is the public housing agency for the city of Las Vegas and all jurisdictions within Clark County, NV. Staff reviewed HUD data for accuracy and provided information on related plan questions. The agency's five-year plan and annual plan were also reviewed.

3. Southern Nevada Homelessness Continuum of Care
   Type: Regional Organization
   Section: Homeless Needs – Chronically homeless, Homeless Needs – Family with children, Homeless Needs – Veterans, Homeless Needs – Unaccompanied youth, Homeless Strategy
   Description: The SNH CoC Board is the official board acting on behalf of the continuum of Care to take care of all related business requiring direction and/or formal actions and furthering the mission to end homelessness in Southern Nevada.

4. United Way of Southern Nevada
   Type: Non Profit Service Agency
   Section: Housing Need Assessment, Homeless Strategy, Homeless Needs (Chronically homeless, Families with children, Veterans, Unaccompanied youth), Non-Homeless Special Needs, Economic Development, Market Analysis, Anti-poverty Strategy
   Description: The United Way Community Assessment 2012 provided an in depth look at community needs and priorities. City staff participates on their Emergency Food and Shelter Program (EFSP) Board, which allocates food and shelter funds to homeless and non-homeless services agencies. Discussions at those meetings provide important input into the identification of gaps in the service system and priority needs in the community.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting
None.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Regional Analysis of Impediments to Fair Housing 2014 (RAI)	SNRPC	This document outlines the barriers (impediments) to affordable housing identified in Southern Nevada and recommendations to overcome these impediments.
Southern Nevada Strong Regional Plan (SNS)	SNRPC	Southern Nevada Strong is a collaborative regional planning effort, funded by a $3.5 million dollar grant from the Partnership for Sustainable Communities Initiative. The collaborative initiative worked to integrate housing, land use, economic and workforce development, transportation options, and infrastructure to support and empower local communities. The plan was adopted in January 2015. Southern Nevada Strong is a collaborative regional planning effort, funded by a $3.5 million dollar grant from the US Department of Housing and Urban Development (HUD). Projects include in-depth research and community engagement efforts to look at issues facing our community and propose collaborative solutions. Studies used include the 2012 Southern Nevada Existing Conditions Report, "Metrics to Frame the Plan"; Comprehensive Planning in Southern Nevada: A Livability Assessment"; and others. The collaborative initiative worked to integrate housing, land use, economic and workforce development, transportation options, and infrastructure to support and empower local communities. The plan was adopted in January 2015. LINK:southernnevadastrong.org

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Comprehensive Economic Development Strategy (CEDS)	Las Vegas Global Economic Alliance	The Southern Nevada Comprehensive Economic Strategy is the result of a collaborative effort between the Las Vegas Global Economic Alliance (LVGEA) and over 300 stakeholders in Southern Nevada. This document will guide decisions made by the LVGEA as it sets about the task of diversifying Southern Nevada's economy and laying the foundations for long-term economic stability.
Southern Nevada Homeless Continuum of Care (SNH CoC)	SNRPC	The Southern Nevada Homelessness CoC Board is the official board acting on behalf of the Continuum of Care to take care of all related business requiring direction and/or formal actions and furthering the mission to end homelessness in Southern Nevada. The goals of the Continuum of Care to address homelessness and the prevention of homelessness are adopted in full by the city of Las Vegas. LINK: helphopehome.org
Southern Nevada Regional Housing Authority 5 Year Plan FY 2015-2019	SNRHA	This plan spans FY2015-2019 and identifies the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years, while also including a report on the progress of the PHA has made in meeting the goals and objectives described in the previous 5-year Plan.
Downtown Achieves	City of Las Vegas	A new Collective Impact approach to enhancing educational attainment in 11 schools around the downtown core. This collaboration is with the Clark County School District, University of Nevada, Las Vegas, Department of Education and Clinical Studies. The Downtown Achieves approach is intended to maximize and leverage the investment of the Department of Education $1M grant for validating new and best practices.

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City Capital Improvement Plan FY2015-2019	City of Las Vegas	The Plan is an official statement of public policy regarding long-range physical development in the city of Las Vegas. The Capital Plan is a proposed funding schedule for six years, updated annually to add new projects, reevaluate project priorities and revise recommendations. This plan helps us identify Non-Housing Community Development needs for public improvements and public facilities.
Las Vegas 2020-Housing Element	City of Las Vegas	The Nevada Revised Statutes (NRS), which sets out planning law for the State of Nevada, mandates the preparation of comprehensive, long-term general plans, known as master plans. Included among those required subjects is a Housing Plan. To comply with State statute, the city of Las Vegas (the City Administration) has prepared a Housing Element as part of its Master Plan. Adopted 4/17/13
West Las Vegas Plan	City of Las Vegas	Updated in July 1, 2009, the plan depicts the challenges, strengths and weaknesses of the area. Mandated by the Las Vegas 2020 Master Plan, the plan is a product of collaboration among the residents of West Las Vegas and the Departments of Planning and Development, Office of Business Development, Public Works and Neighborhood Services.
Meadows Walkable Community Plan	City of Las Vegas	An area plan to cultivate the Meadows area into a walkable neighborhood that allows residents to interact with the community and create a sense of place.
Historic West Las Vegas Walkable Plan	City of Las Vegas	An area plan to cultivate the Historic West Las Vegas s area into a walkable neighborhood that allows residents to interact with the community and create a sense of place.

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Las Vegas 2020 Master Plan	City of Las Vegas	This Plan is intended to provide a broad and comprehensive level of policy direction for future land use decisions and related aspects of corporate planning in the city of Las Vegas through the year 2020. The intent of the Plan is also to ensure that the city of Las Vegas is in compliance with the requirements of all applicable state laws. The plan incorporates "Elements" to address specific plans such as Housing, Parks, and Transit.
Citywide Housing Strategic Plan 2013	City of Las Vegas	The goal of this Citywide Housing Strategy is to identify which households; by income do not have an ample supply of affordable living opportunities and to develop commensurate housing unit development and preservation goals.
Comprehensive HIV/Aids Care Plan for the Las Vegas TGA (Ryan White Planning Council)	Las Vegas TGA Ryan White Part A HIV/Aids Program	A strategic three year plan that tells us 1) where we are now, 2) where we want to go, 3) how we are going to get there, and 4) how we will monitor our progress. Guidance is sent from HRSA as to what must be included, and a vast amount of data is utilized to construct this plan from needs assessments, consumer satisfaction projects, provider surveys, and quality management data. The Las Vegas TGA HIV/AIDS Planning Council is a community planning group that oversees the prioritization and allocation of Ryan White Modernization Act Part A funds.

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My Brother's Keeper (MBK)	City of Las Vegas	Successful implementation of this plan will result in a broader array of resources in the community valuing and supporting boys and young men of color. Furthermore, MBK is about changing community conditions to ensure all young people reach their fullest potential. The ultimate result of empowering all our youth, including boys and young men of color, is an investment in our shared future, and our collective prosperity.
Regional 25 Cities Initiative	U.S Department of Veterans Affairs	Veterans Affairs (VA), in partnership with the U.S. Department of Housing and Urban Development (HUD) and the U.S. Interagency Council on Homelessness (USICH), the aim of this Effort is to assist 25 communities in accelerating and aligning their existing efforts toward the creation of coordinated assessment and entry systems, laying the foundation for ending all homelessness, including homelessness among Veterans, in these communities. www.25cities.com
US Conference of Mayors Challenge to End Homelessness	US Conference of Mayors	Through the Mayors Challenge to End Veteran Homelessness, mayors and other state and local leaders across the country will marshal Federal, local, and nonprofit efforts to end Veteran homelessness in their communities. Ending Veteran homelessness means reaching the point where there are no Veterans sleeping on our streets and every Veteran has access to permanent housing. Should Veterans become homeless or be-at-risk of becoming homeless, communities will have the capacity to quickly connect them to the help they need to achieve housing stability. When those things are accomplished, our nation will achieve its goal.
Homeless Veteran Leadership Network	National League of Cities	The MOU calls for HUD and NLC to jointly develop and execute regional forums to raise the awareness and understanding of the benefits of joining the Mayors Challenge to End Veteran Homelessness

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Innovations in Education	City of Las Vegas	Vision: By 2020, Las Vegas schools in the "impact zones" will be a national model of school improvement and community engagement in Clark County. The City aspires to facilitate transformational change in a small group of schools (16) by coordinating efforts across multiple systems.
Homeless Advisory Committee	City of Las Vegas	The mission of this committee is to connect street homeless in the urban core to housing & services that improves safety, health, and wellness. Subgroups work on addressing critical needs, housing, accountability and performance measures, building funding strategies, and public safety through physical enhancements and programs.
Consortium Meeting		Regional planning related to HOME, CDBG, NSP, ESG/CoC and cross-cutting federal regulations. The discussions range from questions relating to joint projects, coordination of grant applications and regional issues. A representative from Southern NV Strong has recently begun attending as their planning initiative affects the region and the Consortium activities affect their planning efforts. The broad based participation in the Consortium meetings allows for an assessment of the regional impact of housing, homeless and other needs of the jurisdictions.
Poverty Market Research: A Preliminary Review	City of Las Vegas	Provided documentation of the needs of Las Vegas schools and identified areas to concentrate efforts based on several risk indicators.
HELP HOPE HOME: Regional Plan to End Homelessness	SNRPC CoC	Comprehensive assessment of homelessness and plan to fill gaps and end homelessness. LINK: www.helphopehome.org

Table 3 – Other local / regional / federal planning efforts

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Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City worked with the SNH CoC to align our ESG goals in regards to best aiding the homeless community with available resources while further supporting the main goal of ending homelessness. The City also has open lines of communication with Southern Nevada Regional Housing Authority (SNRHA) which serves as the regional Public Housing Agency (PHA). The Office of Community Services stays up-to-date on any renovations under way at Public Housing sites (operated by SNRHA) within city limits and any changes to their public housing goals. The City also participates in the Southern Nevada Consortium Meeting. The group meets six times a year and includes the following jurisdictions: Clark County, City of Henderson, city of Las Vegas, and the City of North Las Vegas, HUD, the COC and the SNRHA (who were invited in the spring of 2015). These meetings are informative and allow the jurisdictions to share experiences, projects, and upcoming events. Topics include: Community Development Programs, Housing Programs, Homeless Programs, Planning and Cross Cutting Regulations.

The State of Nevada Department of Business and Industry's Housing Division administers the Single-Family, Mobile Home and Multi-Family Mortgage Programs, the State Low-Income Housing Tax Credit (LIHTC) Program and the State's Low-Income Housing Trust Fund (LIHTF). The Housing Division also distributes the State's allocation of HOME funds and monitors its use. The Division also manages the sale of Private Activity Bonds for each jurisdiction. These bonds and tax credits have been responsible for the development of thousands of units of affordable housing in Southern Nevada.

Narrative (optional):

Intentionally blank.

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PR-15 Citizen Participation

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The city of Las Vegas has been compiling input for several years that have assisted in the drafting of this plan. Efforts have included the unprecedented regional planning process of the Southern Nevada Strong plan, community surveys, public meetings and hearings. The SNH CoC Board contracted with HomeBase, a consulting firm, to conduct focus groups with homeless services clients to identify gaps in the system.

The City participated as a partner in the creation of the Southern Nevada Strong plan, a regional planning initiative. The SNRPC received a Sustainable Community Initiative grant in 2011 that allowed for unprecedented outreach and coordination throughout Southern Nevada. Through these efforts over 70,000 individual inputs were received during the plans outreach over three years. Outreach efforts included: open houses; online, visual, and phone surveys; outreach to marginalized groups; public hearings; attendance at community events, conferences and meetings; target outreach to lower income neighborhoods, kids (boys and girls clubs) and the Spanish speaking community. Social media broadcasts and traditional flyers were also part of the outreach process. A full explanation of these efforts can be found at www.southernnevadastrong.org. Public and private partnerships were coordinated throughout the process from committee members to outreach partnerships. The vision 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. Consortium partners included:

- SNRPC;
- City of Henderson;
- City of Las Vegas;
- City of North Las Vegas;
- City of Boulder City;
- Clark County;
- Regional Transportation Commission (RTC);
- University of Nevada, Las Vegas (UNLV);
- Southern Nevada Regional Housing Authority (SNRHA);
- Southern Nevada Water Authority (SNWA);
- Clark County School District (CCSD);
- Southern Nevada Health District (SNHD); and
- Conservation District of Southern Nevada (CDSN).

The City has held surveys for community input, provided Spanish translations to connect with our Spanish-speaking residents and held community meetings regarding updates to planning documents. The City also holds an annual public meeting for CDBG applicants before the Community Development Recommending Board (CDRB). The CDRB then provides recommendations to City Council which are then approved by City Council at a public hearing.

The Consolidated Plan was put out for a 30-day public comment starting on April 5, 2015 prior to City Council adopting it at the May 6, 2015 City Council Hearing.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
Table 4 – Citizen Participation Outreach						
A	Southern Nevada Strong Phase I: stakeholder interviews, regional kick-off event, random-sample telephone surveys, map-based exercises at community events; email blasts, e-newsletter, online survey	Stakeholder Interviews: government representatives, charities, business, healthcare, and higher education communities Regional Kick-Off Event: local leaders Telephone Survey Email Blasts: Started with contact list provided by partner agencies and Task Group Member Community Events: All residents Online and iPad Surveys: All residents	Stakeholder interviews -19 Kick-Off Event – 150+ Telephone Survey- 943 Community Events – 10 iPad Survey - 326 Online survey-32	Positive Attributes: Great weather; outdoor recreation; urban amenities & entertainment; Relatively affordable cost of living; Central location; Diverse community; Strong sense of community and pioneer spirit Concerns/Issues: diversify the economy and create more, better jobs in the region; Education at all levels needs improvement; transportation improvements including transit options, traffic congestion and traffic/pedestrian safety; water supply, improved sustainability and use of sustainable energy, and pollution; lack of funding for social services, poor health and limited health care options, homelessness and crime rate; Lack of affordable housing, poor state of housing market and too many vacant/foreclosed homes [See website for more information.]	None noted	www.southernnevadastrong.org

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B	Southern Nevada Strong Phase II: email blasts, Open Houses, iPad events, public outreach events, online community outreach tool at events and online, land use and development visual preference survey at Open Houses, urban ethnographic research and capacity building project in partnership with UNLV	Hispanic Outreach Urban Ethnographic Research – homeless and other marginalized groups Targeted Flyers – 40,000+ All residents	Public Outreach Events – 2,500 Open Houses – 15 iPad Events – 20 (5 in English and 15 in Spanish) Community events, meetings, speaking engagements, briefings – 50+ Online Community Survey – 2,500+ Responses Visual Preference Surveys – 550	Diversify the economy ensure a wide variety of jobs; Variety of housing types and neighborhoods available that appeal to a talented workforce; Improve educational attainment in the region and better collaboration with educational institutions; General support for the development types needed to better integrate housing, transportation and jobs; Support for streetscape improvements, bike lanes and pedestrian improvements; Support for open spaces and community gathering areas; Support for light rail	None noted	www.southernnevadastrong.org

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C	Southern Nevada Strong Phase III: email blasts, online community engagement survey, survey kiosks, Opportunity Site Workshops, Telephone town hall, Focus Groups, review of draft plan, Summit	Telephone Town Hall: low-income and Spanish speaking residents Focus Groups to work with RAI – low-income minority families w/ children, single female head of household, LEP, persons with disabilities, community- and faith-based organizations Targeted mailers: 8,000+	Review of draft plan - 80 comments Public Outreach events - 850 Ipad/metroquest - 850 Targeted outreach -753 surveys Telephone Town Hall – English and Spanish – 20,000 called with over 4,800 people participating and 200 responding to polls Focus Groups - 150 Email Blasts - 2,600 subscribers **Overall over 70,000 individual inputs were received during SNS outreach over three years**	Support for a variety of housing types and job centers that are not too dense or resource intensive; Desire for more options for traveling within the region, including walkable neighborhoods and improved public transit; Support for streetscape improvements including bike lanes and pedestrian improvements; Support for open spaces and community gathering areas, particularly those that provide shade for visitors; Support for light rail, bus rapid transit and the modern streetcar; Desire for improved safety, including reduced crime and fewer vehicle conflicts	None noted	www.southernnevadastong.org

D	City of Las Vegas 2013 Community Survey Findings	Objectively assess satisfaction with the delivery of major City services and quality of life; Track the City's performance over time; Help determine priorities for the City; Compare City's performance with other large U.S. Communities	Surveys completed - 961	Very positive perception of the City; Overall satisfaction with services; Compared to other larger cities, Las Vegas is setting the standard for service delivery in most areas; Trends in the results are mixed: some areas are better/ others are worse; To enhance overall satisfaction with City government , the City should emphasize the following issues over the next 1-2 years: Economic Development, Police Services, Maintenance of Streets For Parks, Recreation, Cultural, and Community Services: 1. Homeless services, 2. City's Youth programs, 3. Senior citizens programs and centers	None noted.	N/A

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E	City of Las Vegas 2014 Community Survey Findings	Objectively assess satisfaction with the delivery of major City services and quality of life; Track the City's performance over time; Help determine priorities for the City; Compare City's performance with other large U.S. Communities	922 (minimum 150 in each Ward)	Very positive perception of the City; Overall satisfaction with services; compared to other larger cities, Las Vegas is setting the standard for service delivery in most areas. City should emphasize the following issues over the next 1-2 years: Economic Development, Police services, Maintenance/Beautification of City Streets Priority Highlights: Adequacy of city street lighting, maintenance of sidewalks, homeless services, senior citizen programs and centers, City's youth programs, Before-and-After-School programs,		
F	Public meetings to comment on the City's Housing Element Neighborhood Mtg: 12/12/12 Planning Commission 2/12/13 City Council 3/20/13 City Council adopted 4/17/13	All Citizens and 31 Neighborhood Associations Contacted	12/12/12 – No members of the public attended 2/12/13 – One person from the public commented 3/20/13 & 4/17/13 – No comments	One individual stated that he felt the element should require that houses be built in such a way as to accommodate solar power.	None.	N/A

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G	Public meetings for the selection of CDBG, ESG, and HOPWA funds. CDRB Meetings & City Council	All citizens	2/24/15 3/3/15 3/5/15 3/10/15 5/6/15 CC	Comments received during the process were overwhelming supportive of the grants requesting funding.	None.	NA
H	Public hearing for the selection of HOME funds City Council	All citizens	4/15/15 CC			
I	Online Survey	All citizens Spanish and English Surveys provided	3/2015 – 30 day survey 259 Respondents (1 Spanish Survey Completed)	See survey links for data.	None.	English Survey Results https://www.surveymonkey.com/results/SM-QJSBG757/ Spanish Survey Results https://www.surveymonkey.com/results/SM-CN9QH757/
J	City by Design	Citizen and Stakeholders City Council	February 25, 2014 and March 17, 2014	Identified four strategic priorities: 1. Economic Opportunities 2. Public Safety(Homelessness) 3. Transportation 4. Education		

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K	Public Meetings	Non-targeted/ broad community	The OCS took its draft of the Consolidated Plan before the City Council at their meeting held on 5/6/2015 for any comments from the public and/or elected officials. Some xxx were in attendance including the heads of at least xx public services agencies in the City. The items addressed at the meeting were noted on the record. The draft Consolidated Plan advertised 30 days prior.		All comments were accepted.	
L	Survey	S. NV Residents (General Population)	400 people		All considered and integrated into publication	uwsn.org/CommunityAssessment/
M	Survey	People living at poverty level (At Risk Respondents)	411 people		All considered and integrated into publication	uwsn.org/CommunityAssessment/
O	Internet Survey, interactive group survey	Community stakeholders including philanthropists, service providers, community leaders (Opinion Leaders)	20		All considered and integrated into publication	uwsn.org/CommunityAssessment/

P	Focus Groups	At-Risk Youth 12-18, Non-Profit Leadership, Community Leaders	40		All considered and integrated into publication	uwsn.org/community-assessment-2012/
Q	Consumer In Care Survey; Consumer Out of Care Survey; Provider Survey; Focus Groups	Consumers of HIV/AIDS services, Providers of HIV/AIDS services	Consumer In Care Survey – 273 respondents, 6 focus groups, 51 Consumer Out of Care Survey; Providers – 18 respondents	See Assessment	See Assessment	Comprehensive HIV/AIDS Needs Assessment 2014 http://www.lasvegasema.org/images/Comprehensive_Needs_Assessment_Presentation_082114.pdf
R	Homeless Census & Survey Comprehensive Report	Homeless people, people threatened with homelessness	948 survey respondents with 8 refusals; 1000 General population households	See Homeless Census	See Homeless Census	Southern Nevada Homeless Census 2014 http://www.helphopehome.org/2014-FINAL-HOMELESS-CENSUS.pdf
S	SNH CoC	Flyers, Newspaper Ads, Public Hearing, emails	Service providers and All citizens	Increased attendance	N/A	Helphopehome.org

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Needs Assessment

NA-05 Overview

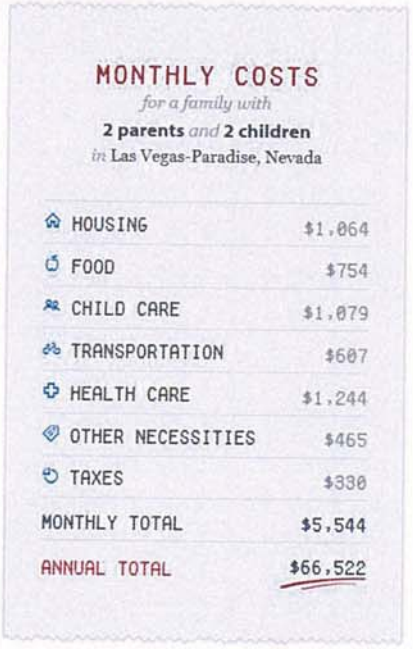
Needs Assessment Overview

The city of Las Vegas is the most populous city in Nevada. Steadily recovering from the recession, the City still has one of the highest foreclosure rates[1] and although recovering, Nevada still has the worst performance in terms of negative equity mortgages. The city of Las Vegas's population grew dramatically along with the rest of Southern Nevada until the recession starting in 2007. When the national housing market fell, Clark County's housing market fell more severely than the rest of the nation. By 2013, median sales prices had decreased below those in 2003. At this time, while new construction and sales of homes are still occurring, the housing market is Southern Nevada remains in a state of relative distortion. Foreclosure and investment activity pricing have caused a disconnect from direct consumer demand for different housing types, and uncertainty regarding timing for market stabilization and growth affects development and consumer decision-making.[2]



MONTHLY COSTS
for a family with
1 parent *and* **2 children**
in Las Vegas-Paradise, Nevada

HOUSING	$1,064
FOOD	$546
CHILD CARE	$1,079
TRANSPORTATION	$480
HEALTH CARE	$1,185
OTHER NECESSITIES	$412
TAXES	$403
MONTHLY TOTAL	$5,169
ANNUAL TOTAL	$62,025



MONTHLY COSTS
for a family with
2 parents *and* **2 children**
in Las Vegas-Paradise, Nevada

HOUSING	$1,064
FOOD	$754
CHILD CARE	$1,079
TRANSPORTATION	$607
HEALTH CARE	$1,244
OTHER NECESSITIES	$465
TAXES	$330
MONTHLY TOTAL	$5,544
ANNUAL TOTAL	$66,522

The City is home to one-fifth of the state's population at 21.6% (US Census 2013: Las Vegas= 603488 and State of Nevada=2790136). However, the City's median income is lower than then the state. When analyzing the median income of households in Las Vegas, according to HUD's published Income Limit areas, the Las Vegas-Paradise area has dropped almost 12% from 2010 to 2014. Whether or not this trend will continue is unknown, however even as the nation is recovering Las Vegas is still showing signs of the recession. If looking at the Economic Policy Institute's calculator, a family of 2 adults and 2 children would require $66,522 in 2013 and the median income was $63,100 dropping $5,100 to a low of $58,000 in 2014. It has been almost a decade (2006-$58,200) since HUD published an AMI below the 2015 median income of $59,200.

[1] UNLV Lied 4.9.13 Local Housing Market Report
[2] ECONorthwest, Clark County Housing Market Analysis, 2012-2035

FY 2014 Income Limits Documentation System
FY 2014 Income Limits Summary
Las Vegas-Paradise, NV

FY 2014 Income Limit Area Median Income
Las Vegas-Paradise, NV $58,000

FY 2014 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low (30%) Income Limits	12950	14800	16650	18450	19950	21450	22900	24400
Very Low (50%) Income Limits	21550	24600	27700	30750	33250	35700	38150	40600
Low (80%) Income Limits	34450	39400	44300	49200	53150	57100	61050	64950

FY 2015 Income Limits Documentation System
FY 2015 Income Limits Summary
Las Vegas-Paradise, NV
(Effective 3/6/2015)

FY 2015 Income Limit Area Median Income
Las Vegas-Paradise, NV $59,200

FY 2015 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low (30%) Income Limits	12900	15930	20090	24250	28410	32570	36730	40550
Very Low (50%) Income Limits	21500	24600	27650	30700	33200	36650	38100	40550
Low (80%) Income Limits	34400	39300	44200	49100	53050	57000	60900	64850

According to data supplied by HUD, 81,930 households (38.7% of all households) in the city of Las Vegas have incomes below 80% area median income (AMI). Of these, 63,785 (77.85%) households experience a housing problem, including substandard housing, overcrowding, cost burden or severe cost burden. Almost 61,243 households at 80% AMI and below are estimated to be paying over 30% of their income for housing. Over 28,045 of these households are low-income households with "worst case" housing needs. Households with worst-case needs are families who are low income (have incomes at or below 50 percent of the area median) and pay more than half of their income for housing and utilities.

Based on data from the 2007-2011 American Community Survey:

- There are 211,690 households in the city of Las Vegas
- There are 81,930 (38.7%) households with income at or below 80 percent of median area income, or almost 39 percent of all households
- Cost burdened households making 0-80% AMI (>30% of income for housing costs) = 61,243
- Cost burdened households making 0-80% AMI(>50% of income for housing costs) = 35,218
- Of the 81,930 low- and moderate-income households, 35,128 or 43.1% percent pay over fifty percent of their income for housing
- Severely Cost burdened renters households = 21,054(9.94 percent of all households)
- Severely Cost burdened owner households = 14,164 (6.69 percent of all households)

The housing needs for these households range from housing rehabilitation assistance, homebuyer assistance, affordable rental and owner housing, additional Housing Choice Vouchers and tenant-based rental assistance funding, a wide variety of public services, additional job skills and education.

Needs Assessment

The Needs Assessment of the Consolidated Plan, in conjunction with information gathered through consultations and the citizen participation process, provides a picture of the city of Las Vegas's needs related to affordable housing, special needs housing, community development, and homelessness. From this Needs Assessment, Las Vegas will identify those needs with the highest priority, which

along with other initiatives will form the basis for the Strategic Plan and the programs and projects to be administered.

The Needs Assessment includes the following sections:

Housing Needs Assessment (NA-10)

The section summarizes the City's projected needs of the ensuing five-year period of the plan. The need is evaluated according to the categories listed in the regulations, including income level, tenure, and household type, and by housing problems, including cost burden, overcrowding, and substandard housing conditions.

Housing problems, in this context, include the following:

- Lack of a complete kitchen or plumbing facilities.
- Cost burdened: A housing cost burden of more than 30 percent of the household income. Cost burden is the fraction of a household's total gross income spent on housing costs. For renters, housing costs include rent paid by the tenant plus utilities. For owners, housing costs include mortgage payments, taxes, insurance, and utilities.
- Overcrowded: Overcrowded is defined as more than one person per room, not including bathrooms, porches, foyers, halls, or half-rooms.

Disproportionately Greater Need (NA-15, NA-20, NA-25, and NA-30))

This section provides an assessment for each disproportionately greater need identified. A disproportionately greater need exists when the members of racial or ethnic group at a given income level experience housing problems at a greater rate (10% or more) than the income level as a whole.

Public Housing (NA-35)

In cooperation with Southern Nevada Regional Housing Authority (SNRHA), the public housing agency for Southern Nevada, this section provides SNRHA's summary of the needs of its public housing residents. NA-35 Public Housing collects information on the number and type of public housing units and characteristics of their residents.

Homeless Needs Assessment (NA-40)

This section describes the nature and extent of unsheltered and sheltered homelessness within Southern Nevada. This includes the number of persons experiencing homelessness on a given night, the number of persons who experience homelessness each year, the number of persons who lose their housing and become homeless each year, the number of persons who exit homelessness each year, the number of days that persons experience homelessness, and other measures specified by HUD. It also includes a description the needs of low-income individuals and families with children who are currently housed but threatened with homelessness.

Non-Homeless Special Needs Assessment (NA-45)

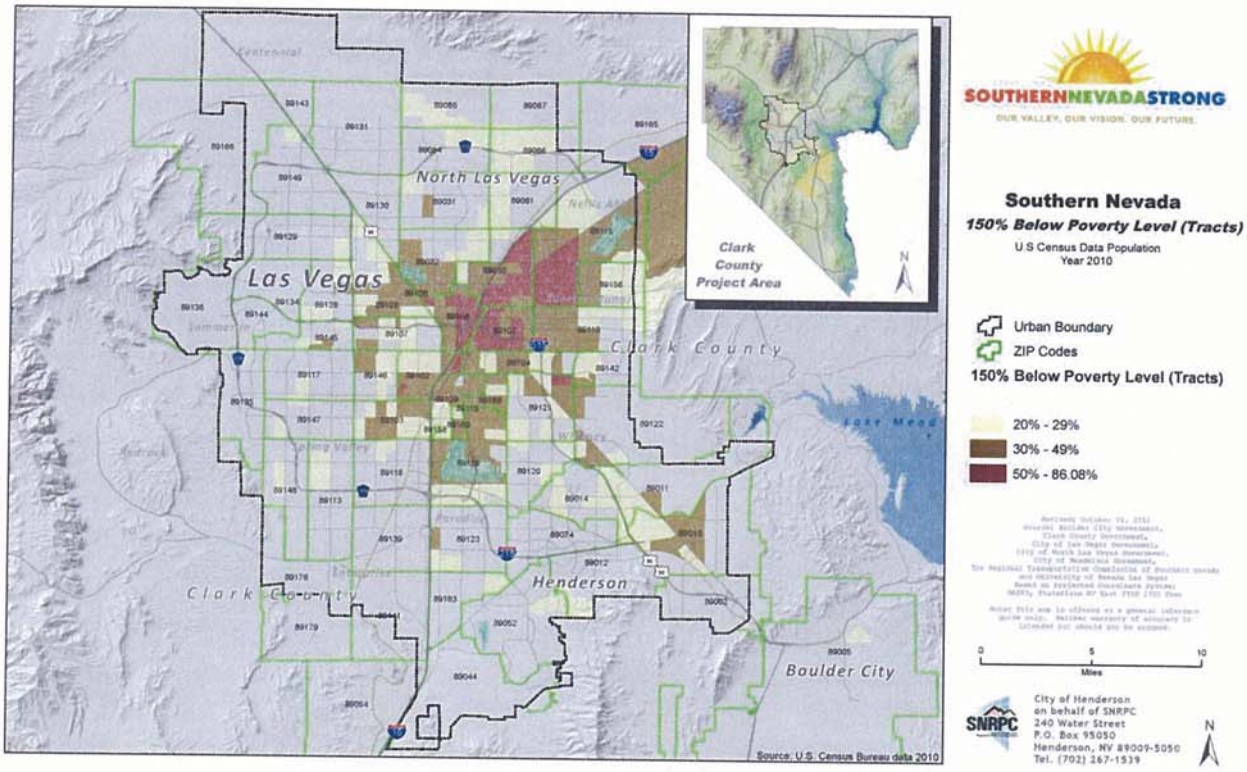
This section describes the level of housing need for persons who are not homeless, but require supportive housing, including the elderly, frail elderly, persons with disabilities, persons with alcohol or other drug addiction, persons with HIV/AIDS and their families, public housing residents, and any other categories the jurisdiction may specify.

As a HOPWA grantee, the plan identifies the size and characteristics of the population with HIV/AIDS and their families within the area.

Non-Housing Community Development Needs (NA-50)

This section provides a summary of the jurisdiction's priority non-housing community development needs, including the need for public facilities, public improvements, public services, and other eligible uses of CDBG.

The following map from the Regional Analysis of Impediments illustrates a significant area of central Las Vegas (West, Downtown, and East) with residents living 150 % below the poverty level.



NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

As defined by HUD in the Comprehensive Housing Affordability Strategy (CHAS) data, housing problems include:

- Units with physical defects (lacking complete kitchen or bathroom);
- Overcrowded conditions (housing units with more than one person per room);
- Housing cost burden (including utilities) exceeding 30 percent of gross income; and
- Severe housing cost burden (including utilities) exceeding 50 percent of gross income.

There is a need for affordable housing in the city of Las Vegas. Housing problems in the City similarly impact renter and owner-households, with 44 percent (Table 2 25,435/60,325) of all renter-households at 100% AMI and below experiencing at least one housing problem (inadequate housing, overcrowding, cost burden of 50 percent, or cost burden of 30 percent), compared to 42.8 (40,580/17,375) percent of owner-households. Of the housing problems described above, the most common in the city of Las Vegas is housing cost burden.

Overcrowding is another problem mostly affecting Single Family Households, whether owner and renter. Overall however, renters are around four times as likely to have crowding as owner-households.

To further dissect the housing problems, the following tables provide additional details:

- Table 7 presents the number of households with one or more housing problems (inadequate housing, overcrowding, cost burden of 50 percent, or cost burden of 30 percent) by income and tenure.
- Table 8 summarizes the number of households with more than one or more severe housing problems by income and tenure. Severe housing problems are: inadequate housing; severe overcrowding (1.51 persons or more per room); and housing cost burden of 50 percent.
- Table 9 isolates those households with housing cost burden of over 30 percent (inclusive of those with cost burden of over 50 percent) by income and tenure.
- Table 10 further isolates those households with cost burden of over 50 percent.
- Table 11 presents overcrowding by household type.
- Table 12 is intended to show overcrowding for households with children. However, the American Community Survey provides no data for the City.

Demographics	Base Year: 2000	Most Recent Year: 2011	% Change
Population	478,555	584,413	22%
Households	177,257	211,684	19%
Median Income	$44,069.00	$54,174.00	23%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2007-2011 ACS (Most Recent Year)

Number of Households Table

Total of all households is 211,690	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households *	22,955	23,780	35,195	21,655	108,105

Total of all households is 211,690	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Small Family Households *	7,450	7,380	14,435	8,765	53,995
Large Family Households *	2,055	3,410	3,710	2,845	10,190
Household contains at least one person 62-74 years of age	4,015	4,870	6,350	4,165	20,965
Household contains at least one person age 75 or older	2,850	3,800	4,380	2,195	6,870
Households with one or more children 6 years old or younger *	4,825	5,935	7,515	4,435	15,550
* the highest income category for these family types is >80% HAMFI					

Table 6 - Total Households Table

Data Source: 2007-2011 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	530	365	520	110	1,525	25	100	100	45	270
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	820	545	515	90	1,970	0	50	100	90	240
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	990	1,225	1,280	685	4,180	85	250	495	365	1,195
Housing cost burden greater than 50% of income (and none of the above problems)	10,060	6,805	1,605	290	18,760	4,385	4,100	5,210	1,980	15,675
Housing cost burden greater than 30% of income (and none of the above problems)	875	5,220	11,050	3,320	20,465	740	1,740	3,750	4,165	10,395
Zero/negative Income (and none of the above problems)	1,775	0	0	0	1,775	910	0	0	0	910

Table 7 – Housing Problems Table

Data Source: 2007-2011 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	12,400	8,945	3,915	1,175	26,435	4,495	4,500	5,900	2,480	17,375
Having none of four housing problems	2,315	6,740	16,005	8,830	33,890	1,070	3,600	9,375	9,160	23,205
Household has negative income, but none of the other housing problems	1,775	0	0	0	1,775	910	0	0	0	910

Table 8 – Housing Problems 2

Data Source: 2007-2011 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	4,775	4,850	6,120	15,745	1,560	1,725	4,045	7,330
Large Related	1,495	2,330	1,375	5,200	370	810	1,200	2,380
Elderly	2,850	3,040	2,089	7,979	2,160	2,720	2,439	7,319
Other	3,930	3,600	3,960	11,490	1,120	905	1,775	3,800
Total need by income	13,050	13,820	13,544	40,414	5,210	6,160	9,459	20,829

Table 9 – Cost Burden > 30%

Data Source: 2007-2011 CHAS

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	4,500	2,520	500	7,520	1,440	1,415	2,545	5,400
Large Related	1,365	1,250	45	2,660	325	630	505	1,460
Elderly	2,365	1,510	524	4,399	1,620	1,515	1,199	4,334
Other	3,710	2,090	675	6,475	1,075	715	1,180	2,970
Total need by income	11,940	7,370	1,744	21,054	4,460	4,275	5,429	14,164

Table 10 – Cost Burden > 50%

Data Source: 2007-2011 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	1,510	1,360	1,360	505	4,735	85	250	485	335	1,155
Multiple, unrelated family households	140	330	365	260	1,095	0	65	110	120	295
Other, non-family households	165	110	70	20	365	0	0	0	0	0
Total need by income	1,815	1,800	1,795	785	6,195	85	315	595	455	1,450

Table 11 – Crowding Information – 1/2

Data Source: 2007-2011 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present								

Table 12 – Crowding Information – 2/2

No data was provided in the above table nor available at the city of Las Vegas.

Describe the number and type of single person households in need of housing assistance.

According to the 2010 Demographic Profile Data, 55,119 or 26% of the population is a householder living alone. The numbers are fairly similar at around 13% comparing men and women (27,849 & 27, 279) single person households. There are slightly greater numbers of women (11,195=5.3%) 65 and over living alone over men (6,785=3%).

Although single person households are not reported on the Southern Nevada Regional Housing Authority waitlists, 4854 or 37.89% of households are on the waiting list for 1 bedroom public housing units. While the waitlist closures vary from program to program, on average waitlists for public housing units currently they have been closed for 9.5 months (HVC's have been closed for seven (7) years).

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Persons with Disabilities: The 2013 ACS one-year estimates show that 13.3% of the City's population five and over have disability status. Using 2010 and 2013 ACS 1 year estimates, there has been a 22% increase in the number of people with disabilities in the city of Las Vegas. According to www.disabilitystatistics.org, run by Cornell University (using Current Population Survey), Nevada's population between 2010-2012 had the highest percentages on record (starting in 1980) averaging 14.4% of men and women, aged 18-64 with or without a work limitation in Nevada who lived with families with incomes below the poverty line. People with disabilities are over twice as likely to be living in poverty as those without a disability in Nevada.

According to the SNRHA waiting lists, 3057 (22.4%) families with disabilities are listed awaiting homes. Of these families, 82 are listed on the Section 8 tenant-based assistance list that hasn't been opened in seven years. The specific income and race of these families are not specified, however

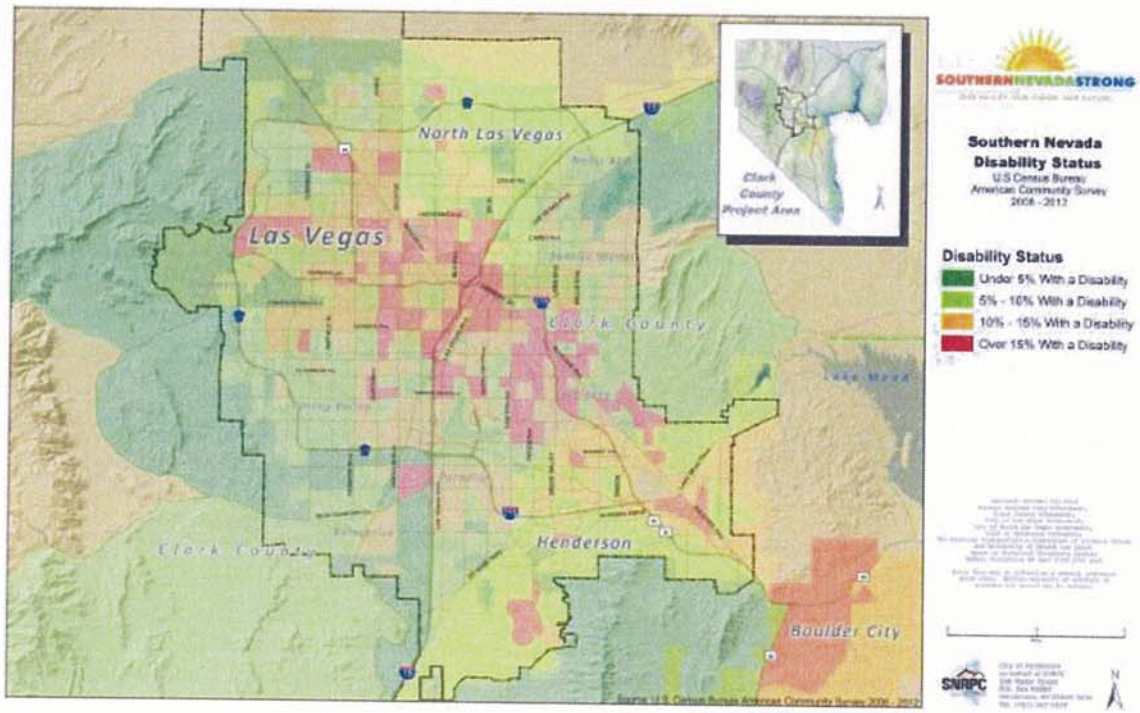
the majority of waiting list applicants where income is specified are listed as extremely low income with incomes <=30% AMI. As of this publication, this would be equal to a family of four living off less than $24,250.

A few of the agencies that work with people with disabilities are:

1. Opportunity Village – Opportunity Village is a not-for-profit organization that serves people within our community with intellectual disabilities to enhance their daily lives and the lives of their families.
2. The Blind Center of Nevada - The Blind Center of Nevada assists blind and visually impaired persons of all ages in reaching their highest physical, social, intellectual, and economic potential. To achieve these objectives there are three focus areas: personal development, social interaction and meaningful employment.
3. New Vista - "New Vista is committed to providing the intellectually challenged of all ages with equal opportunities and support so they may experience life to the fullest." The overall goal of New Vista is to empower people through a better quality of life. Our skilled staff works to improve each individual's ability to be independent and to build self-esteem through obtaining their goals.

The following map, chart and summaries are from the Regional Analysis of Impediments.

Figure 6 Locations of residents with disability status



"Figure 6 shows that people with disability status live throughout Southern Nevada. As our population ages, Southern Nevada can only expect for the number of disabled residents to increase. As these numbers increase, it will be increasingly important to examine the housing opportunities, transportation options, and improvement plans for physical access for those with disabilities and to ensure that efforts are made to address fair housing.

The locations in Figure 6 show several different scenarios for location choice for disabled residents in Southern Nevada. Some of the darker red areas (areas with over 15% disability status rates) are in areas popular with large concentrations of senior residents, including the Anthem area of Henderson (with several age restricted communities) and the Summerlin area of Las Vegas (also with an age restricted community). A second area of red surrounds the Las Vegas medical district, a large medical community of West Las Vegas, bounded by Charleston Blvd and Alta Drive, west of I-15. This area serves a large medical community of hospitals, medical clinics, and ancillary services, and would naturally welcome a large community in need of medical services. The third area of dark red mirrors the low-income urban core area of Southern Nevada. This area has the lowest income rental units and housing accommodations as well as the most accessible transit and for that reason may be a reason more disabled residents, especially those with a fixed income, locate in this area."

"***Disability Status***

Table 13 shows the number of residents with disability status for Clark County, Las Vegas, North Las Vegas, Henderson, and Boulder City, compared with the state of Nevada in 2012. For all jurisdictions other than North Las Vegas, the percentage has increased since 2000.

Table 13 Disability status for the civilian non-institutionalized population 5 years and over, 2000 and 2012, Nevada, Clark County, and selected cities

Area	2000		2012*	
	Disability status, civilian non-institutionalized population 5 years and older	% with a disability	Disability status, civilian non-institutionalized population 5 years and older	% with a disability
Nevada	375,910	10.3%	328,715	12.9%
Clark Co	264,470	10.5%	232,068	12.6%
Las Vegas	96,564	11.1%	75,587	13.8%
North Las Vegas	21,330	10.5%	20,450	10.2%
Henderson	26,262	8.1%	27,796	11.1%
Boulder City	2,761	9.7%	2,147	14.9%

Source: U.S. Census 2000 SF4 Table QT-P21, U.S. Census 2012 Table S1810, and U.S. Census 2008-2012 Table S1810.
*2012 data for Clark County, Las Vegas, North Las Vegas and Henderson is from the ACS 1-year estimates while data for Boulder City reflects ACS 5 year estimates (2008-2012) "

Victims of Domestic Violence, Dating Violence, Sexual Assault and Stalking:

In 2012, Nevada was ranked 6th for females murdered by males in single victim/single offender homicides according the Violence Policy Center's report *When Men Murder Women: An Analysis of 2012 Homicide Data*. In that year 25 of the 84 homicides within Las Vegas police's jurisdiction were related to domestic disputes. That same year Las Vegas police handled more than 22,000 domestic violence-related cases reported where a crime was committed and responded to more than 60,000 calls throughout the year.

Domestic Violence in all forms is greatly under reported throughout the nation and there is no national database tracking numbers, so estimating its scope in Las Vegas as it compares to other cities is difficult. Women, men, children and families leaving domestic violence often flee with little to nothing. The fear of not knowing where or how to seek help and what will happen paralyzes many victims. However, there are agencies that assist with housing victims, providing emergency needs,

counseling, and assistance. According to a table from Nevada KIDS COUNT, 301 children were removed from their homes and placed in foster care due to domestic violence, 475 for physical abuse, and 136 for sexual abuse in 2012. All programs listed below have contingencies for providing services to men and men with children.

1. The Shade Tree – The mission of The Shad Tree is to provide safe shelter to homeless and abused women and children in crisis and to offer life-changing services promoting stability, dignity and self-reliance. www.theshadetree.org
2. Safe Nest – Mission: To be the leading advocate in promoting the eradication of domestic violence by providing confidential assistance including shelter, food, clothing, counseling, education, and other services to individuals experiencing domestic violence while maintaining the highest respect and dignity for our clients. www.safenest.org
3. SAFE House - S.A.F.E. House is committed to stop violence and abuse in the family environment by providing safe shelter, support, advocacy, counseling and education. www.safehousenv.org
4. FACT Family and Child Treatment of Southern Nevada – FACT provides intervention, treatment, and advocacy services for women and families who are victims of domestic violence living in the city of Las Vegas. Program targets adult women victimized by domestic violence and/or sexual assault.

What are the most common housing problems?

Using the data provided by HUD (2007-2011 ACS), housing cost burden is the most outstanding issue facing both renters and owners of households having at least one listed need in Las Vegas. Of Renters, 20,465 households spend more than 30% of their income on housing and 18,760 households spend more than 50% of their income on housing. Homeowners are not much better off with 10,395 households spending more than 30% and another 15,675 spending more than 50% of their income on housing. Of renters, the largest numbers are in households making less than 80% AMI with over 10,000 households alone, making between 0-30% AMI spending more than 50% of their income on housing. As for homeowners, the numbers are more spread out across income levels, but still show large numbers of housing cost burdened families. The elderly, whether owner or renter has almost equal numbers showing a housing cost burden greater than 50%.

Of renters, Small Related households and *Other* households have the greatest cost burdens. Twice as many renters are cost burdened by more than 30% compared to owners. However, together it still shows that 61,243 households have a cost burden of more than 30% of their incomes. Elderly households have similar cost burden comparisons, whether they are renters or owners.

For those with a cost burden greater than 50%, again Small Related households making under 50% AMI is the most affected. Of renters the majority is households making less than 30% AMI and owners making between 50-80% AMI.

Of both renters and owners, Single Family Households have the highest level of crowding with renters in Multiple, unrelated family households coming in second. Overall however, renters are around four times as likely to have crowding as owners.

According to State of the States: The Poverty and Inequality Report 2015, "California, Georgia, Arizona, Nevada, New Mexico and Florida had the largest poverty increases, with the 2013 poverty rates in these states more than 4 percentage points higher than in 2007. The poverty rise in just two

of these states, California and Florida, translates into 3 million more poor people than there were in 2007. There was, worse yet, a concomitant increase in the depth of poverty: In 36 states, the gap between a poor family's total income and the poverty threshold increased between 2007 and 2013, yet another indication of a growing economic vulnerability among the poor population. And, finally, the number of states with very high poverty (above 18 percent) grew from 3 to 12 between 2007 and 2013."

Are any populations/household types more affected than others by these problems?
While cost burden is a significant problem for households at 80% AMI and below, it is particularly difficult for those at 50% AMI and below, especially those on fixed incomes, which would include most elderly people and people with disabilities. Renter households overall have more housing problems. Generally, single family households earning 80% AMI and below are disproportionately affected by overcrowding. Overcrowding is also over 4 times more prevalent among renters than owners.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance
According to data provided by National KIDS COUNT in 2013 for Las Vegas, 40,000 children under the age of 18 live in families below the federal poverty level. This number was up 6,000 from 2012 and 9,000 from 2009. Growing up in poverty is one of the greatest threats to healthy child development. Poverty and financial stress can impede children's cognitive development and their ability to learn. It can contribute to behavioral, social and emotional problems and poor health. Unforeseen financial difficulties, such as illness or job loss, could have dire outcomes putting families out on the streets or in search for shelters. These households as well as formerly homeless families and individuals who are receiving rapid re-housing assistance need access to permanent affordable housing, affordable child care, educational opportunities, job training and transportation.

Sadly, according to data in Nevada KIDS COUNT, 485 alone children were removed from their homes and placed into foster care due to inadequate housing in 2012.

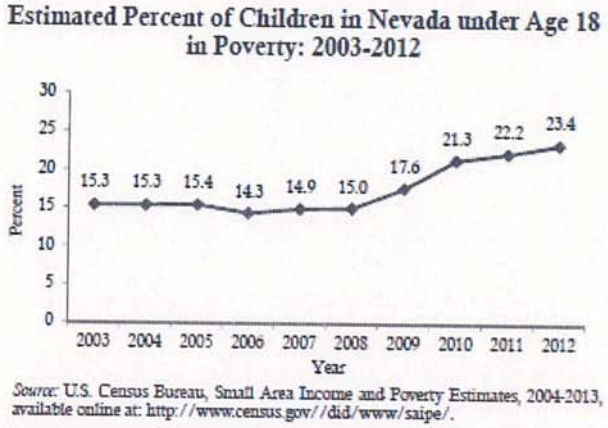
Children In Poverty (100 Percent Poverty)

Year(s): 5 selected | Data Type: All

Data Provided by: National KIDS COUNT

Location	Data Type	2009	2010	2011	2012	2013
Las Vegas	Number	31,000	34,000	43,000	34,000	40,000
	Percent	20%	24%	29%	24%	28%

Source: National KIDS COUNT data center



Source: Nevada KIDS COUNT

[As illustrated in this graph, the amount of children in poverty has grown since the Great Recession and has yet to stabilize.]

Due to limitations in ESG funding, the households eligible for Rapid Re-Housing were limited to persons at or below 30% AMI. The length of time of assistance was also limited due to the decrease in funding. While a majority of households served have been able to become stable and self-sufficient within a 6 month assistance period, there is a subset of households that need longer assistance due to continued unemployment or lack of sufficient affordable housing in the area, in particular for persons who are disabled. Households with disabilities (on SSI income), for the most part, need longer term assistance such as an ongoing rental and utility subsidy. Attempts are made to use ESG funds as a gap while they wait for additional assistance, but it is not always available.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Statewide, there has been an increase in the number of households with characteristics that may pose a risk for homelessness. While national trends also show an increase in these vulnerable households, for most groups, the increase in Nevada was greater than nationwide.

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Growth in Households with Characteristics Posing a Risk of Homelessness*

Characteristic	State of Nevada Change 2011-2012	United States Change 2011-2012
# of poor renter households with severe housing cost burdens	+4.98%	+0.7%
# of poor people living double up	+1.4%	-0.3%
# of persons in poverty	+4.71%	+0.6%

* National Alliance to End Homelessness: The State of Homelessness in America 2014. Available at: http://b.3cdn.net/naeh/d1b106237807ab260f_qam6ydz02.pdf

Southern Nevada does not track or estimate "at–risk" populations other than the youth that are in foster care. Youth that "age-out" of the foster care system are at a higher risk to experience homelessness in their adult lives.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Instability and increased risk of homelessness are associated with a lack of financial, mental, emotional and physical resources. These missing resources lead to frequent moving, living in the home of another, living in a hotel or motel, living in severely overcrowded housing. Many individuals who are exiting an institution (jail; mental health facility) or a system of care (as foster care) are at increased risk of homelessness. Other areas that could impact stability are prolonged unemployment, deteriorated housing, domestic violence, mental illness, drug or alcohol addictions, death of a family member, abandonment by spouse, non-receipt of child support, medical expenses and/or other unanticipated emergency expenditures. All of these factors may contribute to household instability and increase the risk of homelessness.

Discussion

See discussions above.

DRAFT

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

The housing problems indicated in this section are 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room (crowding), 4. Cost Burden greater than 30%. The household figures in the tables have at least one of those housing problems and are delineated by race/ethnicity. A difference of 10% or more of housing problems between the total population and minority groups indicates a disproportionate need of a minority group. The summary of housing problems by race and ethnicity are presented below for the of Las Vegas.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	18,375	1,845	1,740
White	8,940	855	815
Black / African American	3,665	540	250
Asian	655	120	145
American Indian, Alaska Native	155	15	60
Pacific Islander	20	0	0
Hispanic	4,570	260	435

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2007-2011 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	19,820	3,720	0
White	8,080	2,360	0
Black / African American	3,285	435	0
Asian	815	180	0
American Indian, Alaska Native	160	80	0
Pacific Islander	4	0	0
Hispanic	7,040	640	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2007-2011 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	24,380	11,300	0
White	11,780	6,280	0
Black / African American	3,605	1,110	0
Asian	1,085	500	0
American Indian, Alaska Native	95	80	0
Pacific Islander	35	20	0
Hispanic	7,155	3,095	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2007-2011 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	10,540	11,305	0
White	5,765	6,140	0
Black / African American	1,040	1,165	0
Asian	445	690	0
American Indian, Alaska Native	45	70	0
Pacific Islander	45	40	0
Hispanic	2,890	2,985	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2007-2011 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

Discussion

All households, regardless of race, at 80% AMI and below, have more housing problems then homes without housing problems.

According to HUD's eCon Planning Suite desk guide, a disproportionately greater need exists when the members of a racial or ethnic group at an income level experience housing problems at a greater rate (10 percent or more) than the income level as a whole.) Using this definition, Pacific Islander households (24 in total) have a disproportionately greater need for incomes at 50% AMI and under.

DRAFT

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

The housing problems indicated in this section are considered severe and include 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, and 4. Cost Burden greater than 50%. The household figures in the tables have at least one of those housing problems and are delineated by race/ethnicity. A difference of 10% or more in housing problems between the total population and minority groups indicates a disproportionate need of a minority group. The summary of housing problems by race and ethnicity are presented below for the city of Las Vegas.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	16,400	3,825	1,740
White	7,860	1,935	815
Black / African American	3,260	945	250
Asian	570	205	145
American Indian, Alaska Native	140	25	60
Pacific Islander	20	0	0
Hispanic	4,175	655	435

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2007-2011 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	12,395	11,150	0
White	5,275	5,160	0
Black / African American	2,055	1,670	0
Asian	500	490	0
American Indian, Alaska Native	160	80	0
Pacific Islander	4	0	0
Hispanic	4,090	3,590	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2007-2011 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

DRAFT

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	9,300	26,370	0
White	4,420	13,635	0
Black / African American	945	3,770	0
Asian	480	1,110	0
American Indian, Alaska Native	49	120	0
Pacific Islander	10	45	0
Hispanic	3,170	7,080	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2007-2011 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,370	18,475	0
White	1,460	10,450	0
Black / African American	400	1,800	0
Asian	190	950	0
American Indian, Alaska Native	10	105	0
Pacific Islander	0	80	0
Hispanic	1,195	4,680	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2007-2011 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

Discussion

All households, regardless of race, at 50% AMI and below, have more severe housing problems then homes without severe housing problems.

According to HUD's eCon Planning Suite desk guide, a disproportionately greater need exists when the members of a racial or ethnic group at an income level experience housing problems at a greater rate (10 percent or more) than the income level as a whole.) Using this definition, Pacific Islander households (24 in total) have a disproportionately greater need for incomes at 50% AMI and below and Native American/Alaskan Native households (160 in total) at 30-50% AMI.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

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Introduction:

The housing problem indicated in this section is cost burden which is present when a household pays 30% or more for their rent and utilities. The household figures in the tables are delineated by race/ethnicity. A difference of 10% or more in housing cost between the total population and minority groups indicates a disproportionate need of a minority group. The summary of housing problems by race and ethnicity are presented below for the city of Las Vegas.

Families who pay more than 30 percent of their income for housing are considered cost burdened and may have difficulty affording necessities such as food, clothing, transportation and medical care.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	114,245	49,480	38,685	1,850
White	74,485	26,445	19,540	860
Black / African American	9,395	6,635	6,335	275
Asian	6,080	2,385	1,820	165
American Indian, Alaska Native	795	210	325	60
Pacific Islander	185	125	100	0
Hispanic	21,010	12,620	9,690	445

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2007-2011 CHAS

Discussion:

Based on the data, 43 percent of all households have a housing burden greater than 30 percent including 19 percent of households with a burden greater than 50 percent. The attached table indicates that there are no racial or ethnic groups that have a disproportionately greater need than the needs of that income category as a whole.

Housing Cost Burden	<=30% AMI Percent	30-50% AMI Percent	>50% AMI Percent
Jurisdiction as a whole	56%	24%	19%
White	61%	22%	16%
Black / African American	41%	29%	28%
Asian	58%	23%	17%
American Indian, Alaska Native	57%	15%	23%
Pacific Islander	45%	30%	24%
Hispanic	48%	29%	22%

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Housing Problem:

Pacific Islander households (24 in total) have a disproportionately greater need for incomes at 50% AMI and under.

Severe Housing Problem:

Pacific Islander households (24 in total) have a disproportionately greater need for incomes at 50% AMI and below and Native American/Alaskan Native households (160 in total) at 30-50% AMI

Housing Cost Burden:

There are no racial or ethnic groups that have a disproportionately greater need than the needs of that income category as a whole.

If they have needs not identified above, what are those needs?

In addition to housing problems, it is likely that households living at or below 50% AMI and even those at <80% AMI have limited access to good schools, fewer opportunities to secure better housing, lower education attainment, lower paying jobs, and little to no savings. According to a Brookings Institution study based on the ACS 2012, it is estimated that approximately 16% of the City's population also has limited English proficiency causing another hurdle to better paying jobs and opportunities for family members.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

The figures and text below are from the Regional Analysis of Impediments. They illustrate the concentration of minority racial/ethnic groups and locations of residents living below the poverty level using 2010 data. These maps overlap in the more mature neighborhoods around downtown Las Vegas.

Figure 3 indicates the areas of heavier minority population for all of Clark County. It is similar in concentration to Figure 8, which pinpoints the areas of population which live under the poverty level. Figure 3 indicates the proportion of the population that all minorities constitute for all of Clark County. While Clark County's urban core, which is centered around Downtown Las Vegas, is quite racially and ethnically diverse, Figure 3 shows that some severe concentrations exist and that racial and ethnic diversity is not uniform throughout the county's urban core. As of 2010, minorities as a whole lived in the vast majority of the county's urban core.

Figure 3 also shows some substantial concentrations of minorities in the southern and eastern neighborhoods of North Las Vegas as well as in the eastern part of Las Vegas and in unincorporated Clark County east of North Las Vegas and south of Las Vegas. Many of these concentrations have become more intense and more widespread since 2000.

Figure 3 Minority Population per Are

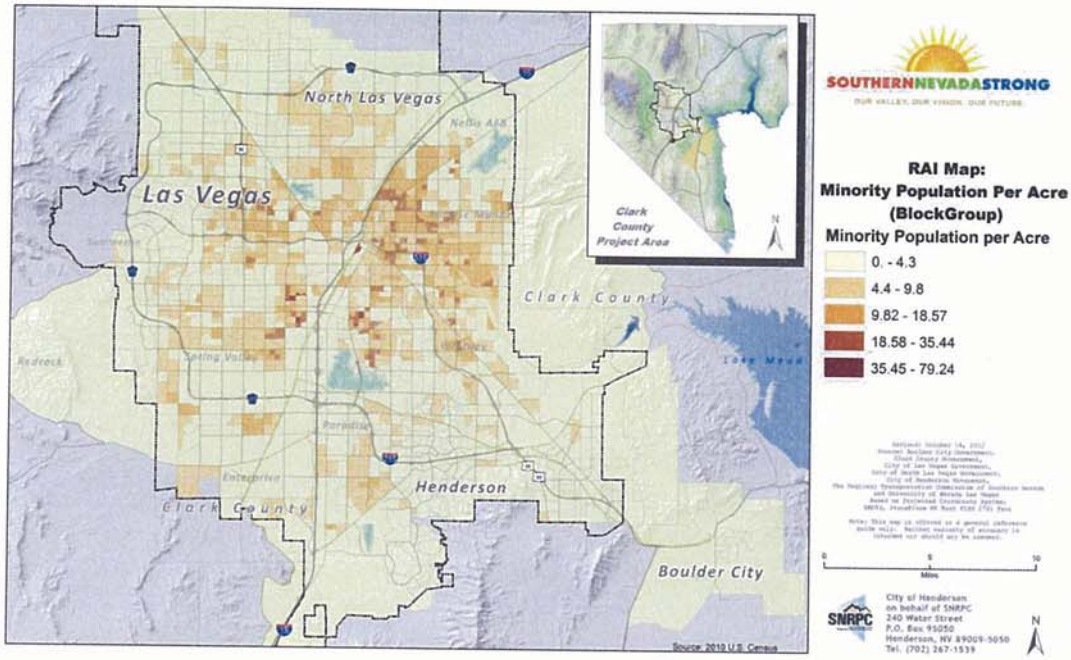
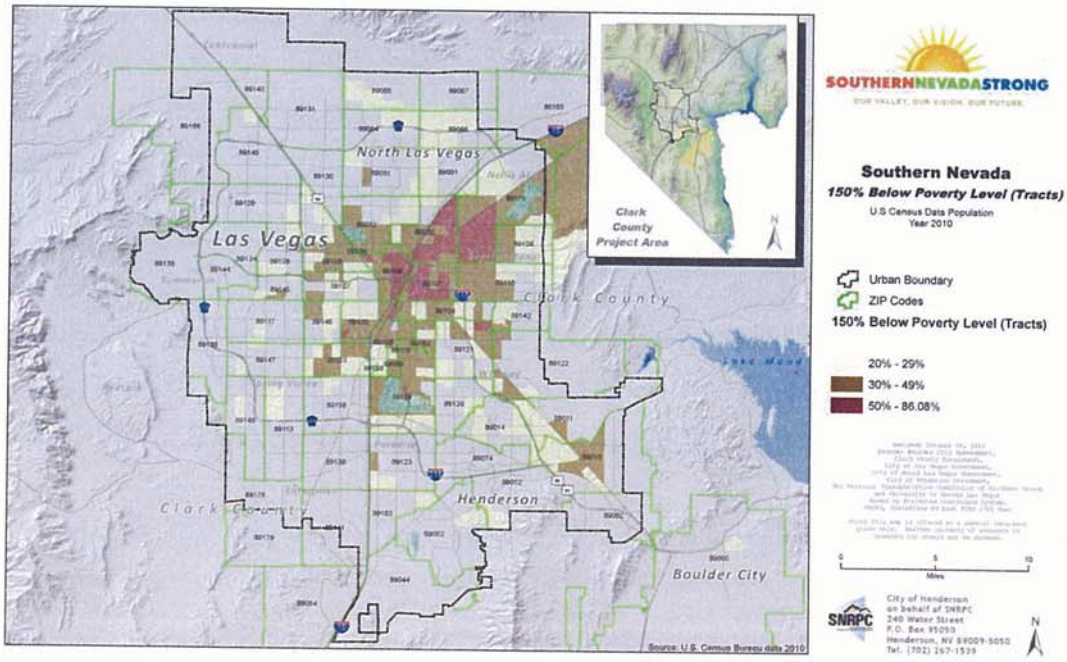


Figure 8 Residents Living under the Poverty Level in Southern Nevada



NA-35 Public Housing – 91.205(b)

Introduction

The Southern Nevada Regional Housing Authority (SNRHA) operates and manages the Public Housing (PH) in our area. The organization formally began operations on January 1, 2010 and combines the Housing Authority of the city of Las Vegas, Clark County Housing Authority, and North Las Vegas Housing Authority intone agency. SNRHA indicated that it has 2,667 public housing units, 9,938 vouchers and 2560 special purpose vouchers in the entire County. As seen in the map below, the majority of the public housing (19 out 29 & 4 senior non-aided sites) are located within City limits.

The following information in this section provided by the Southern Nevada Regional Housing Authority along with updated tables:

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	2,731	9,995	64	9,271	312	230	78

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	2,667	9,938	103	9835	804	289	1467

Data Source: SNRHA 2.2015

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	10,350	12,552	10,322	12,605	10,410	10,851
Average length of stay	0	0	5	5	0	6	0	2
Average Household size	0	0	2	2	3	2	1	3
# Homeless at admission	0	0	3	9	0	5	0	4
# of Elderly Program Participants (>62)	0	0	981	1,863	7	1,749	72	7
# of Disabled Families	0	0	496	2,357	8	2,118	140	34
# of Families requesting accessibility features	0	0	2,731	9,995	64	9,271	312	230
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project – based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Average Annual Income	0	0	10,508	13,120	9.913	13,677	9,409	10,183	13,243
Average length of stay	0	0	6.6	9.0	3.0	9.6	2.4	5.5	11.2
Average Household size	0	0	2.2	2.7	3.3	2.9	1.3	3.9	2.0
# Homeless at admission	0	0	266	952	11	119	761	40	21
# of Elderly Program Participants (>62)	0	0	988	1876	25	1378	165	14	294
# of Disabled Families	0	0	566	2546	13	1136	319	46	1032
# of Families requesting accessibility features	0	0	24	0	0	0	0		0

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project – based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of HIV/AIDS program participants	0	0	0	0	0	0	0		0
# of DV victims	0	0	0	0	0	0	0		0

Data Source: SNRHA 2.20145 ** Note: SNRHA added Disabled Column like other tables

Race of Residents

Race	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	1,188	3,203	20	2,834	165	121	49
Black/African American	0	0	1,397	6,533	39	6,201	137	104	27
Asian	0	0	83	113	3	104	4	1	0
American Indian/Alaska Native	0	0	25	64	1	58	4	1	0
Pacific Islander	0	0	38	82	1	74	2	3	2
Other	0	0	0	0	0	0	0	0	0

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	1151	3092	41	1893	472	154	532
Black/African American	0	0	1399	6657	57	5224	327	138	911

Race	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Asian	0	0	93	115	5	82	10	1	17
American Indian/Alaska Native	0	0	35	73	1	45	12	3	12
Pacific Islander	0	0	33	102	1	76	9	4	12
Other	0	0	0	0	0	0	0	0	0

Data Source: SNRHA 2.201115

Ethnicity of Residents

Ethnicity	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	542	1,073	14	997	23	23	10
Not Hispanic	0	0	2,189	8,922	50	8,274	289	207	68

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	538	1028	25	746	56	40	161
Not Hispanic	0	0	2127	8956	78	6539	762	257	1320

Data Source: SNRHA 2.201

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

There are 82 families with disabilities on the Housing Choice Voucher waiting list, which is 10% of the households on the list. The waiting list has been closed since 2008 (over 7 years). There are 998 families with disabilities on the Public Housing waiting list, which is 27.1% of households on the list. The waiting list has been closed since July 2014 (over 6 months). These households need access to transportation, supportive services for their disabled household member, food assistance, education opportunities and access to other mainstream programs.

[Source: Southern Nevada Regional Housing Authority]

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

The Southern Nevada Regional Housing Authority provides housing and supportive services to the very low-income, especially those at 30% AMI and below. Their most immediate needs include transportation, access to other mainstream programs, job training, additional education, food assistance, health care, and childcare assistance. The most immediate need for the Housing Choice Voucher participants would be security deposits.

[Source: Southern Nevada Regional Housing Authority]

How do these needs compare to the housing needs of the population at large

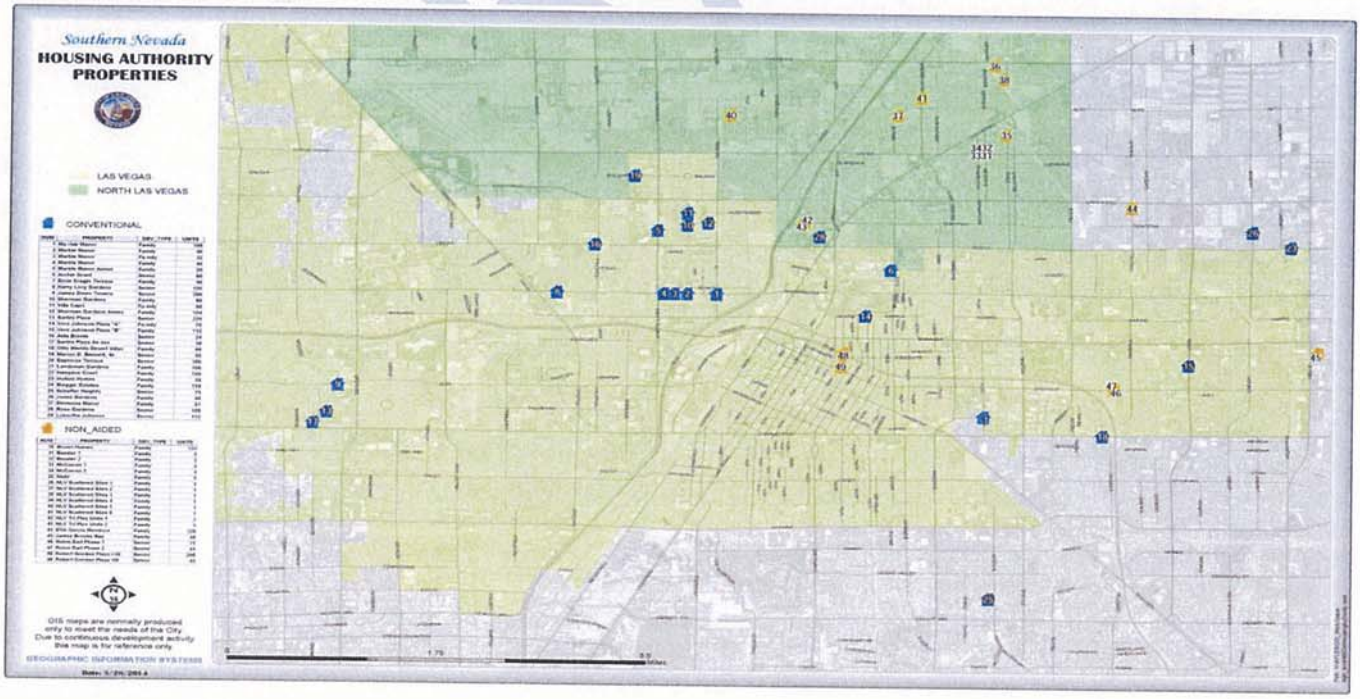
The needs of public housing and housing choice voucher holders mirror those of the population at large as cost burden appears to be the major problem with most low-and moderate income households.

[Source: Southern Nevada Regional Housing Authority]

Discussion

The majority of existing affordable rental housing in the City is affordable to those with incomes between 51 and 80% of AMI. There are 2,882 public housing units and 9,995 publicly assisted households in Clark County with lengthy waiting lists for both programs. These facts indicate the need for the production of more affordable rental units for those with incomes below 50% of AMI.

[Source: Southern Nevada Regional Housing Authority]



Voucher holders by jurisdiction and race

Voucher Holders by Jurisdiction	Total Voucher Households	Caucasian	Non-Hispanic Caucasian	African American	Asian	Hispanic of Any Race
Unincorporated Clark County	2977	1071	718	1808	34	395
Las Vegas	2423	718	512	1628	31	220
North Las Vegas	1441	192	108	1232	5	94
Henderson	537	289	231	224	12	66
Boulder City	13	12	12	1	0	0
Total	7391	2282	1581	4893	82	775
Total as a percentage		30.9%	21.4%	66.2%	1.1%	10.5%

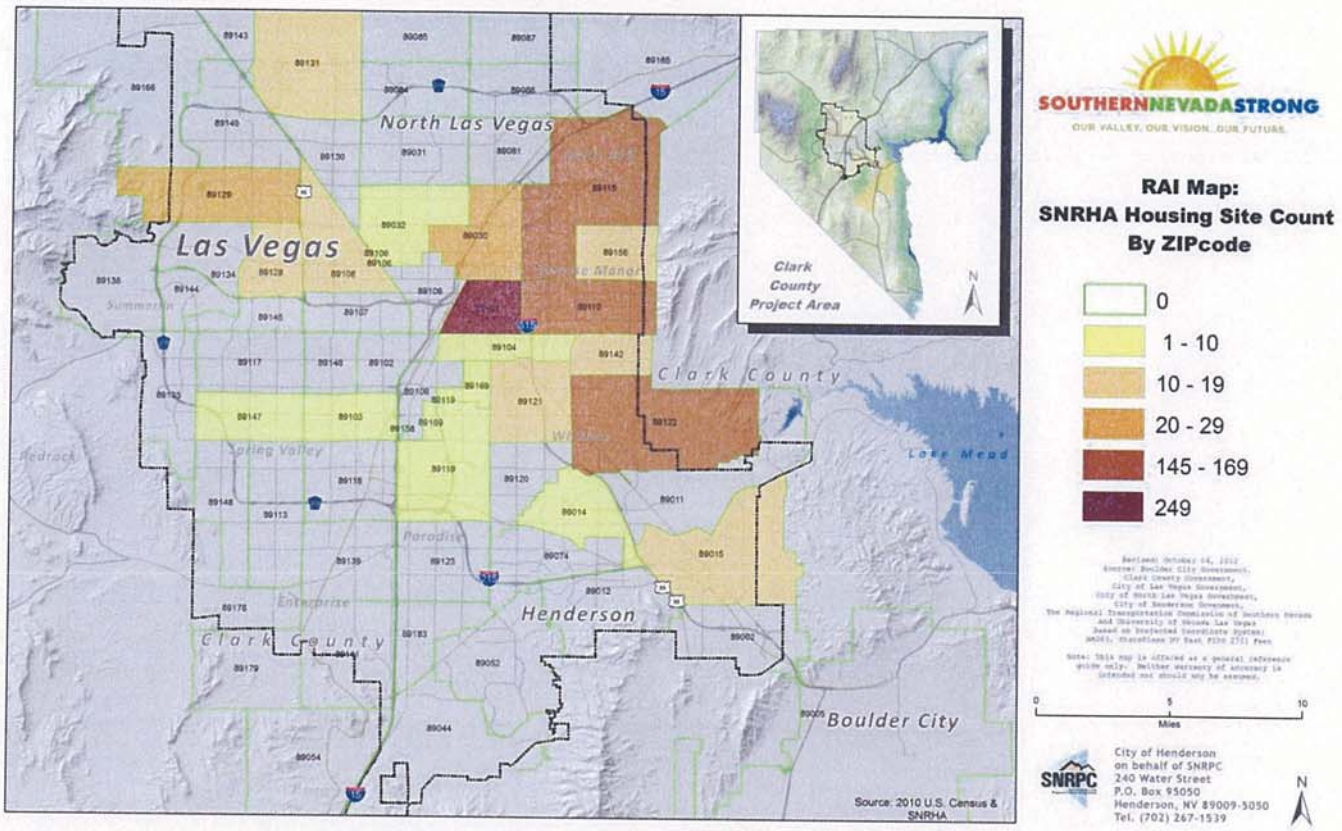
Source: SNRHA, April 2014, Table 46 from the RAI

"Table 46 shows the total number of Housing Choice Voucher holders for each jurisdiction and is also broken down by race. Clark County and Las Vegas have the most total voucher holders, which would not be unexpected by their larger land areas than the other jurisdictions. Henderson seems to be low in the numbers, which was also shown in the maps on previous pages. As a jurisdiction with more high opportunity areas, it would be ideal to find higher participation rates in this area. As noted in the previous paragraph, this could be related to the amount of rental assistance being provided is simply not enough for participants to be able to afford to live in the higher priced areas.

Table 46 also breaks down the residents by race, and similar to the public housing sites, a disproportionate number of Housing Choice Voucher residents are African American (66.2% compared to 10.7% of total population). As noted above in the public housing section, there are most likely many contributing factors to this. The Southern Nevada Strong Regional Plan provides land use recommendations that would affect many of the social issues that may influence this trend, such as better school siting, improved economic opportunity, and increased transportation choices. However, as noted before this is a larger social trend that needs to be addressed on many fronts. For the purposes of this report, *a recommendation would be made to the SNRHA to continue to promote their self-sufficiency programs, especially within the African American community."*

DRAFT

Figure 38 Location of SNRHA Affordable Housing Units



According to the Regional Analysis of Impediments (RAI), the majority of the affordable housing units owned by the SNRHA are in the zip codes 89101, 89110, 89115, and 89122. These zip codes are located in the eastern section of the valley and are concentrated in areas designated as low and very low opportunity index sites. It is a positive program for the SNRHA to be able to utilize these sites in order to provide more affordable housing options for southern Nevada residents, however, SNRHA should attempt to provide more sites in higher opportunity areas. It is obviously a balancing act for SNRHA to weigh the costs of properties versus the amount of families they can help, which very likely contributes to more residences being purchased in these lower priced communities. However, the SNRHA should look for any opportunity to find some lower priced properties in the higher opportunity areas.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

The SNH CoC Board is responsible for implementation and evaluation of the Help Hope Home Plan to End Homelessness. An updated gaps analysis was conducted in 2013 to help identify the needs of homeless households and develop a regional response. Homeless needs are identified through regular meetings of the SNH CoC Board, the Point in Time (PIT) Count, and regular communication between outreach workers, the emergency shelters and supportive housing programs.

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

It is estimated that 36,718* members of the Southern Nevada population experience homelessness annually. The annual estimate of homelessness in Southern Nevada represents approximately 1.9% of the total population of Southern Nevada.

*Includes all of Clark County.
Source: 2014 Southern Nevada Homeless Census & Survey

DRAFT

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	1887	3088
Black or African American	1894	2059
Asian	99	85
American Indian or Alaska Native	32	158
Pacific Islander	46	65
Other	425	810
Ethnicity:	**Sheltered:**	**Unsheltered (optional)**
Hispanic	542	2029
Not Hispanic	3839	4237
TOTAL	4381	6266
	Total Homeless 10647	

Data Source: 2014 Southern Nevada Homeless Census and Survey

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

Based on the 2014 Southern Nevada Homeless Census and Survey, there were 355 families with children and 1 veteran family with children homeless for the PIT count. These families are those in poverty, usually having a single parent in a minimum wage job and oftentimes with a mixture of substance abuse, domestic violence, mental health issues and child abuse in the family dynamic. They also have limited support systems.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

The most recent surveys conducted in Southern Nevada (years 2013 and 2014) have shown that individual homeless persons are more likely to be White males over the age of 30. In 2013, 73.8% of the Southern Nevada survey respondents indicated they were of male gender, and 43.3% of 2013 survey respondents identified their racial/ethnic group as White/Caucasian. Similarly, 71.4% of the 2014 respondents identified themselves as male gender, and 47.3% identified themselves as White/Caucasian. Black/African American households are overly represented in the homeless population; they are 9.8% of the overall population but 39.4% of the homeless population.

It should be noted that prior to 2014, HUD required CoCs to report race, ethnicity, and gender data separately for all persons surveyed. However, per HUD, race and ethnicity data were collected using separate survey questions. However, in the 2014 Southern Nevada Homeless Survey, the majority of survey respondents were not aware of the difference between 'race' and 'ethnicity', and the survey results reflect this. While 885 respondents provided a response to the race question (Which racial group do you identify with the most?), only 351 provided a response to the ethnicity question (Which ethnic group do you identify with the most?) This must be taken into account when reviewing data for race and ethnicity for the year 2014.

- 47.3% of survey respondents identified their racial group as White/Caucasian.
- 39.4% of respondents identified their racial group as Black/African American.
- 1.6% of respondents identified their racial group as American Indian/Alaskan Native.
- 2.5% of respondents identified their racial group as Asian/Pacific Islander
- 9.2% of respondents identified their racial group as Other/Multi-Ethnic.

- 30.2% of respondents identified their ethnic group as Hispanic/Latino

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Extensive information on the nature and extent of homelessness is available in detail in the *2014 Southern Nevada Homeless Census and Survey*, available on the HELPHOPEHOME.ORG website. The following description of the nature and extent of unsheltered and sheltered homeless households is pulled directly from the census and survey, and focuses on a small proportion of the information available.

The 2014 Southern Nevada PIT Count indicates that between 2013 and 2014, the total number of homeless persons increased from 7,355 to 9,417, respectively. The number of unsheltered homeless persons (including the hidden homeless population) increased from 4,435 to 5,468 respectively during this time period. It is estimated that 36,718 members of the Southern Nevada population experience homelessness annually. The annual estimate of homelessness in Southern Nevada represents approximately 1.9% of the total population of Southern Nevada. Some of the most important findings are outlined here:

- 58% of homeless persons in Southern Nevada were unsheltered.
- 36.1% of the unsheltered population was considered "hidden" homeless, and the remaining 63.9% were classified as street homeless.
- 41.9% of the persons enumerated in the PIT Count were in sheltered facilities.
- 27.8% of survey respondents were between the ages of 51 and 60.
- 9.6% of respondents were between the ages of 18 and 21, which more than doubles the amount of homeless persons in this category in 2013 (4.7%).
- 73.9% reported living in Southern Nevada when they most recently became homeless.
- 50.1% survey respondents cited job loss as the primary cause of their homelessness, making it the primary cause of homelessness for the majority of this population.
- 45.8% of survey respondents reported that they were homeless for the first time.
- 38.3% of survey respondents reported that they had been homeless four or more times in the last three years.
- 41.1% of the 2014 survey respondents reported that they had been homeless for a year or more since their last housing situation; this is one criterion included in the HUD definition of chronic homelessness.
- 43.9% reported that they were renting a home or apartment prior to becoming homeless.
- No Transportation was the leading barrier to obtaining employment (27.4%), closely followed by No Permanent Address (23.4%).
- The most commonly used service/assistance was Free Meals (41.2%).
- 916 persons of the unsheltered (street) population was found to be living in cars/vans/RVs, abandoned buildings, encampments, and parks.
- 28.5% of homeless respondents indicated that since they most recently became homeless, they had needed medical care but had been unable to receive it.
- 6.6% of survey respondents reported they were incarcerated immediately before becoming homeless this time
- The majority (74.8%) of survey respondents had spent no nights in jail or prison during the 12 months prior to the survey.

Discussion:

The increase in youth homelessness from 2013 to 2014 is a matter of concern for the community and will need to be addressed. Homeless individuals and families need better access to mainstream programs, medical care, re-entry assistance, transportation assistance, and housing. With 45.8% reporting that they are first time homeless and 43.9% reporting being housed prior to their homelessness, Southern Nevada needs to expand opportunities to prevent homelessness, keeping families stable and ultimately saving money. The City is also an active member of the US Conference of Mayors and convenes monthly with stakeholders to implement strategies for reaching "functional zero" for our homeless veterans. Functional zero means no homeless Vets on the streets.

DRAFT

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

The Office of Community Services funds and operates programs and services that meet the basic needs of the most vulnerable people in our community - families and individuals with low incomes, children, domestic violence and sexual assault victims, homeless people, seniors, and persons with disabilities. We invest in programs that help people gain independence and success.

The special needs population includes elderly and frail elderly, persons with disabilities, persons with alcohol and other addictions, persons diagnosed with AIDS and related diseases, mental illness, and victims of domestic violence. Self-sufficiency is not an option for certain segments of the special needs population due to age and/or need for services. These households need permanent housing with supportive services, assisted living, transportation, medical services, treatment options and many other social service supports.

This section will discuss the characteristics and needs of persons in various subpopulations of Las Vegas who are not homeless but may require supportive services, including the elderly, frail elderly, persons with disabilities (mental, physical, developmental) persons with HIV/AIDS and their families, persons with alcohol or drug addiction, and victims of domestic violence and their families. Services to these populations are critical to preventing homelessness.

The City will conduct a survey with the local Aids Service Organizations (ASO), to ascertain what the housing needs are for the approximate 1,562 persons with HIV/AIDS who may be underserved or lack sufficient housing.

HOPWA HUD #'s

Current HOPWA formula use:	
Cumulative cases of AIDS reported	6,030
Area incidence of AIDS	215
Rate per population	11
Number of new cases prior year (3 years of data)	641
Rate per population (3 years of data)	11
Current HIV surveillance data:	
Number of Persons living with HIV (PLWH)	6,170
Area Prevalence (PLWH per population)	308
Number of new HIV cases reported last year	0

Table 26 – HOPWA Data

Data Source: CDC HIV Surveillance

HIV Housing Need (HOPWA Grantees Only)

Type of HOPWA Assistance	Estimates of Unmet Need
Tenant based rental assistance	0
Short-term Rent, Mortgage, and Utility	66
Facility Based Housing (Permanent, short-term or transitional)	0

Table 27 – HIV Housing Need

Data Source: HOPWA CAPER and HOPWA Beneficiary Verification Worksheet

Describe the characteristics of special needs populations in your community:

Elderly and Frail Elderly-

HUD Defines Elderly as anyone 62 years of age or older and Frail Elderly are elderly persons who require assistance with three or more activities of daily living (i.e. bathing, walking, light housework). In Las Vegas, the number of households with residents aged 55 and older increased in the past decade. Between 2000 and 2010 (Census), Las Vegas saw population growths those 85 and older rose 74 percent and those 60 to 64 rose (42 percent). Nevada's 65+ populations grew 48.2% between 2000 and 2010. According to the 2010 Demographic Profile, 46,656 of the population is 60 and older. In 2010, almost two-thirds of the state's nearly 150,000 veterans 55 or older lived in the Las Vegas-Henderson area. (Elders Count Nevada) By the year 2020, 1 in 5 citizens of Nevada will be over the age of 65. All other age groups are projected to decrease in population during this same amount of time. (SNS Existing Conditions Report)

Severely Mentally Ill (SMI)-

As of 2012 the Nevada Division of Public and Behavioral Health estimate the population of Severely Mentally Ill people in Clark County to be 12,379, the highest in the state. Of that group, they estimate that roughly 25% are receiving the services that they need. Clark County has the most noticeable insufficient service reach in Nevada which is a direct impact on the City. People in their middle stages of life are more likely to receive the resources they need. There are few resources for early intervention/prevention and the~~,~~ elderly SMI are less likely to receive the services they need.

Behavioral Gaps analysis 2012

Severely mentally ill encompasses a range of people with variable service and support needs. Severely mentally ill population includes people under the age of 60 suffering from dementia as well as violent and sex offenders.

Developmentally Disabled-

According to the Developmental Disabilities Resource Center, Developmental disabilities are disabilities manifested before the person reaches twenty-two (22) years of age. These constitute a substantial disability to the affected individual, and attribute to mental retardation or related conditions which include cerebral palsy, epilepsy, autism or other neurological conditions, when such conditions result in impairment of general intellectual functioning or adaptive behavior similar to that of a person with mental retardation. Between 1997 and 2008 the prevalence of parent reported developmental disabilities grew 17.1% country-wide. There were about 1.8 million more children diagnosed with developmental disabilities between 2006-2008 compared to the previous decade. (CDC). Children of families living below the poverty line are more likely to have developmental disabilities. This growth in self-reporting means we will continue to see a growing need for housing and supportive services for this group.

Physically Disabled-

The federal government describes people with physical disabilities as someone who (1) has a physical impairment that substantially limits one or more "major life activities," (2) has a record of such impairment, or (3) is regarded as having such impairment. This is a broad definition that covers everything from genetic disorders affecting physical impairment to amputations. This makes assessing demographics for this group difficult. A person with

physical disabilities is often part of another special needs group such as elderly, frail elderly, or developmentally disabled that require supportive services as well.

The removal of architectural barriers from the homes of the elderly and the physically disabled is a cost effective way to maintain safe and secure housing for persons with special needs, ensuring, to the extent possible, their independent living. Overall, the rehabilitation of aging housing, especially those homes owned by the elderly, is a priority to address health and safety needs and to prevent deterioration and blight in neighborhoods. Additionally, supportive services are also a necessary component to housing in order to maintain safe, stable and independent living. Providing more tenant based rental assistance coupled with convenient access to supportive services would provide dignified living situations for the elderly and the disabled. Based on individual situations, both persons with mental illness and persons impaired by chronic substance abuse need a broad range of services such as case management, treatment, housing, financial assistance, and employment in order to improve their participation in society. Some individuals may be able to live independently, with or without supportive services, while others cannot. Each person's abilities must be carefully evaluated in order for the individual to be provided with the most appropriate services. Since low income mentally ill persons and individuals who chronically abuse drugs and alcohol may be particularly vulnerable to homelessness as discussed on section NA-10 Housing Needs Assessment, special attention is necessary to these housing needs in order to prevent homelessness.

Persons with Alcohol and Other Drug Addictions-

According to the Substance Abuse and Mental Health Services Administration (SAMSHA), Nevada ranks within the top 10 states for the following substance abuse and mental health issues: Illicit drug use (not marijuana), non-medical use of pain relievers and a major depressive episode in the past year. Rates of abuse or dependence on alcohol have remained at or above the national rate for years, while rates of abuse or dependence on drugs is more variable, generally remaining at or below the national rate.

Persons with HIV/AIDS:

This population needs a variety of supportive services to maintain their physical health and self-sufficiency. Among the most sought after services by persons with HIV/AIDS are physician services, case management, clinic services, nutrition centers, and rental assistance.

What are the housing and supportive service needs of these populations and how are these needs determined?

Elderly/Frail Elderly: According to the Clark County Housing Market Analysis by ECONwest in 2013, which includes the city of Las Vegas, "People over 65 will make up 20% of the population in 2035 (up from 12% in 2012). The aging of the population will decrease demand for single-family detached units and increase demand for housing types specific to seniors, such as assisted living facilities."

Persons with mental, physical, and/or developmental disabilities

The SNRHA states there are 82 families with disabilities on the Housing Choice Voucher waiting list, which is 10% of the households on the list. The waiting list has been closed since 2008 (over 7 years). Due to the age of the list, it is unknown what the need is today, but one

can deduce that with the growing numbers of poverty and the more current Public Housing waitlist of 998 families with disabilities as a guide, there is a great need of housing support.

The latest information was garnered from a study conducted in 2011 by Cornell University indicating that there are 307,100 (11.4%) disabled individuals in the State of Nevada, which had increased by nearly 1% since the 2010 Census. In the absence of more specific data, the percentage of disabled individuals was projected across the City's population and distributed proportionately among the twenty zip codes. Further, the study indicated that the median income of $39,800 for disabled individuals was 25% or nearly $10,000 lower than for the general population. Therefore, the demand for affordable housing for those individuals with disabilities would be equal to 11.4% of the market demand for the general population of each of our twenty zip codes.

Persons with HIV/AIDS and their families

From 2012 to 2014 there was a 12.06% increase in HIV/AIDS diagnosis in the Las Vegas TGA. We know that approximately 29.35% of the current HIV/AIDS population of 7,808 is receiving Ryan White services. Of the clients being served, 20% are unstable and need assistance. If we apply that to the entire population, then 1,562 households need assistance. We will conduct more extensive surveys to determine if clients need Tenant Based Rental Assistance (TBRA), Short Term Rental Mortgage and Utility assistance (STRMU) or permanent affordable housing.

Currently there are 40 permanent affordable rental units which are operated by three Project Sponsors, 20 are owned and operated by Aid For Aids of Nevada (AFAN), 12 are scattered site units owned and operated by Golden Rainbow, and Women's Development Center (WDC) provides between 12 and 15 set-aside scattered site units as funding permits. These numbers point to a serious lack of dedicated housing to this population. Less than 1% of the very low income clients are receiving this type housing assistance. AFAN provides Tenant Based Rental Assistance to 36 households and STRMU to 160 households. These also equal to less than 1% of the population.

Persons with Alcohol or other Drug Addiction

Persons with alcohol and other drug addictions experience many of the same housing needs as persons with disabilities. The housing resources for non-homeless AODA are limited. While the homeless AODA population has access to emergency shelters and resources, there is a need for long term and permanent housing with services to support a lifestyle of recovery, including case management, access to mental health services and job training. Rates of unmet treatment in Nevada vary for illicit drugs and/or alcohol. In general, the rates for unmet treatment of drug users remains at or below the national average while the rates for unmet treatment of alcohol abusers stay at or above the national average.

Victims of domestic violence and their families

Domestic Violence in all forms is greatly under reported throughout the nation and there is no national database tracking numbers, so estimating its scope in Las Vegas is difficult. Women, men, children and families leaving domestic violence often flee with little to nothing. The fear of not knowing where or how to seek help and what will happen paralyzes many victims.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

The Las Vegas Transitional Grant Area (TGA) is comprised of three counties–Clark and Nye Counties in Nevada and Mohave County, Arizona. The city of Las Vegas serves as the administrator of the formula grant-funded HOPWA program which is part of the Ryan White TGA. The numbers in this plan are attributed only to the Paradise EMSA (Eligible Metropolitan Statistical Area), which is all jurisdictions within Clark County.

According to the Las Vegas TGA Ryan White 2014 Comprehensive Care Plan, as of December 31, 2013 there were a total of 7,808 persons living with HIV/AIDS (PLWH/A) in Clark County as reported by the Nevada State Health Division-HIV/AIDS Surveillance Program. They also reported that there were 4,041 persons living with AIDS (PLWA) and 3,767 people living with HIV (PLWH) in Clark County as of December 31, 2013.

In 2013 there were 379 new HIV infections reported in Clark and Nye County with 328 of those being male and 51 female. New diagnosis were predominately in the White, non-Hispanic population with 140, followed by the Hispanic population with 117, Black, non-Hispanic with 93, and Asian/Hawaiian/Pacific Islander 17. Male to male sexual contact (MSM) continues to be the primary mode of transmission in Clark County representing 251 of all new infections which is an astounding 77% of all new infections for 2013. This is followed by MSM+IDU (injection drug user) at 26 and 8%, Heterosexual contact with 46 and 12%, and IDU with 13 or 3% respectively. New diagnosis were predominately in the 25-34 age range at 132 and 35%, followed by 13-24 at 86 and 23%, 35-44 at 69 and 18%, and 45-54 at 60 and 16% respectively.

New AIDS diagnosis in 2013 for Clark County followed somewhat of a similar trend. Total new AIDS diagnosis in the area was 220 for 2013. Males represented 85% of all new AIDS diagnosis and females just 15%. With regard to race/ethnicity the White, non-Hispanic population represented 35% of new cases, Black non-Hispanic 30%, Hispanic 28% and Asian/Hawaiian/Pacific Islander 5%. MSM also dominated new AIDS diagnosis with 76% in 2013 followed by Heterosexual contact at 11%, IDU at 6% and MSM at 5%. With regard to age the majority, 27% are 25-34, 24% are 35-44, 23% are 45-54, and finally 14% are 55-64 respectively.

From 2012 to 2014 there was a 12.06% increase in HIV/AIDS diagnosis in the Las Vegas TGA. We know that approximately 29.35% of the current HIV/AIDS population of 7,808 is receiving Ryan White services. Of the clients being served, 20% are unstable and need assistance. If we apply that to the entire population, then 1,562 households need assistance. We will conduct more extensive surveys to determine if clients need TBRA, STRMU or permanent affordable housing.

Currently there are 40 permanent affordable rental units which are operated by three Project Sponsors, 20 are owned and operated by Aid For Aids of Nevada (AFAN), 12 are scattered site units owned and operated by Golden Rainbow, and Women's Development Center (WDC) provides between 12 and 15 set-aside scattered site units as funding permits. These numbers point to a serious lack of dedicated housing to this population. Less than 1% of the very low income clients are receiving this type housing assistance. AFAN provides Tenant Based Rental Assistance to 36 households and STRMU to 160 households. These also equal to less than 1% of the population.

Discussion:

The following information comes from the Citywide Housing Market Study and the Regional Analysis of Impediments.

From the Citywide Housing Market Study:

Special Needs Affordable Housing

According to the Americans with Disabilities Act, a person is considered to be disabled if they have a physical or mental impairment that substantially limits one or more major life activity; a record of such impairment, or being regarded as having such an impairment.

Single Family Housing Demand

The latest information was garnered from a study conducted in 2011 by Cornell University indicating that there are 307,100 (11.4%) disabled individuals in the State of Nevada, which had increased by nearly 1% since the 2010 Census. In the absence of more specific data, the percentage of disabled individuals was projected across the City's population and distributed proportionately among the twenty zip codes. Further, the study indicated that the median income of $39,800 for disabled individuals was 25% or nearly $10,000 lower than for the general population. Therefore, the demand for affordable housing for those individuals with disabilities would be equal to 11.4% of the market demand for the general population of each of our twenty zip codes.

Multi-Family Rental Housing Demand

The same study and projections were made to determine the multi-family housing demand for our special needs populations as was used to determine the single family housing demand. However the demand was based upon 11.4% of the multi-family housing demand for the general population. The demand for affordable units is included within the overall housing demand goals for families at or below 60% AMI.

From the Regional Analysis of Impediments:

Disability Status

Table 13 shows the number of residents with disability status for Clark County, Las Vegas, North Las Vegas, Henderson, and Boulder City, compared with the state of Nevada in 2012. For all jurisdictions other than North Las Vegas, the percentage has increased since 2000.

Table 13 Disability status for the civilian non-institutionalized population 5 years and over, 2000 and 2012, Nevada, Clark County, and selected cities

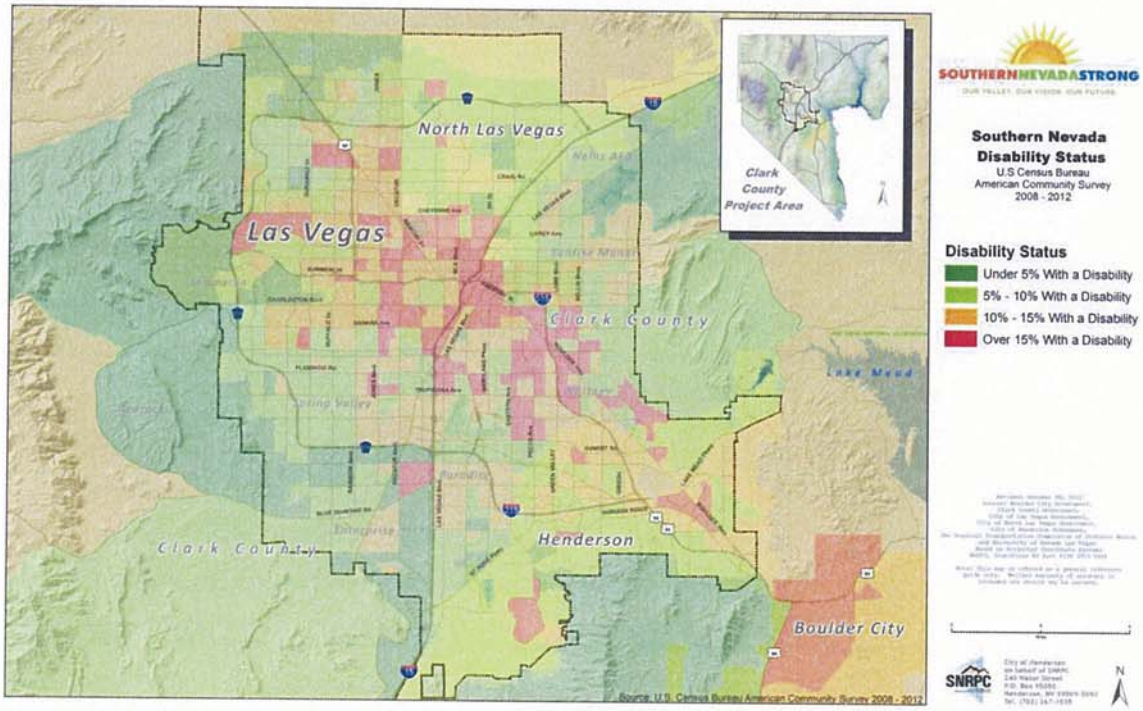
Area	2000		2012*	
	Disability status, civilian non-institutionalized population 5 years and older	% with a disability	Disability status, civilian non-institutionalized population 5 years and older	% with a disability
Nevada	375,910	10.3%	328,715	12.9%
Clark Co	264,470	10.5%	232,068	12.6%
Las Vegas	96,564	11.1%	75,587	13.8%
North Las Vegas	21,330	10.5%	20,450	10.2%
Henderson	26,262	8.1%	27,796	11.1%
Boulder City	2,761	9.7%	2,147	14.9%

Source: U.S. Census 2000 SF4 Table QT-P21, U.S. Census 2012 Table S1810, and U.S. Census 2008-2012 Table S1810. *2012 data for Clark County, Las Vegas, North Las Vegas and Henderson is from the ACS 1-year estimates while data for Boulder City reflects ACS 5 year estimates (2008-2012)

Figure 6 shows that people with disability status live throughout Southern Nevada. As our population ages, Southern Nevada can only expect for the number of disabled residents to increase. As these numbers increase, it will be increasingly important to examine the housing opportunities, transportation options, and improvement plans for physical access for those with disabilities and to ensure that efforts are made to address fair housing.

The locations in Figure 6 show several different scenarios for location choice for disabled residents in Southern Nevada. Some of the darker red areas (areas with over 15% disability status rates) are in areas popular with large concentrations of senior residents, including the Anthem area of Henderson (with several age restricted communities) and the Summerlin area of Las Vegas (also with an age restricted community). A second area of red surrounds the Las Vegas medical district, a large medical community of West Las Vegas, bounded by Charleston Blvd and Alta Drive, west of I-15. This area serves a large medical community of hospitals, medical clinics, and ancillary services, and would naturally welcome a large community in need of medical services. The third area of dark red mirrors the low-income urban core area of Southern Nevada. This area has the lowest income rental units and housing accommodations as well as the most accessible transit and for that reason may be a reason more disabled residents, especially those with a fixed income, locate in this area.

Figure 6 Locations of residents with disability status



Median income and poverty status by protected class and jurisdiction

Table 17 below, shows the median income and poverty status for Caucasians, African Americans, Asians, other races, Hispanics, residents with disability status and households with female heads of household. Asians and Caucasians have the largest median income and lowest percentage below poverty level and disabled residents and households with female heads of households have the lowest median income. The households with a female head of household are by far the largest percentage living in poverty.

Table 17 Median income and poverty status for Clark County in total

Protected Class Designation	Median Income	Percent Below Poverty Level
White Alone *not a protected class	$ 56,577	13%
Black Alone	$ 40,959	22%
Asian Alone	$ 62,207	9%
Other Race	$ 48,619	19%
Hispanic or Latino	$ 44,719	21%
With Disability	$ 31,136	18%
Households With Female Head of Household	$ 32,976	27%
Total	**$ 54,218**	**14%**

Source: United States Census Bureau American Community Survey, 2008-2012

This pattern is also seen in the individual jurisdictions, Tables 18 – 20, of Las Vegas, North Las Vegas and Henderson. In all of these jurisdictions, the African American category has the lowest median income and highest percentage below the poverty level of all the races. The disabled category shares a low median income with female head of households, however, does not have as high a percentage below poverty level. Henderson is the only one of these jurisdictions to not have female heads of households as the largest percentage below poverty (African American holds this designation in Henderson).

Table 18 Median income and poverty status for Las Vegas

Protected Class Designation	Median Income	Percent Below Poverty Level
White Alone *not a protected class	$ 55,793	14.2%
Black Alone	$ 36,807	24.2%
Asian Alone	$ 58,331	10.2%
Other Race	$ 44,145	23.1%
Hispanic or Latino	$ 42,711	24.0%
With Disability	$ 24,887	19.5%
Households With Female Head of Household	$ 32,077	28.5%
Total	**$ 52,601**	**16.2%**

Source: United States Census Bureau American Community Survey, 2008-2012

Looking back at Figure 6, we note that some disabled residents are also clustered in this urban core area where the contract rents are lowest. These disabled residents may be tied to the area due to a fixed income level which blocks their ability to seek out higher rent locations. There are some disabled residents clustered in other areas, however, as previously noted, that is probably due to the proximity of health care or age-restricted communities. These disabled residents are most likely those not as constrained by income constraints or savings levels.

A majority of the transit system is accessible to LEP Spanish speaking residents. The more concentrated Hispanic areas of the northeast and east parts of the region are covered, with the only areas not covered being the southeast, very north and very west neighborhoods. Additionally, almost all of the transit lines are covered as paratransit lines for the physically disabled.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The city of Las Vegas provides a number of public facilities available for citizens, including parks, community centers, and swimming pools. There is a need for public facilities that serve populations with special needs and for facilities that bring public services as described below into the communities where they are most needed.

The city of Las Vegas has identified the following needs for public facilities:

- Senior Centers
- Recreation Centers
- Parks Facilities
- Community Centers
- Community Resource Centers
- Health Care Facilities
- Facilities for Abused and Neglected Children
- Employment Training Facilities
- Educational Facilities
- Mental Health/Substance Abuse Facilities

How were these needs determined?

Public improvement needs were determined through an annual CIP budgeting process through department requests, research/consultations, CDRB recommendations, citizen input, Council priorities, and Mayoral priorities.

Describe the jurisdiction's need for Public Improvements:

Las Vegas has a number of public improvement needs, including sidewalk, streetscape/landscaping, ADA ramps and other street improvements that would make streets safe and accessible for all residents.

How were these needs determined?

Public improvement needs were determined through an annual CIP budgeting process through department requests, citizen input, Council priorities, and Mayoral priorities.

Describe the jurisdiction's need for Public Services:

In the past four Consolidated Plans, 96,428 low income households received public services that ranged from case management, to rental assistance, child care scholarships, literacy programs, homeless prevention, employment training, transportation, and other services. By partnering with local non-profits, the city helped to create suitable living environments, provide decent affordable housing, and create economic opportunities to assist low income people to attain self-sufficiency.

The existing cost burden on LMI households and renters especially, is an overarching concern for which public services are needed. There is a great need for a streamlined public service approach that combines a series of social needs: workforce development, regional transportation, primary and secondary education, and increased job opportunities.

DRAFT

The city of Las Vegas also has several initiatives tasked to address strategic priorities adopted by City Council in 2014 known as *City by Design*. *City by Design* highlights education and homelessness as two of the City's four strategic priorities. According to the Annie E. Casey Foundation analyzing children's well-being, Nevada's public school system remains dead last in the nation for a third year running. Schools in downtown Las Vegas are some of the lowest performing in the State. The City is taking initiative through various programs to make a collaborative effort and make a difference in the underperforming areas.

1. Downtown Achieves - Enhancing educational attainment in seven elementary, two middle, and two high schools in and around the downtown core.
2. Innovations in Education - Vision: By 2020, Las Vegas schools in the "impact zones" will be a national model of school improvement and community engagement in Clark County. The City aspires to facilitate transformational change in a small group of schools (16) by coordinating efforts across multiple systems.
3. Las Vegas My Brother's Keeper - The city of Las Vegas is co-sponsoring the initiative, with Nevada Partners. The program focuses on young males and in 2014, community stakeholders were challenged to meet the following three goals: 1) entering school ready to learn & reading at grade level by third grade; 2) keeping students on track to graduate 3) addressing the school to prison pipeline by reducing the racial and ethnic disparities related to disciplinary policy and practices; and contact with the Juvenile Justice System.
   [www.lasvegasnevada.gov/Government]
4. Homeless Advisory Committee - The mission of this committee is to connect street homeless in the urban core to housing & services that improves safety, health, and wellness. Subgroups work on addressing critical needs, housing, accountability and performance measures, building funding strategies, and public safety through physical enhancements and programs..

The City is utilizing Redevelopment Set Aside funds to enhance the use of CDBG and ESG funds for eligible homeless projects. This allows the city to stretch its allocation of CDBG Public Service funds.

How were these needs determined?

Public service needs were identified through public input sessions and focus groups with organizations representing local government, housing, finance, and Special Needs interests.

The City also conducted research on risk indicators, compiling information on areas surrounding the most underperforming schools to come up with three revitalization areas which the City plans to invest in to make a positive change for the neighborhoods, schools, and children.

For more information on the City's priorities regarding education and homelessness please review the HUD Application Manual for FY 15/16 at:
http://www.lasvegasnevada.gov/Apply/20724.htm

MA-05 Overview

Housing Market Analysis Overview:

The city of Las Vegas and Southern Nevada had seen unprecedented growth prior to the Great Recession of 2007-2009. Since 1980 the City saw a 276 percent growth in its

population with the largest percentage increase occurring in the 1990's when the City grew 85 percent alone. Following this pace were the number of housing units in the City with a 263 percent increase since 1980 and the largest percentage again occurring in the 1990's when the City's housing stock grew by 74 percent. Growth has slowed drastically since the Great Recession, the housing market and jobs have been on the decline for years with unemployment peaking in 2010 at 14.4 percent. The housing bubble, foreclosures, loss of jobs and uncertainty of the future greatly effected Southern Nevada's economy. The population however is starting to grow again, 6 percent since 2010 and although construction of new housing has only increased 1 percent since 2010 there are signs that the industry is on the rise.

Overall, the city of Las Vegas's housing stock is comprised of about 65 percent single family units (detached and attached), 33 percent multi-family units, and one percent mobile homes. According to 2014 data from City staff approximately, 54 percent of the housing units are owner-occupied and 46 percent renter-occupied. Homeownership is down four percent since 2000, following national and statewide trends. The majority of the City's housing was built less than 35 years ago and units built prior to 1980 represent 25 percent of the total housing stock. Given their age units built prior to 1995 may require rehabilitation, including lead-based paint remediation on homes built prior to 1979.

Las Vegas is still feeling the effects of the recent economic downturn, but starting to see some signs of recovery. In Southern Nevada, according to myresearcher.com, the unemployment rate is down 1.4 percent from a year ago, currently at 7.5 percent and almost half of what it was at the peak in 2010. Notices of defaults are stabilizing and approximately a 94 percent decrease from the peak in August of 2009. Median sales prices for existing homes have been rising since 2012 currently at around $175,000. New homes median sales peaked again in 2014 and have since stayed relatively the same at around $300,000. Rental housing rates, however, according to City staff, did not see a substantial change and has remained stable at approximately $1000 since 2010.

According to the Southern Nevada Strong Clark County Housing Market Analysis of April 2013 by ECONorthwest, "while new construction and sales of homes are still occurring, the housing market in Southern Nevada remains in a state of relative distortion. Foreclosure and investment activity pricing have caused a disconnect from direct consumer demand for different housing types, and uncertainty regarding timing for market stabilization and growth affects development and consumer decision-making." Their data showed that, approximately half of Clark County's renter households are cost-burdened and that rents would have to drop significantly to be affordable for most renter households. The study found that the following trends related to these factors might affect future housing demand in Clark County by 2035 and cause shifts in baseline trends:

The foreclosure crisis will continue to affect demand over the next two to five years. The most significant impact that foreclosures will have is to decrease the percentage and number of homeowners.

Growth in retirees.

People over 65 will make up 20% of the population in 2035 (up from 12% in 2012). The aging of the population will decrease demand for single-family detached units and increase demand for housing types specific to seniors, such as assisted living facilities.

Growth in Echo Boomers.
Echo boomers, who were between of the age of 15 and 28 in 2012, are one of the fastest growing groups nationally and in Clark County. In the earlier part of the planning period, they will prefer rental housing. In the later years, some may choose to purchase homes, including small single-family detached housing, townhouses, or condominiums.

Growth in the Hispanic population.
A third of the County's population will be Hispanic by 2035, which will increase demand for more affordable housing for families, such as townhouses, affordable single-family detached units, or larger apartments.

A projected increase in real personal income may support demand for homeownership, especially of single-family detached units. However, the employment forecast shows growth in higher-wage sectors (e.g., Health Care or Construction) but also growth in lower-wage sectors (e.g., Retail Trade or Arts and Entertainment). This suggests that the County will continue to have demand for both higher-cost housing and lower-cost housing.

Housing preferences and transportation costs will affect the location of housing demand. Two of the groups forecast to grow the most, retirees and Echo Boomers, may generally prefer to live in areas where urban services (e.g., shopping) are easily accessible.

The entire SNS Clark County Housing Market Analysis is available at http://www.southernnevadastrong.org/files/managed/Document/328/Clark%20Co%20HousingMarketAnalysis-041213-FNL.pdf

Housing Units by Type

Year	Single Family	Multiplex	Mobile Home	Apartment	Townhome	Condominium	Total Dwelling Units
2010	144,622	7,307	3,179	53,511	10,350	21,805	240,774
2014	147,787	7,161	2,565	55,275	11,481	19,596	243,865
Change	3,165	(146)	(614)	1,764	1,131	(2,209)	3,091

Source: City of Las Vegas

Housing Tenure

Owner Occupied	114,094	53.6%
Renter Occupied	98,641	46.4%

Source: City of Las Vegas

MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

According to the updated chart from the City's data the city of Las Vegas has 248,308 housing units. The majority of the units, 60 percent, are single family detached structures with the next highest percentage being multiplexes from 5-19 units at 17 percent of the housing stock. Approximately 46 percent of the housing units are rentals, according to tenure, with the majority of the units having two or more bedrooms (75%). The most recent numbers provided by the City show an increase of only 1 percent (2,541) in the number housing units from the 2011 HUD data. This is a drastic decline from the City's housing market peak less than a decade ago.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	147,499	60%
1-unit, attached structure	11,238	5%
2-4 units	22,370	9%
5-19 units	42,854	17%
20 or more units	18,310	7%
Mobile Home, boat, RV, van, etc	3,496	1%
Total	***245,767***	***100%***

Table 28 – Residential Properties by Unit Number

Data Source: 2007-2011 ACS

Property Type	Number	%
1-unit detached structure	149,445	60%
1-unit, attached structure	11,062	5%
2-4 units	22,595	9%
5-19 units	41,309	17%
20 or more units	20,526	8%
Mobile Home, boat, RV, van, etc	3,371	1%
Total	***248,308***	***100%***

Data Source: City of Las Vegas

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	264	0%	4,776	5%
1 bedroom	1,106	1%	20,565	22%
2 bedrooms	20,942	18%	35,075	38%
3 or more bedrooms	95,985	81%	32,971	35%
Total	***118,297***	***100%***	***93,387***	***100%***

Table 29 – Unit Size by Tenure

Data Source: 2007-2011 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	382	0%	4,376	4%
1 bedroom	1,107	1%	20,501	21%
2 bedrooms	20,254	18%	37,021	38%
3 or more bedrooms	92,351	81%	36,743	37%

	Owners		Renters	
	Number	%	Number	%
Total	*114,094*	*100%*	*98,641*	*100%*

Data Source: City of Las Vegas

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

According to the Clark County Affordable Housing Database, there are approximately 21,000 affordable housing units in Clark County, not including Southern Nevada Regional Housing Authority properties and of those, 7,760 are in the City of Las Vegas.

Of the 7,760 units identified in the City as having either direct HUD funding or a combination of CLV federal funds in a project, 7,356 of those units are set aside for families and seniors at less than 60% of AMI.

- 4,712 are family units
- 2,903 are seniors
- 25 are disabled
- 120 are homeless

This leaves most families with who reside in the City, little choice but to reside in Public Housing, use Housing Choice Vouchers (when available) or pay more than 50% of their limited income for housing.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts

The SNRHA has units throughout Clark County, many of which are in the City's jurisdiction. There are potentially 544 assisted units in 11 rental housing developments that may be lost due to expiration of the Section 8 contracts. These properties were financed through Section 202 Elderly, Section 811 Disabled or other HUD programs and currently have Section 8 contracts that expire prior to FY 2020. However, two of properties are operated by Accessible Space, Inc., a non-profit organization that provides supported housing to people with traumatic brain injuries and they will continue to ensure that the two properties remain affordable. The area around the Rose Garden Townhouses just received funding for planning neighborhood improvements through the Choice Neighborhoods Program and the SNRHA is applying for RAD to rehabilitate this property, which will keep it affordable for the long term. Several other developments are owned and operated by non-profit organizations that have indicated that they plan to continue to operate these units as affordable housing. Thus, there are approximately 255 units at-risk to be lost from the affordable housing inventory.

Does the availability of housing units meet the needs of the population?

The availability of housing units does not meet the needs of the population. Based on the data, 42 percent of all households have a housing burden greater than 30 percent and 18 percent of households have a burden greater than 50 percent.

Another indicator that the availability of housing units does not meet the needs of the population is the SNRHA waiting lists which total 13,631 households. The worst case being that of the Housing Choice Voucher program which has been closed for seven years and still has a waiting list of 823 households. This list was created before the crash of the housing

market and onset of the Great Recession, it is unknown what the need would be if this was opened for applications today.

Describe the need for specific types of housing:

There are several types of housing needed. The analysis of cost burden indicates a specific need for rental housing affordable to individuals and families at or below 50% AMI, and particularly those at or below 30% AMI. While the housing authority has been the traditional provider of such housing, all indications from Congressional funding cuts for their programs imply the need for other organizations to provide additional housing for these households. As the senior population continues to grow in Southern Nevada there is a need for additional affordable senior rental housing and, more particularly, for affordable assisted living units. There is also a need for additional permanent and permanent supportive housing for households exiting homelessness, particularly for extremely low-income single people for whom Single Room Occupancy (SRO)/ Efficiency units might be appropriate. Persons with disabilities have difficulty locating a wide choice of accessible units in their preferred locations. In the homebuyer market, affordability for lower income first-time homebuyers is a continuing challenge as housing prices slowly increase and the housing stock that would be affordable to these households continues to be held as rentals by investors. For older units in the more urban areas, there is need for rehabilitation to preserve and improve the housing stock and neighborhoods.

Discussion

The city of Las Vegas as with Clark County's housing market had a larger-price bubble than the national housing market and it is taking longer for the Clark County housing market to recover from the dramatic increase and decrease in prices between 2003 and 2013. The rapid price changes put many households who purchased homes during the housing bubble (mostly between 2003 and 2007) in a position where they owe more on their mortgage than their home is worth. This contributed to the spike in foreclosure activity.

Recent market indicators portray a return to a more normal housing market with some caveats. According to Home Builders Research, Inc., the types of sales activity has shifted from primarily REO and Short Sales to Traditional Sales. However, it is concerning that defaults have again been increasing which may indicate another rise in REO/Short Sales over the next two years. See the table of Single Family Residence (SFR) Listing Types 2009-2014 and the chart of Residential Notice of Defaults-SFR.

Single Family Residence (SFR) Listing Types 2009-2014

SFR listing type	Feb-09	Feb-10	Feb-11	Feb-12	Feb-13	Feb-14	Mar-30	May-18
REO/Repo	45%	20%	20%	19%	7%	6%	7%	6%
Short Sales	36%	58%	57%	58%	61%	39%	35%	32.8%
Traditional	19%	22%	23%	23%	32%	55%	58%	61.2%

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

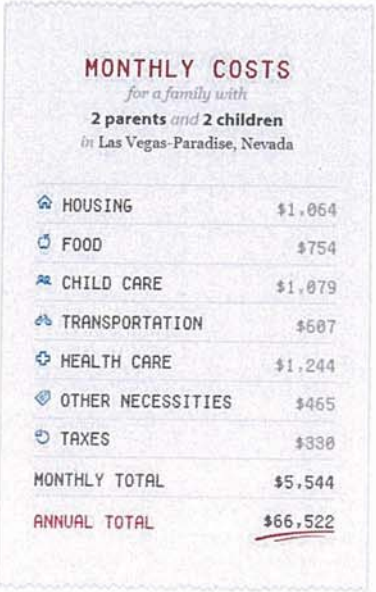
Introduction

One of the most important factors in evaluating a community's housing market is the cost of housing and, even more significantly, whether the housing is affordable to households who live there or would like to live there. Housing problems directly relate to the cost of housing in a community. If housing costs are relatively high in comparison to household income, a correspondingly high rate of housing cost burden and overcrowding could result.

Using the 2000 Census, 2007-2011 ACS, and statistical data from the City for 2013 it can be shown that the city of Las Vegas housing market has had drastic changes. In 2010, after the housing bubble, the City's Median Home Value rose 89 percent since 2000. Even though the Great Recession (2007-2009), is officially over, home values in the City are still 35 percent below their values in 2010.

Using the same data sets, rental housing has not seen a decrease in cost over the same time period. In 2010 the City's Median Contract for Rent rose 58 percent from rents in 2000. Even though rents, according to ACS 2007-2011 show a slight decrease, data shows that rents are almost unchanged in 2013 according to City data.

During this same time however, the City's median income is lower than then the state. When analyzing the median income of households in Las Vegas, according to HUD's published Income Limit areas, the Las Vegas-Paradise area has dropped almost 10% (9.79%) from 2012-2014 and 11.7% from 2010 to 2014. Whether or not this trend will continue is unknown, however even as the nation is recovering Las Vegas is still showing signs of the recession. If looking at the Economic Policy Institute's calculator, a family of 2 adults and 2 children would require $66,522 in 2013 and the median income was $63,100 dropping $5,100 to a low of $58,000 in 2014. The last time HUD published a MFI below the 2014 median income of $58,000 was in 2005 ($56,550). HUD just published the 2015 median income for Las Vegas-Paradise and it rose to $59,200, however it is still below the 2007 levels of $60,100.



MONTHLY COSTS
for a family with
2 parents *and* **2 children**
in Las Vegas-Paradise, Nevada

HOUSING	$1,064
FOOD	$754
CHILD CARE	$1,079
TRANSPORTATION	$607
HEALTH CARE	$1,244
OTHER NECESSITIES	$465
TAXES	$330
MONTHLY TOTAL	$5,544
ANNUAL TOTAL	$66,522



MONTHLY COSTS
for a family with
2 parents *and* **2 children**
in Las Vegas-Paradise, Nevada

HOUSING	$1,064
FOOD	$754
CHILD CARE	$1,079
TRANSPORTATION	$607
HEALTH CARE	$1,244
OTHER NECESSITIES	$465
TAXES	$330
MONTHLY TOTAL	$5,544
ANNUAL TOTAL	$66,522

The tables on actual rent show another troubling trend, using ACS 2007-2011 and current City data, there are almost 50 percent fewer units costing less than $500 and over a 10 percent loss in units that cost between $500-900. Units costing more than $1500 rose over 149%. This change in available affordable homes in the last few years could be a contributing factor to the number of cost burdened households in the City.

Cost of Housing

	Base Year: 2000	Most Recent Year: 2011	% Change
Median Home Value	133,100	222,000	67%
Median Contract Rent	632	860	36%

Table 30 – Cost of Housing

Data Source: 2000 Census (Base Year), 2007-2011 ACS (Most Recent Year)

	Base Year: 2010	Most Recent Year: 2013	% Change
Median Home Value	251,300	163,500	35%
Median Contract Rent	999	993	0%

Source: City of Las Vegas

Rent Paid	Number	%
Less than $500	10,907	11.7%
$500-999	52,241	55.9%
$1,000-1,499	24,939	26.7%
$1,500-1,999	3,966	4.3%
$2,000 or more	1,334	1.4%
Total	***93,387***	***100.0%***

Table 31 - Rent Paid

Data Source: 2007-2011 ACS

Rent Paid	Number	%
Less than $500	5,366	5.6
$500-999	43,486	45.2
$1,000-1,499	34,192	35.5
$1,500-or more	13,214	13.7
Total	***93,387***	***100.0%***

Source: City of Las Vegas

Table 37 is from RAI.

Table 37. Median contract rent, Nevada, Clark County, and select cities, 2000 through 2011

Year	Nevada	Clark County	Las Vegas	North Las Vegas	Henderson
2000	$630	$648	$632	$556	$779
2005	$747	$772	$765	$769	$876
2006	$786	$822	$784	$825	$952
2007	$842	$874	$821	$935	$1,012
2008	$866	$899	$861	$933	$1,071
2009	$849	$883	$858	$959	$1,034
2010	$811	$842	$819	$867	$916
2011	$800	$818	$803	$864	$943
Change 2000 to 2011					
Amount	$170	$170	$171	$308	$164
Percent	27%	26%	27%	55%	21%

Source: U.S. Census 2000 SF3 H56 and American Community Survey 2011 B25058.

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	2,880	No Data
50% HAMFI	11,980	4,430
80% HAMFI	49,545	16,678
100% HAMFI	No Data	27,638
Total	***64,405***	***48,746***

Table 32 – Housing Affordability

Data Source: 2007-2011 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	691	864	1,064	1,568	1,861
High HOME Rent	675	785	944	1,082	1,188
Low HOME Rent	577	618	742	858	957

Table 33 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Below from 2014 3rd Quarter Nevada Real Estate Report .

Asking rents by apartment type provides a better perspective of typical rates for units with different numbers of bedrooms and bathrooms.

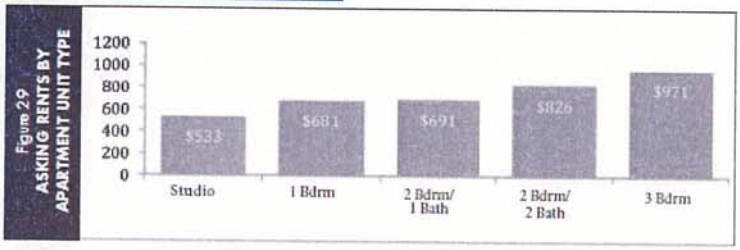


Figure 1: Apartment Rental Rates in Las Vegas*

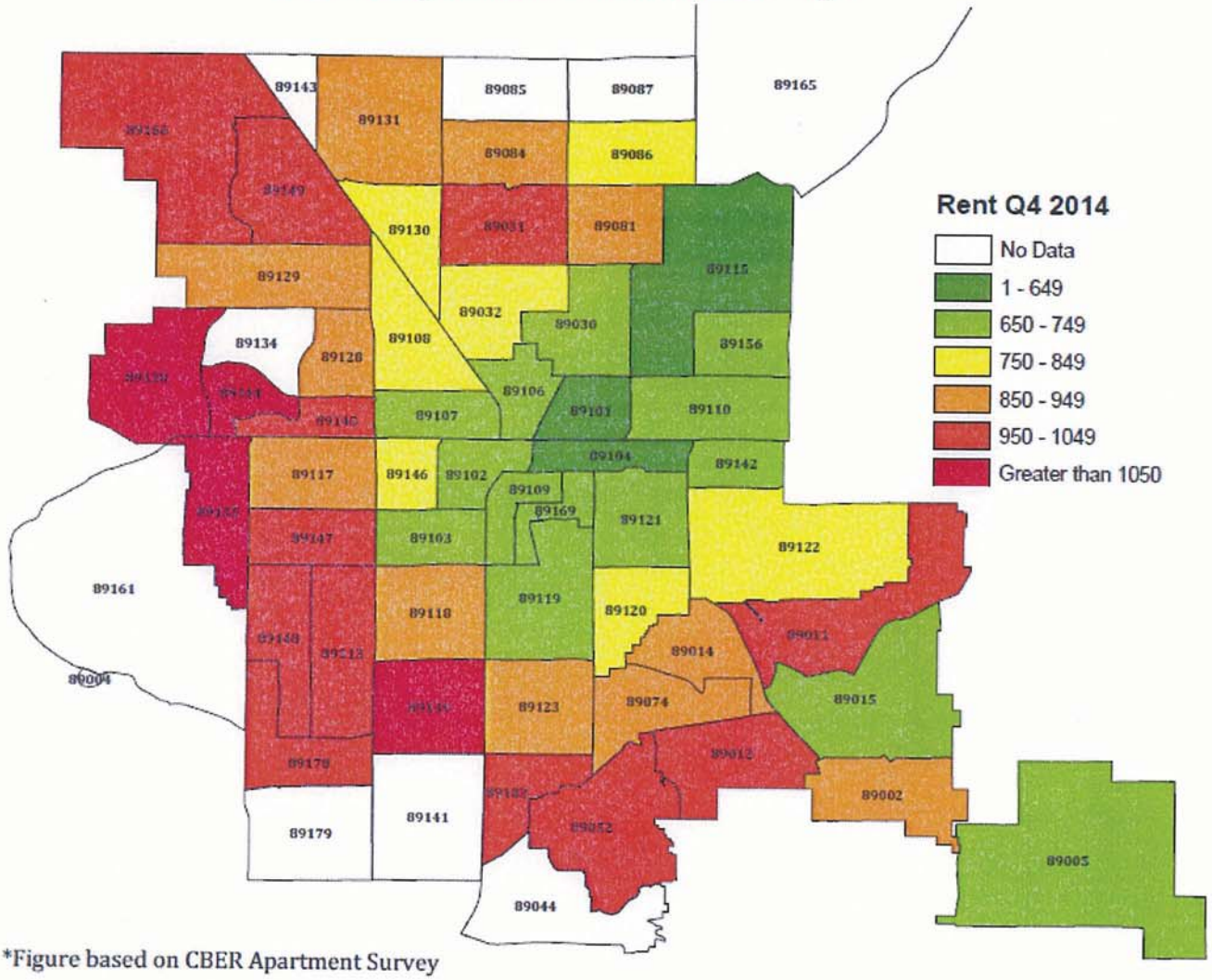


*Figure based on CBER Apartment Survey

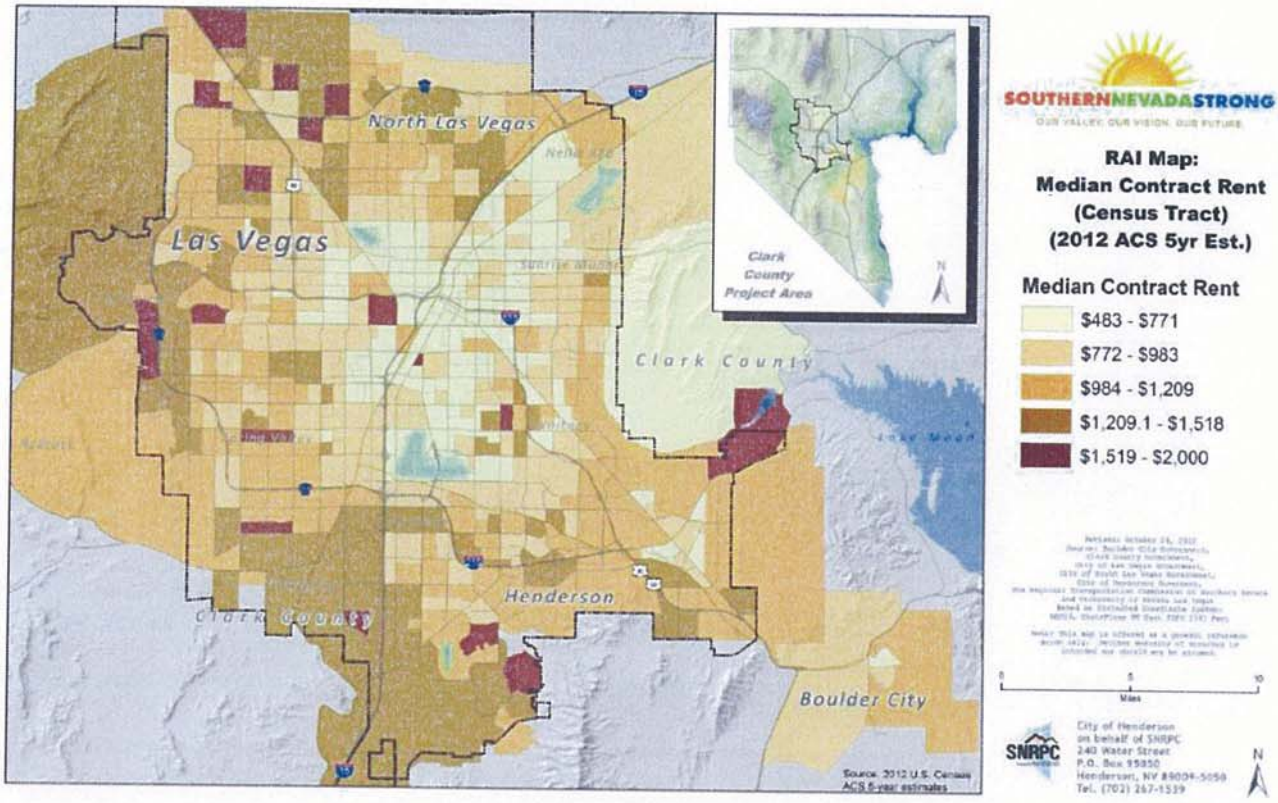
Source: UNLV Lied Institute Report on Apartment Market Trends in 4th Quarter of 2014

All inclusive City of Las Vegas Zip Codes: 89101, 89106, 89107, 89128, 89130 (has a few County pockets off Ann and Tropical Pkwy), 89134, 89138, 89144, 89145

Zip Codes with County Islands: 89108, 89143, 89131, 89149, 89130, 89166

Zip Codes shared with the County: 89102, 89104, 89110 (Owens to Pecos to Charleston to Nellis is CLV), 89146, 89117

Figure 30. Median Contract Rent in Southern Nevada



Source: RAI

Is there sufficient housing for households at all income levels?

There is a clear mismatch between need and availability of affordable housing in the city of Las Vegas. According to the 2007-2011 CHAS data, approximately 22,955 households earn less than 30% AMI, yet there are only 2,880 rental units available that are affordable to these households. While there are 113,151 units affordable for low/moderate income households earning 80% or less AMI and 81,930 households within this income bracket in need of housing, many of the affordable units are rented by households that could afford more but choose to pay a lower rent. The need is also reflected in the long waiting lists for Section 8 and public housing.

How is affordability of housing likely to change considering changes to home values and/or rents?

When analyzing the median income of households in Las Vegas, according to HUD's published Income Limit areas, the Las Vegas-Paradise area has dropped almost 12% from 2010 to 2014. Whether or not this trend will continue is unknown, however even as the nation is recovering Las Vegas is still showing signs of the recession. If looking at the Economic Policy Institute's calculator, a family of 2 adults and 2 children would require $66,522 in 2013 and the median income was $63,100 dropping $5,100 to a low of $58,000 in 2014. The last time HUD published a MFI below the 2014 median income of $58,000 was in 2005 ($56,550).

Home values dropped 35%, according to City data, from 2010 to 2013 with the median home value around $163,500. However, median rent contracts barely changed in those same three years ($999-993). Further data from the City shows that the number of housing units at the lowest rents of less than $500 a month dropped by half from 2011 to 2013 (10,907 to 5,366). Rentals for $500-999 also dropped over 10 percent in the market in the same time period (52,241 – 43,486).

Income has not kept pace with the housing market. Housing prices dropped drastically from the peak of the Housing Bubble but, investors and loss of income have kept many people out of the market. Those that lost their homes to foreclosure or walked away from homes underwater may be able to purchase again as their credit clears up over the new few years. However, rents and available affordable housing have not kept up with demand. If this continues, as it is likely to do, households will continue to have high housing costs and have to make difficult decisions on where and how to spend their limited income.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	691	864	1,064	1,568	1,861
High HOME Rent	675	785	944	1,082	1,188
Low HOME Rent	577	618	742	858	957

Table 34 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Discussion

See discussions above.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

HUD defines housing "conditions" as described in the Need Assessment where they are identified as housing problems. These conditions are: overcrowding, cost burden, or a lack of complete plumbing or kitchen facilities. Based on this definition, almost one-half of renters (44%) have at least one of the selected conditions, with a lower percentage of owners (43%) experiencing one or more conditions. More specifically, substandard housing includes buildings or units that lack complete kitchens or plumbing facilities. It is estimated that 1.7% of LMMI households (1,795 units) in the city of Las Vegas are lacking complete kitchen or plumbing facilities.

Definition

The city of Las Vegas adopted and enforces the *1994 Uniform Housing Code (UHC)*, adopted and referenced in Chapter 16.20 of the Las Vegas Municipal Code. The City defines substandard housing as any building or portion thereof which is determined to be an unsafe building in accordance with Section 102 of the Building code: or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions reference in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants there of shall be deemed and hereby are declared to be substandard buildings.

Definitions

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	45,168	38%	45,239	48%
With two selected Conditions	1,418	1%	5,077	5%
With three selected Conditions	145	0%	443	0%
With four selected Conditions	17	0%	0	0%
No selected Conditions	71,549	60%	42,628	46%
Total	***118,297***	***99%***	***93,387***	***99%***

Table 35 - Condition of Units

Data Source: 2007-2011 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	29,261	25%	18,494	20%
1980-1999	62,451	53%	48,364	52%
1950-1979	25,108	21%	24,913	27%
Before 1950	1,477	1%	1,616	2%
Total	***118,297***	***100%***	***93,387***	***101%***

Table 36 – Year Unit Built

Data Source: 2007-2011 CHAS

Year Structure Built

	Number	Percent
2010 or later	1,614	0.6%
2000 - 2009	60,237	24.3%
1990 - 1999	80,328	32.4%
1980 - 1989	44,916	18.1%
1970 - 1979	27,794	11.2%
1960 - 1969	18,290	7.4%
1950 - 1959	11,609	4.7%
1940 - 1949	2,570	1.0%
1939 and earlier	950	0.4%
Total	248,308	

Source: City of Las Vegas

Tenure by Year Structure Built

	Owner Occupied		Renter Occupied	
	Number	Percent	Number	Percent
2010 or later	760	0.7%	811	0.8%
2000 - 2009	29,473	25.8%	21,759	22.1%
1990 - 1999	42,089	36.9%	28,197	28.6%
1980 - 1989	16,271	14.3%	21,473	21.8%
1970 - 1979	10,994	9.6%	12,733	12.9%
1960 - 1969	8,224	7.2%	7,444	7.5%
1950 - 1959	4,800	4.2%	4,675	4.7%
1940 - 1949	1,178	1.0%	1,079	1.1%
1939 and earlier	305	0.3%	470	0.5%
Total	114,094		98,641	

Source: City of Las Vegas

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	26,585	22%	26,529	28%
Housing Units build before 1980 with children present	13,770	12%	16,010	17%

Table 37 – Risk of Lead-Based Paint

Data Source: 2007-2011 ACS (Total Units) 2007-2011 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units			35573
Abandoned Vacant Units			
REO Properties			
Abandoned REO Properties			

Table 38 - Vacant Units

Data not available.

Need for Owner and Rental Rehabilitation

The City's housing stock is aging. The majority of the City's housing was built after 1989 and units built prior to 1980 represent 25 percent of the total housing stock. The life cycle of a home is usually 50 years however the materials in the home will most likely need to be replaced within 20 years depending on maintenance. Given their age, units built prior to 1995 may require rehabilitation including lead-based paint remediation on homes built prior to 1979. According to ACS 2007-2011 data, 43 percent of the total number (211,684) of housing units for both renters and owners have at least one selected condition. The numbers break down to 38 percent of owner-occupied units and almost half (48%) of renter-occupied units have a least one selected condition.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

The majority of the homes built before 1980 are located in the urban core of the city of Las Vegas. These areas are also some of the lowest income areas of the City. According to the *Table: Risk of Lead-Based Paint Hazard*, 12 percent of homeowners and 17 percent of renter-occupied homes have families living with potential LBP hazards.

To receive direct housing assistance, the City requires that all housing units constructed prior to 1978 be inspected for lead based paint hazards by a U. S. Environmental Protection Agency (USEPA) certified Lead Risk Assessor. The City's agreements are subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint poisoning and elimination of lead-based paint hazards.

The City's funded agencies must utilize a U.S. Environmental Protection Agency (USEPA) certified Lead Risk Assessor or Inspector Technician to examine and test all pre-1978 housing construction. The City requires its funded agencies to abate lead-based paint when encountered during housing rehabilitation utilizing a USEPA certified abatement contractor and a certified Lead Risk Assessor or Clearance Technician to conduct clearance examinations and submit Lead Clearance Reports. All Housing Quality Standards (HQS) Inspections include an assessment of lead-based paint. City housing rehabilitation staff meets on a bi-monthly basis to review the status of all lead-based paint activities and review any new policies and/or programs regarding lead-based paint hazards.

The city of Las Vegas will test for lead-based paint in potential rehabilitation projects constructed prior to 1978; continue to educate non-profit rehabilitation providers on lead-based paint; use the XRF machine to identify lead-based paint problems; and work to abate lead paint as needed. Further, the City requires that all housing units that are subject to the rules of its programs are lead-paint tested, which is documented in each file.

Discussion

See discussion above.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The Southern Nevada Regional Housing Authority (SNRHA) operates and manages the Public Housing (PH) in our area. The organization formally began operations on January 1, 2010 and combines the Housing Authority of the city of Las Vegas, Clark County Housing Authority, and North Las Vegas Housing Authority intone agency. SNRHA indicated that it has 2,667 public housing units, 9,938 vouchers and 2560 special purpose vouchers in the entire County. As seen in the map below, the majority of the public housing (19 out 29 & 4 senior non-aided sites) are located within City limits.

The following information and updated tables in this section are provided by the Southern Nevada Regional Housing Authority along with updated tables.

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	0	2,871	9,875	30	9,845	1,879	803	7,381
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 39 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	0	2882	10,752	182	7416	1,118	365	1671
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Data Source: SNRHA 2.2015

Describe the supply of public housing developments:
The public housing consists of 26 separate developments, of which 16 serve families, 4 serve elderly and disabled households, and 6 are specifically designated for the elderly only (age 62 and above). The portfolio also includes 568 scattered--- site houses. About 60.7% of the entire inventory of public housing units serves families and 39.3% serve elderly and elderly/disabled households.

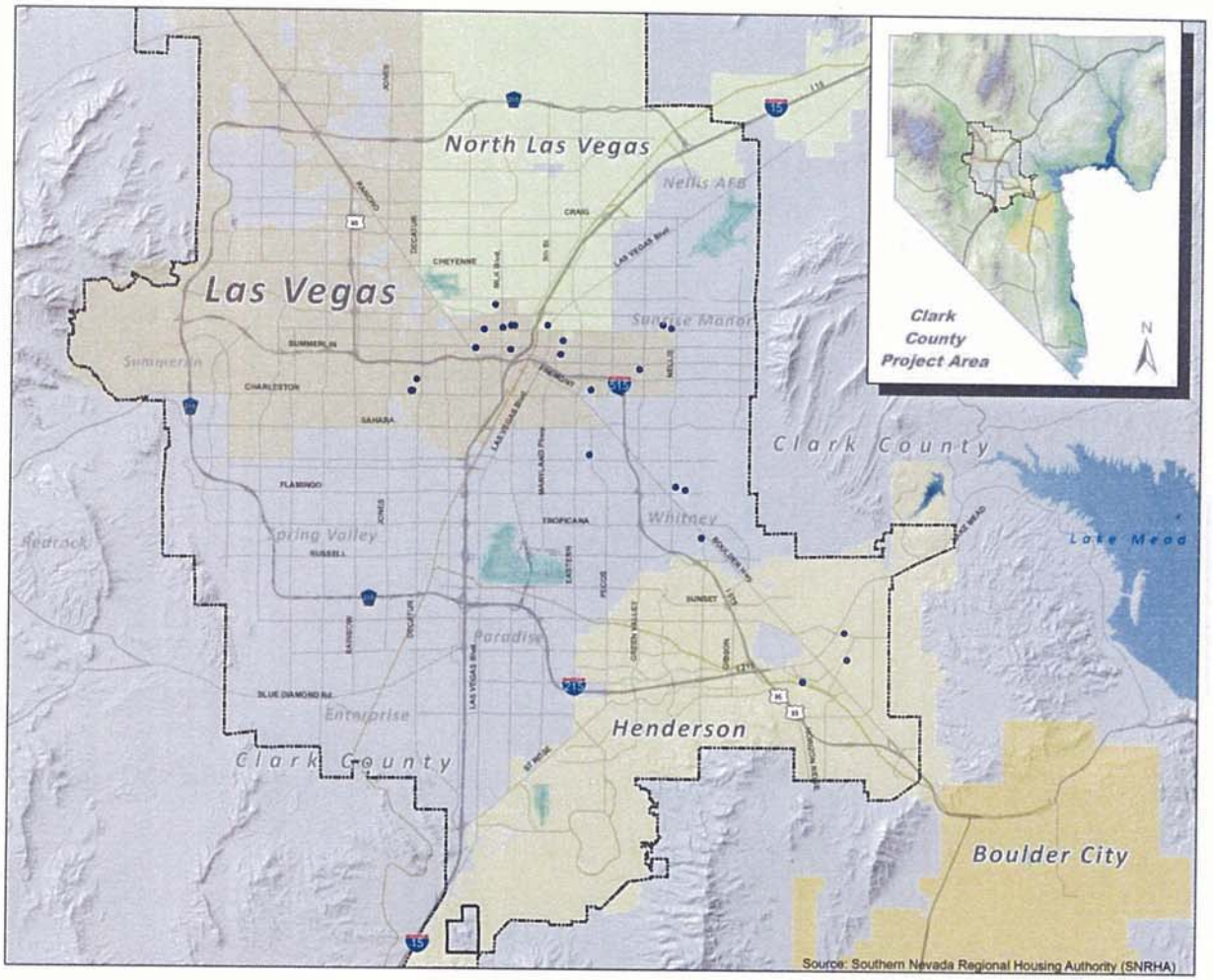
Most SNRHA public housing is concentrated in 3 zip codes just north and west of downtown Las Vegas (89101, 89106 and 89107). In all, 53.8% of the non---scattered---site developments (14 of 26 properties) and 57.4% of the non---scattered---site units (1,488 units) are located in these neighborhoods, which are characterized by low median income, high poverty rates, and high minority concentration. The remainder of the public housing portfolio (former Clark County Housing Authority properties) is located for the most part in more stable neighborhoods in Green Valley/Henderson and the Whitney (East Las Vegas) and Sunrise (Northeast Las Vegas) sections of the County. Interestingly, the public housing scattered---site units are widely dispersed and located in some of the best neighborhoods in the Las Vegas Valley, including Centennial (74 units), Summerlin (61 units) and Green Valley/Henderson (40 units)

[Source: Southern Nevada Regional Housing Authority]

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:
Much of the public housing is relatively old. The median age of developments is 38 years (or built in the year 1976). The portfolio includes 2 developments constructed before 1960 and another 7 constructed between 1960 and 1970. It also includes 4 developments built after 2000, including Lubertha Johnson Estates, a 112---unit designated elderly development that opened in Spring 2012.

The SNRHA public housing stock consists of 3 medium---rise (3--- and 4---story) developments of 150 to 220 units each serving the elderly, several large campuses of 1--- and 2---story semi---detached units serving primarily families (the largest of these being Marble Manor with 235 units in duplex bungalows spread over 35.74 acres just north of downtown), and smaller 1--- and 2---story developments in a variety of configurations (quads, row and townhouses, walk---up, garden apartments, etc.). The stock includes 3 relatively new and high amenity properties developed under the Low---Income Housing Tax Credit (LIHTC) program (Otto Merida Desert Villas) and with ARRA funds (Marion D. Bennett, Sr. Plaza and Lubertha Johnson Estates).

[Source: Southern Nevada Regional Housing Authority]



SOUTHERNNEVADASTRONG
OUR VALLEY. OUR VISION. OUR FUTURE.

RAI Map:
Affordable Housing Sites

- Affordable Housing Sites
- Urban Boundary

CITIES

Municipality

- Boulder City
- Henderson
- Las Vegas
- North Las Vegas

Revised: October 04, 2012
Source: Boulder City Government,
Clark County Government,
City of Las Vegas Government,
City of North Las Vegas Government,
City of Henderson Government,
The Regional Transportation Commission of Southern Nevada
and University of Nevada Las Vegas
Based on Projected Coordinate System:
NAD83, State Plane NV East FIPS 2701 Feet

Note: This map is offered as a general reference guide only. Neither warranty of accuracy is intended nor should any be assumed.

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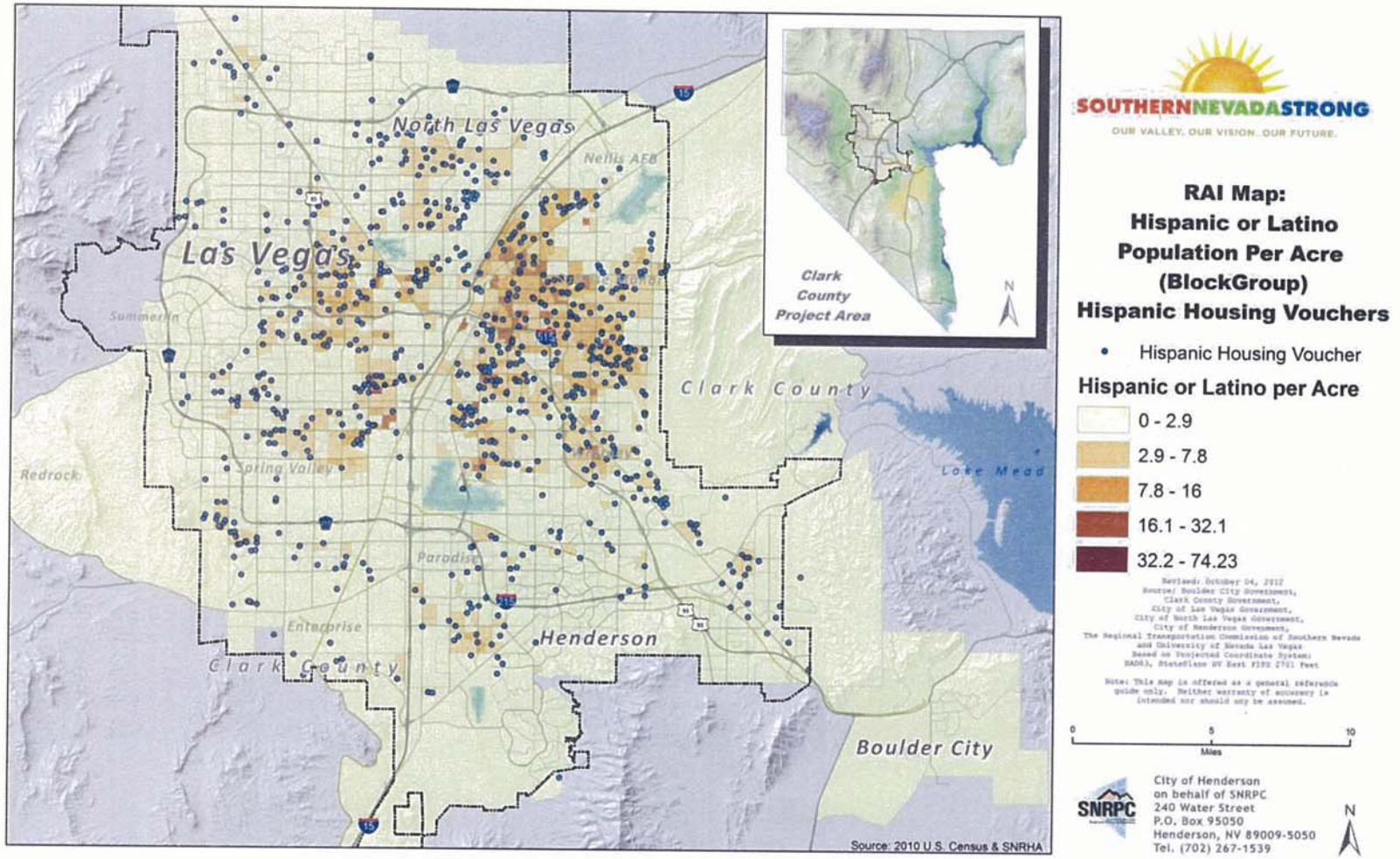
Miles

SNRPC

City of Henderson
on behalf of SNRPC
240 Water Street
P.O. Box 95050
Henderson, NV 89009-5050
Tel. (702) 267-1539

N



SOUTHERNNEVADASTRONG
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RAI Map:
Hispanic or Latino Population Per Acre (BlockGroup)
Hispanic Housing Vouchers

- Hispanic Housing Voucher

Hispanic or Latino per Acre

- 0 - 2.9
- 2.9 - 7.8
- 7.8 - 16
- 16.1 - 32.1
- 32.2 - 74.23

Revised: October 04, 2012
Source: Boulder City Government, Clark County Government, City of Las Vegas Government, City of North Las Vegas Government, City of Henderson Government, The Regional Transportation Commission of Southern Nevada and University of Nevada Las Vegas
Based on Projected Coordinate System: NAD83, StatePlane NV East FIPS 2701 Feet

Note: This map is offered as a general reference guide only. Neither warranty of accuracy is intended nor should any be assumed.

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Miles

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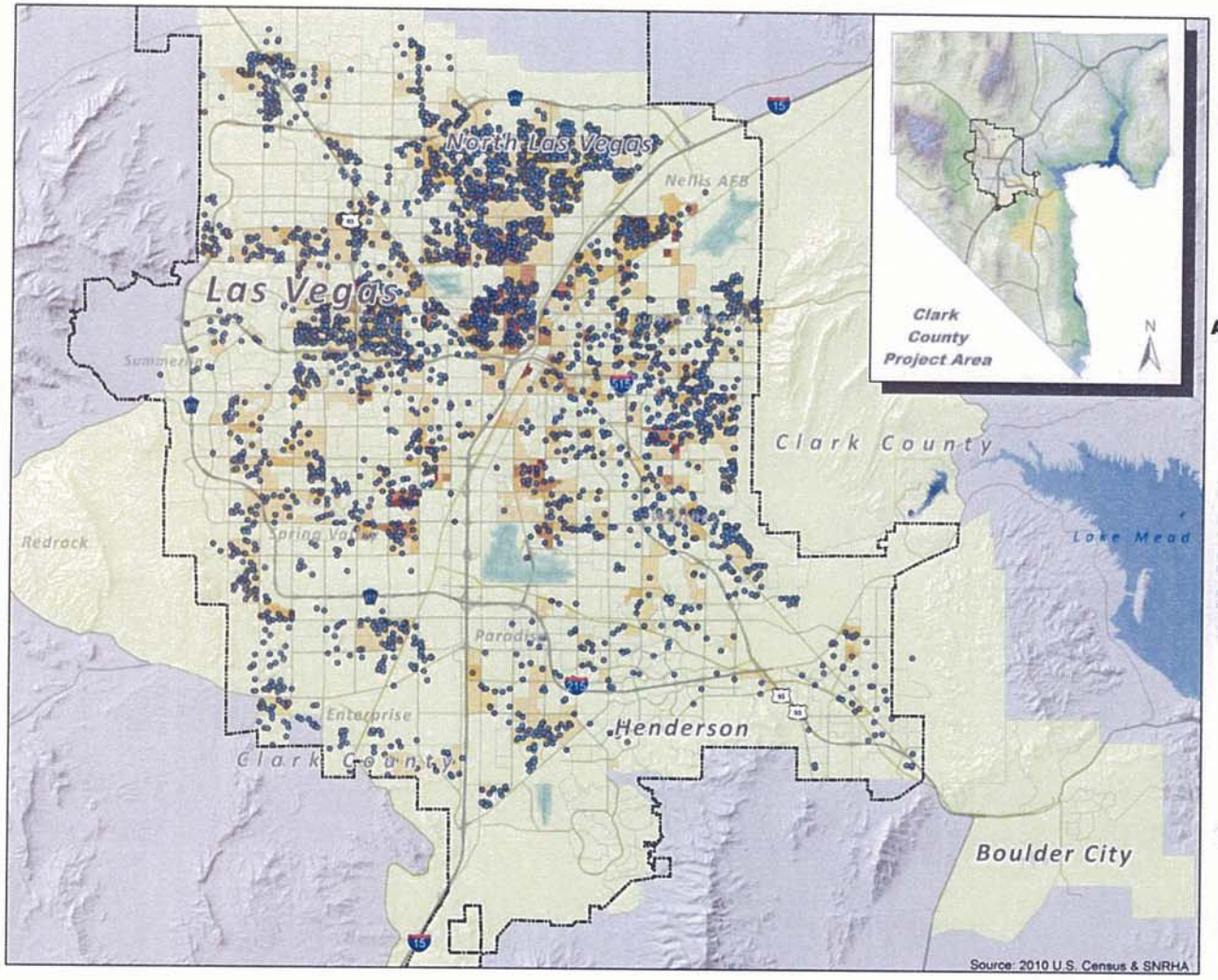
City of Henderson
on behalf of SNRPC
240 Water Street
P.O. Box 95050
Henderson, NV 89009-5050
Tel. (702) 267-1539

N



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RAI Map:
Black or African American Population Per Acre (BlockGroups)
African American Housing Vouchers

- African American Housing Voucher

Black or African American per Acre

- 0 - 0.8
- 0.81 - 2
- 2.1 - 3.7
- 3.73 - 6.7
- 6.76 - 20.1

Revised: October 04, 2012
Source: Boulder City Government,
Clark County Government,
City of Las Vegas Government,
City of North Las Vegas Government,
City of Henderson Government,
The Regional Transportation Commission of Southern Nevada
and University of Nevada Las Vegas
Based on Projected Coordinate System:
NAD83, Statelane NV East FIPS 2701 Feet

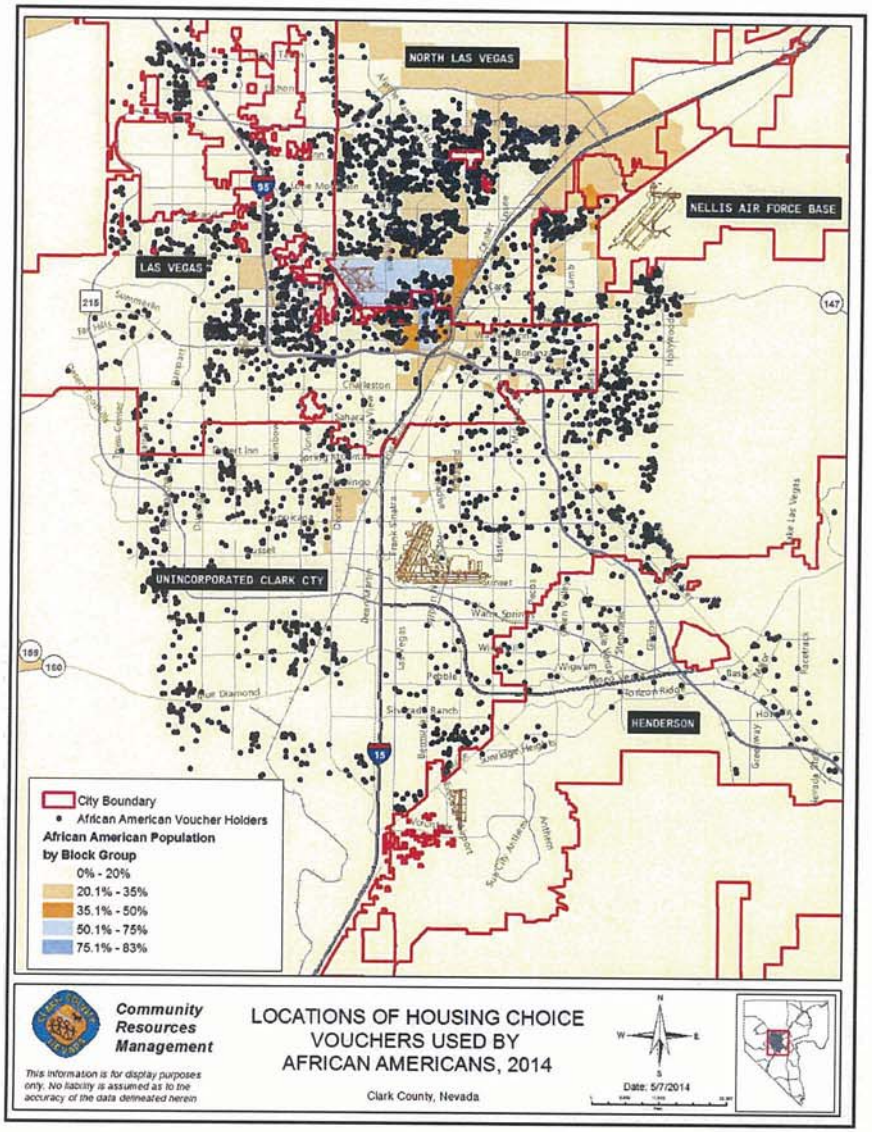
Note: This map is offered as a general reference guide only. Neither warranty of accuracy is intended nor should any be assumed.

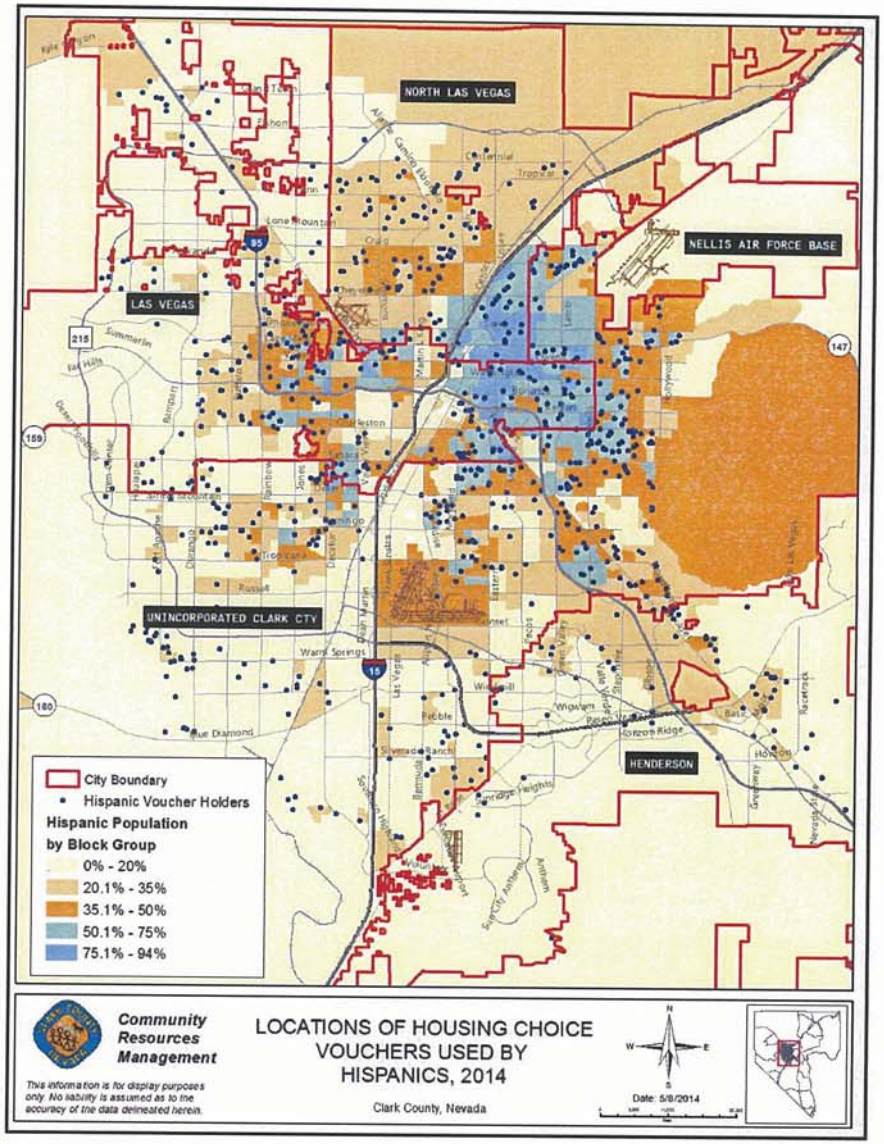
0 5 10
Miles

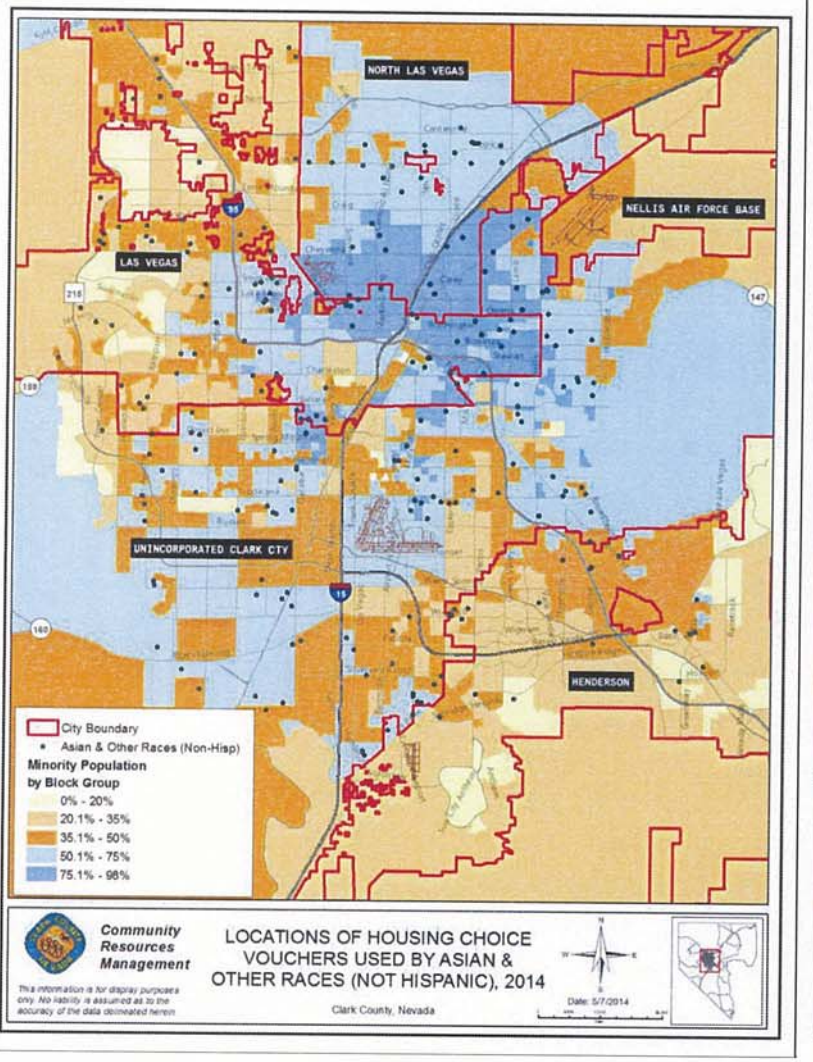
SNRPC

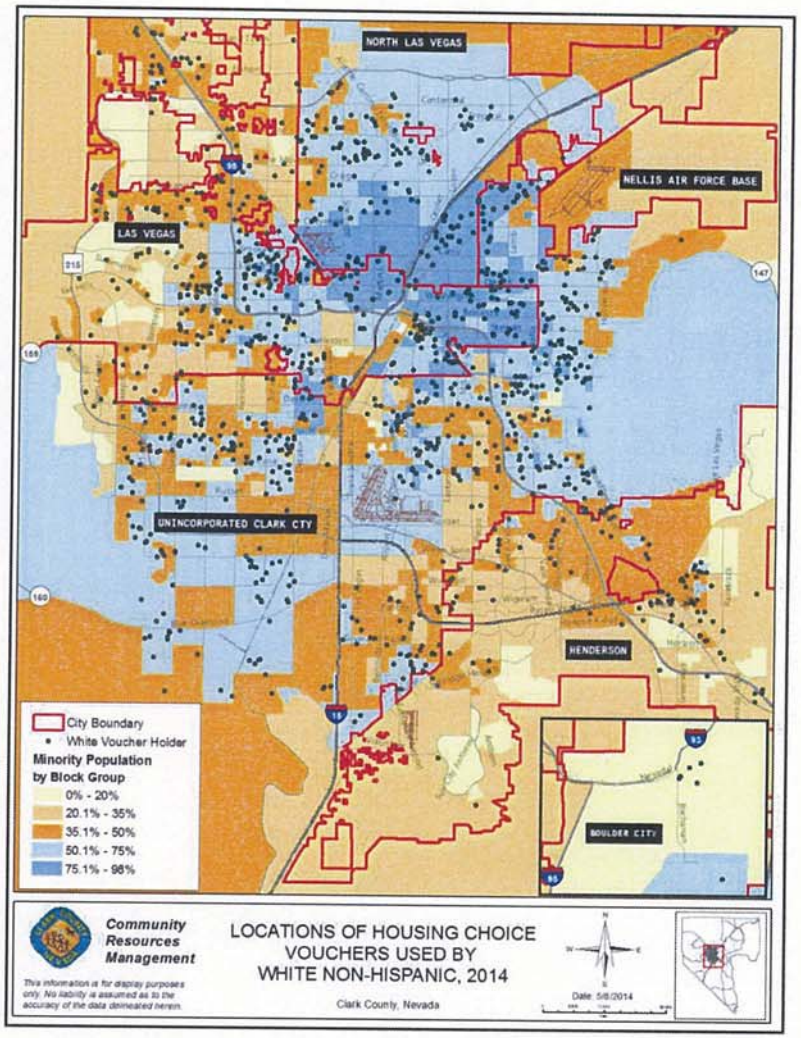
City of Henderson
on behalf of SNRPC
240 Water Street
P.O. Box 95050
Henderson, NV 89009-5050
Tel. (702) 267-1539

N


NORTH LAS VEGAS
NELLIS AIR FORCE BASE
LAS VEGAS
UNINCORPORATED CLARK CTY
HENDERSON
City Boundary
African American Voucher Holders
African American Population
by Block Group
0% - 20%
20.1% - 35%
35.1% - 50%
50.1% - 75%
75.1% - 83%
Community Resources Management
This information is for display purposes only. No liability is assumed as to the accuracy of the data delineated herein
LOCATIONS OF HOUSING CHOICE VOUCHERS USED BY AFRICAN AMERICANS, 2014
Clark County, Nevada
Date: 5/7/2014


NORTH LAS VEGAS
NELLIS AIR FORCE BASE
LAS VEGAS
UNINCORPORATED CLARK CTY
HENDERSON
City Boundary
Hispanic Voucher Holders
Hispanic Population
by Block Group
0% - 20%
20.1% - 35%
35.1% - 50%
50.1% - 75%
75.1% - 94%
Community Resources Management
This information is for display purposes only. No liability is assumed as to the accuracy of the data delineated herein.
LOCATIONS OF HOUSING CHOICE VOUCHERS USED BY HISPANICS, 2014
Clark County, Nevada
Date: 5/8/2014


NORTH LAS VEGAS
NELLIS AIR FORCE BASE
LAS VEGAS
UNINCORPORATED CLARK CTY
HENDERSON
City Boundary
Asian & Other Races (Non-Hisp)
Minority Population
by Block Group
0% - 20%
20.1% - 35%
35.1% - 50%
50.1% - 75%
75.1% - 98%
Community Resources Management
This information is for display purposes only. No liability is assumed as to the accuracy of the data delineated herein.
LOCATIONS OF HOUSING CHOICE VOUCHERS USED BY ASIAN & OTHER RACES (NOT HISPANIC), 2014
Clark County, Nevada
Date: 5/7/2014


NORTH LAS VEGAS
NELLIS AIR FORCE BASE
LAS VEGAS
UNINCORPORATED CLARK CTY
HENDERSON
BOULDER CITY
City Boundary
White Voucher Holder
Minority Population
by Block Group
0% - 20%
20.1% - 35%
35.1% - 50%
50.1% - 75%
75.1% - 98%
Community Resources Management
This information is for display purposes only. No liability is assumed as to the accuracy of the data delineated herein.
LOCATIONS OF HOUSING CHOICE VOUCHERS USED BY WHITE NON-HISPANIC, 2014
Clark County, Nevada
Date: 5/8/2014

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 40 - Public Housing Condition

Public Housing Development		Average Inspection Score
NV018002301, Aida Brents (City of LV)		98b: 03/05/2014
NV018002302, Archie Grant (City of LV)		79c: 09/23/2013
NV018002303, Sartini Plaza (City of LV)		87c: 03/04/2014
NV018002304, Ernie Cragin (City of Vs)		84c: 10/18/2012
NV018002306, Levy Gardens (City of LV)		91b: 10/2012
NV018002307, James Down (City of LV)		99a: 03/07/2014
NV018002308, Marble Manor (City of LV)		83c: 11/10/2014
NV018002309, Sherman/Marble Annex (City of LV)		67: 10/03/2012
NV018002310, Scattered Sites (City of LV)		85b: 8/19/2014
NV018002311, Scattered Sites (City of LV)		89b: 09/26/2013
NV018002312, Sherman Gardens (City of LV)		80b: 11/06/2014
NV018002313, Vera Johnson A, (City of LV)		91c: 12/6/2011
NV018002314, Vera Johnson B (City of LV)		75: 10/16/2012
NV018002315, Otto Merida (City of LV)		99b: 03/03/2014
NV018002316, Bennett Plaza (City of LV)		98c: 12/6/2011
NV018013002, Espinoza Terrace (Henderson)		97b: 11/13/14
NV018013005, Hampton Court (Henderson)		95c: 12/7/2011
NV018013007, Hullum Homes (Clark County)		75c: 03/06/2014
NV018013008, Biegger Estates (Clark County)		89b: 11/07/2014
NV018013009, Schaffer Heights (Clark County)		94b: 10/2012
MV018013010, Jones Gardens (Clark County)		85b: 11/12/2014
NV018013016, Scattered Sites (Clark County)		73b: 12/10/2014
NV018013020, Simmons Manor (Clark County)		83b: 10/17/2012
NV018013021, Lubertha Johnson (Clark County)		97b: 10/2012
NV018007001, Rose Gardens (North Las Vegas)		85b: 10/2012

Table 41 - Public Housing Condition

[Source: Southern Nevada Regional Housing Authority]

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

The SNRHA public and assisted housing stock has significant capital needs. Based upon the PNAs performed by The Nelrod Companies in July 2012 on most of the portfolio, the total estimated cost of repairs to the public housing portfolio is about $153.4 million, or approximately $59,000 per unit. With the projected capital funds allocation to SNRHA of about $3.4 million annually in 2015, it would take over 45 years to address the current capital needs in public housing.
[Source: Southern Nevada Regional Housing Authority]

Development Name	Jurisdiction	Immediate Need	Years 1-5	Years 6-10	Years 11-15	Years 16-20	Total	Per Unit
Affordable Housing	Various	$7,265,282.66	$ 5,015,084.52	$ 10,246,684.85	$ 8,289,124.36	$11,563,903.45	$ 42,380,079.85	$ 56,356.49
Public Housing:								
Aida Brents Gardens	Las Vegas	$ -	$ 181,133.55	$ 322,804.05	$ 248,344.30	$ 316,581.70	$ 1,068,863.60	$ 44,535.98
Archie Grant Park	Las Vegas	$ 241,580.27	$ 692,216.63	$ 1,037,112.36	$ 829,896.82	$ 1,902,787.78	$ 4,703,593.86	$ 37,628.75
Arthur D. Sartini Plaza	Las Vegas	$ 13,344.09	$ 1,806,735.91	$ 1,570,518.87	$ 1,629,368.96	$ 2,473,243.72	$ 7,493,211.54	$ 28,931.32
Ernie Cragin Terrace	Las Vegas	$ -	$ 27,602.28	$ 202,630.14	$ 999,798.56	$ 326,399.92	$ 1,556,430.91	$ 38,910.77
Harry Levy Gardens	Las Vegas	$ -	$ 43,487.09	$ 636,148.07	$ 1,181,210.80	$ 1,630,432.70	$ 3,491,278.65	$ 23,275.19
James Down Towers	Las Vegas	$ -	$ 3,345,065.23	$ 339,947.40	$ 1,313,972.04	$ 927,127.40	$ 5,926,112.07	$ 29,630.56
Marble Manor	Las Vegas	$ -	$ 5,587,559.48	$ 4,620,714.78	$ 2,498,093.63	$ 2,261,287.01	$ 14,967,654.89	$ 63,692.15
Sherman Gardens Annex	Las Vegas	$1,625,099.06	$ 2,340,503.87	$ 4,968,664.23	$ 3,053,219.84	$ 1,610,198.01	$ 13,597,685.02	$ 78,147.62
Scattered Sites / MROP	Las Vegas	$ -	$ 2,209,858.56	$ 3,435,313.93	$ 2,278,794.05	$ 2,244,779.06	$ 10,168,745.60	$ 62,770.03
Sherman Gardens	Las Vegas	$ -	$ 1,815,946.51	$ 1,569,133.15	$ 3,654,417.15	$ 1,761,775.91	$ 8,801,272.72	$ 62,866.23
Vera Johnson Manor A	Las Vegas	$ 217,300.00	$ 3,966,386.30	$ 154,533.10	$ 652,543.29	$ 2,688,448.56	$ 7,679,211.25	$ 109,703.02
Vera Johnson Manor B	Las Vegas	$ 886,816.05	$ 2,502,055.34	$ 1,403,349.29	$ 2,753,996.40	$ 4,392,496.84	$ 11,938,713.92	$ 106,595.66
Rose Garden Sr Citizen	North Las Vegas	$3,108,000.00	$ 5,801,516.37	$ 776,067.95	$ 847,466.84	$ 1,109,020.65	$ 11,642,071.81	$ 97,017.27
Art Espinoza Terrace	Henderson	$ 67,281.49	$ 1,436,103.85	$ 692,658.09	$ 1,419,417.15	$ 2,233,176.62	$ 5,848,637.20	$ 58,486.37
Hampton Court Apts	Henderson	$ 105,355.91	$ 916,809.46	$ 873,892.42	$ 1,882,940.49	$ 1,618,093.93	$ 5,397,092.21	$ 53,970.92
Hullum Homes	Clark County	$ 213,103.71	$ 1,197,979.50	$ 937,132.60	$ 284,111.17	$ 1,372,481.67	$ 4,004,808.66	$ 67,878.11
Biegger Estates	Clark County	$ 230,142.90	$ 2,960,597.00	$ 1,463,289.85	$ 2,659,497.99	$ 1,846,119.85	$ 9,159,647.60	$ 76,971.83
Schaffer Heights	Clark County	$ 10,122.94	$ 972,771.18	$ 732,625.71	$ 645,142.43	$ 1,706,851.80	$ 4,067,514.05	$ 54,233.52
Jones Gardens	Clark County	$ 195,792.10	$ 2,205,774.10	$ 1,741,013.01	$ 1,418,231.20	$ 1,478,119.41	$ 7,038,929.82	$ 78,210.33
Scattered Sites	Various	$ 291,850.02	$ 3,543,212.58	$ 2,493,180.78	$ 2,576,865.98	$ 1,948,150.13	$ 10,853,259.49	$ 83,486.61
John W. Simmons Manor	Clark County	$ 1,119.89	$ 1,176,988.89	$ 951,385.01	$ 815,130.85	$ 1,072,961.26	$ 4,017,585.90	$ 65,862.06
Total Needs Affordable Housing		$7,265,282.66	$ 5,015,084.52	$ 10,246,684.85	$ 8,289,124.36	$11,563,903.45	**$ 42,380,079.85**	$ 56,356.49
Total Needs Public Housing		$7,206,908.42	$44,730,303.72	$ 30,922,114.78	$33,642,459.91	$36,920,533.94	**$153,422,320.77**	$ 59,388.05

[Source: Southern Nevada Regional Housing Authority]

The properties with the highest capital need per unit include Vera Johnson Manor "B" ($106,596 per unit in estimated capital costs) which received an allocation of $10 million in low--- income housing tax credits and $1 million in HUD HOME funds, and is slated for redevelopment early 2015. Other properties with high capital needs include:

Property	Jurisdiction	Capital Need Per Unit
Vera Johnson Manor "A"	City of Las Vegas	$101,042
Rose Gardens	City of North Las Vegas	$97,017
Jones Gardens	Clark County	$78,210
Sherman Gardens Annex	City of Las Vegas	$78,148
Marble Manor Annex	City of Las Vegas	$78,148
Biegger Estates	Clark County	$76,972

[Source: Southern Nevada Regional Housing Authority]

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

As indicated in the SNRHA Annual Plan and Five-Year Action Plan, the SNRHA will explore and implement various models of mixed-financing with innovative partnerships to assist with the re-development and/or modernization of public housing developments. Options will include but not be limited to HOPE VI, Choice Neighborhood Initiatives (CNI), Rental Assistance Demonstration (RAD) Program, Capital Fund Financing (CFFP), Low Income Housing Tax Credits (LIHTC), various bonds types and other leveraging options as identified in HUD's Transforming Public Housing plan.

SNRHA will explore opportunities of various types of bond issuance. In 2014 the City of North Las Vegas as the Lead applicant and the SNRHA as the co-lead applicant submitted a Choice Neighborhood Initiative (CNI) Planning Grant. The CNI award letter was received January 2015 through the Department of Housing and Urban Development in the amount of $485,000. The money will be used to revitalize North Las Vegas Urban Core neighborhoods, including the Rose Gardens Senior Public Housing and Buena Vista Springs communities.

The SNRHA will continue to explore CNI planning as well as, implementation grant to address some of the redevelopment needs of the neighborhood of Sherman Gardens, Sherman Gardens Annex and Villa Capri sites.

The SNRHA is planning to submit in upcoming years a tax credit application to develop Phase II of Bennett Plaza and may utilize Replacement Housing Factor (RHF) Funds, adding 35 additional public housing units. The SNRHA may self-develop or partner with a developer for this project.

Under the Rental Assistance Demonstration the SNRHA converted in 2014 Landsman Gardens a 100-unit family public housing development in the Valley View neighborhood of Henderson, Nevada to Project Based Section 8. Landsman Gardens is the first FHA-financed project in the nation to close under the Rental Assistance Demonstration (RAD) program. RAD is an innovative new HUD initiative that allows housing authorities to convert public housing into subsidized housing with project-based rental assistance in order to finance the rehabilitation and preservation of affordable housing. Financing for Landsman Gardens includes tax-exempt bonds issued by the Nevada Housing Division and insured under the FHA 221(d)(4) mortgage guarantee program, equity from the sale of 4% Low Income Housing Tax Credits to PNC Real Estate, short-term tax-exempt bonds for construction from Citi Community Capital, public housing capital funds and operating reserves from the SNRHA, HUD HOME funds from the City of Henderson, Federal Home Loan Bank of San Francisco Affordable Housing Program (AHP) funds, sponsored by City National Bank and grant funds from Wells Fargo Housing Foundation. The property renovations included comprehensive modernization of all the units, site upgrades and included upgrading the site and the on-site Administrative Building and Learning Center where the SNRHA and local service organizations will provide a variety of programs to residents such as after-school activities for youth, financial literacy, and resource referrals to nutrition and wellness programs. Landsman Gardens is an important housing asset for the Las Vegas Valley that includes a complement of scarce three-, four-, and five-bedroom units, serving large families. Through the RAD program, the development will be preserved in the long term for a new generation of families in need of decent, safe and affordable housing.

The SNRHA submitted on 2013 a RAD application for Vera Johnson Manor B. The SNRHA submitted in 2014 a 9% Tax Credit Application for the Rehabilitation of all 112 family units at this site. The SNRHA is partnering with a NV HAND for this project. The SNRHA is planning to submit a RAD application or Mixed Finance Application for Biegger Estates (AMP 406). The SNRHA is also planning to submit in FY 2015 a 9% Tax Credit Application for the Rehabilitation of all 119 units at this site. The SNRHA may self-develop or partner with a developer for this project.

Additionally, the SNRHA is planning to submit a RAD application or Mixed Finance application for Rose Gardens (AMP 403). The SNRHA is also planning to submit in FY 2015 a Bond/4% Tax Credit Application for the Re-development of all 120 units (on-site or off-site). The SNRHA may self-develop or partner with a developer for this project.
[Source: Southern Nevada Regional Housing Authority]

Discussion:

The Affordable Housing Program (AHP) portfolio is a hodgepodge of properties acquired by or donated to the 3 former housing authorities over the last 50 years. The portfolio includes 850 housing units in 6 developments, 229 mobile home pads, and 182 scattered---site units, some acquired and rehabilitated very recently under the ARRA NSP 1 and 3 programs.

The AHP properties are somewhat older than the public housing properties. The median age of this stock is 40 years (or built in 1974). It includes Brown Homes, 124 duplex bungalow units on 10.43 acres built in 1963 to serve military families at Nellis Air Force Base; Eva Garcia---Mendoza Plaza, a 128---unit apartment building built in 1987 and sold to the former Clark County Housing Authority under the federal Resolution Trust Corporation program; as well as two mobile home parks developed in 1979 (with a recent addition) and 1984. About half of the AHP housing stock serves family households and half elderly households.

The AHP properties operate for the most part as conventional unrestricted housing. Some have recorded income restrictions based upon RTC regulations or the receipt of HOME or ARRA NSP funds. Two of the properties, Bassler/McCarran and Rulon Earl Mobile Home Park Phase II, carry conventional debt ($335,000 on Bassler/McCarran and $3.5 million on Rulon Earl Phase II). The rest of the properties are either debt free, or carry subordinate debt as a result of previous public funding.

[Source: Southern Nevada Regional Housing Authority]

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

This section describes facilities, housing and services that meet the needs of homeless persons in Southern Nevada.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)					
Households with Only Adults					
Chronically Homeless Households					
Veterans					
Unaccompanied Youth					

Table 42 - Facilities and Housing Targeted to Homeless Households

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	888	96	281	559	40
Households with Only Adults	1954	505	824	1608	61
Chronically Homeless Households	0	0	0	734	48
Veterans	1	0	349	976	0
Unaccompanied Youth	67	0	123	62	50

Table 43 - Facilities and Housing Targeted to Homeless Households

- Unaccompanied youth number are all 18-24 year old beds as reflected in the HIC

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

The CoC providers have increased the income for 15% of the clients thru non-employment financial benefits. Out of the 1,176 CoC funded beds reported the CoC wide APR July 1, 2012-June 30, 2013, 455 of those are Permanent Supportive Housing (PSH) adults of which 325 had benefits upon entry to the PSH program, thus their income is unlikely to increase. The CoC providers will expand their use of SOAR to connect clients to SSI/SSDI benefits. A SOAR Coordinator will be hired with SAMHSA grant monies. This person will continue trainings, case management support, liaison with SSA and DDS and provide monitoring on outcomes.

Mainstream Programs Basic Training will continue to have a session focused on connection to income sources other than employment. The providers will continue to pursue financial benefits from all eligible resources for their clients. The SNH CoC working subgroup will monitor the progress being made toward this objective during their quarterly review of the APR's and performance reports generated from HMIS.

The CoC providers have met HUD's established goal of 20% of clients securing employment at exit. This achievement is significant given that Las Vegas has been saddled with an unprecedented high unemployment rates for the last several years. Despite the lack of jobs in the county, providers have assisted clients leaving their supportive housing projects to obtain jobs. In the next 12 months, the CoC EWG, SNH CoC Board and CoC providers will continue to build working relationships and partnerships with job readiness and employment/training programs. Homeless clients will be job ready should economic upturn occur.

The CoC continues to expand relationships with Workforce Connections, the Workforce Investment Act service provider, and encourage their participation as an active member in the CoC.

The CoC providers, according to the Annual Progress Report from HMIS, have a 63% success rate of connecting clients to non-cash mainstream benefits upon exit. Mainstream Programs Basic Training (MPBT) is held 9 times a year for 3 hours to address barriers and identify training needs, ensuring that all providers have access to information on enrolling clients in mainstream programs as well as what constitutes an appropriate referral. Each session focuses on a sub-population of clients and their needs. The 2014 schedule is as follows; Medical and Affordable Care Act (2/26); Behavioral Health (3/26); Families (4/23); Income Supports (5/28); Veterans (6/25); Housing (7/23); LGBT/Domestic Violence (8/27); Seniors (9/24); and Youth and young adults (10/22). A SOAR Coordinator will be hired with SAMHSA grant monies. This person will continue trainings, case management support, liaison with SSA and DDS and provide monitoring on outcomes.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

Attached are four spreadsheets outlining the availability of services and facilities by type of household. Southern Nevada has a shelter and transitional housing system. However, there is a continuing need for Permanent Housing and Permanent Supportive Housing. The description of how these facilities and services address the needs of the homeless population is outlined in the Needs Assessment, SP-40.

Southern Nevada Continuum of Care
Permanent Supportive Housing Inventory

Organization Name	Project Name	Total Beds
Catholic Charities	Homeless to Homes	75
Clark County Social Service	New Beginnings	130
Family Promise	Community Partnership fo Opening Doors	21
Family Promise	Promises to Keep Housing	45
Freedom House Sober Living	Freedom House	110
HELP of Southern Nevada	A New Start	74
HELP of Southern Nevada	HELP them HOME	30
New Genesis	HOPE Project	17
Salvation Army/ Nevada Hand	Horizon Crest Apts	12
Southern Nevada Adult Mental Health Services	Dual Success	38
Southern Nevada Adult Mental Health Services	Group Homes	361
Southern Nevada Adult Mental Health Services	HUD I, II, III & IV	237
Southern Nevada Children First	Paradise	12
Southern Nevada Regional Housing Authority	VASH Housing Choice Vouchers	877
St. Jude's Ranch	New Crossings HUD	40
US Vets	CHAMPS PH	13
US Vets	Disabled Vets 2	44
US Vets	SHP-Disabled Vets	9
US Vets	Transition in Place (TIP)	25
Westcare	HCCP	44
Women's Development Center	Housing Stability for Families	38
Women's Development Center	Re-entry Housing Services	16
	Total	2268

Source: SNRPC Regional Initiatives Office

Southern Nevada Continuum of Care
Safe Haven Inventory

Organization Name	Project Name	Total Beds
Westcare	Safe Haven	25
	Total	25

Source: SNRPC Regional Initiatives Office

Southern Nevada Continuum of Care
Transitional Housing Inventory

Organization Name	Project Name	Total Beds
HELP Las Vegas Corp.	GPD HELP @ Bonanza	75
HELP of Southern Nevada	Shannon West Homeless Youth Center-SA	8
HELP of Southern Nevada	SWHYC HUD TH	28
HELP of Southern Nevada	SWHYC TH Non HUD Funded	8
HELP of Southern Nevada	TBRA-A New Path	45
HELP USA	GPD HELP Genesis	85
HopeLink/HACA	COH-Henderson	18
HopeLink/HACA	Special Supportive Housing	42
Nevada Community Associates	E.I.G.H.T.-TH	8
Nevada Partnership for Homeless Youth	Independent Living	16
Nevada Partnership for Homeless Youth	TLP ILP	4
New Genesis	Transitional Housing	28
salvation Army	Lied Vocational Training Center-2nd floor	98
Southern Nevada Adult Mental Health Services	Pathways	42
Southern Nevada Adult Mental Health Services	Total Recovery Program	27
Southern Nevada Children First	Living Beyond	8
Southern Nevada Children First	Moving Forward, Dare to Dream--Phase 2	26
St. Jude's Ranch	Crossings	15
St. Jude's Ranch	New Crossings	10
St. Vincent	St Vincent HELP Apartments	120
The Key Foundation	The Key Foundation	8
The Shade Tree	GPD-TH	2
The Shade Tree	Homeless to Home (HtH)	37
The Shade Tree	Transitional Housing non HUD	111
US Vets	CHAMPS TH	10
US Vets	GPD Veterans in Progress	118
Women's Development Center	Transitional Housing	43
Women's Development Center	Transitional Housing Private Funded	24
	Total	1064

Source: SNRPC Regional Initiatives Office

Southern Nevada Continuum of Care
Emergency Shelter Inventory

Organization Name	Project Name	Year-Round Beds	Total Seasonal Beds	Overflow Beds	Total Beds
Catholic Charities	Night Shelter	160	180	157	497
Catholic Charities	Residential Work Program	65	0	0	65
Clark County Social Service	Financial Assistance Service (FAS)	1903	0	0	1903
Emergency Aid of Boulder City	Emergency Shelter	0	2	0	2
Family Promise	Sheltering	14	0	0	14
HELP of Southern Nevada	O.U.T.R.E.A.C.H.	5	0	0	5
HELP of Southern Nevada	Shannon West Homeless Youth Center ES	16	0	0	16
HELP of Southern Nevada	SWHYC-Outreach	5	0	0	5
HopeLink/HACA	ESG Housing	13	0	0	13
HopeLink/HACA	Inclement Weather	0	4	0	4
Las Vegas Rescue Mission	Emergency Shelter	164	0	0	164
Living Grace Homes	Phase II	8	0	0	8
Living Grace Homes	Transitional Housing	8	0	0	8
Nevada Community Associates	EIGHT Rapid Rehousing	15	0	0	15
Nevada Partnership for Homeless Youth	Emergency Shelter	4	0	0	4
Safe House	Victims of domestic Violence Shelter	42	0	0	42
Safe Nest	Emergency Shelter	86	0	0	86
Salvation Army	GPD VA contract beds	51	0	0	51
Salvation Army	Overnight/Men/Women/Personal Safety/EFSP	196	105	0	301
Southern Nevada Adult Mental Health Services	Utopia	21	0	0	21
The Shade Tree	Emergency Housing	25	0	0	25
The Shade Tree	Emergency Shelter	133	30	50	213
The Shade Tree	Inclement Weather	0	15	0	15
The Shade Tree	OVerflow	0	0	25	25
Westcare	CC Family Services Shelter	5	0	0	5
Westcare	Crisis Triage Center	36	0	0	36
Westcare	ESG Youth	6	0	0	6
Westcare	HCHV/EH Empowering Women Warriors	1	0	0	1
Westcare	Youth Emergency Shelter	15	0	0	15
	Total	2997	336	232	3565

Source: SNRPC Regional Initiatives Office

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

In the past two years the Las Vegas Transitional Grant Area (TGA) has experienced a 12 % increase in HIV/AIDS diagnosis. We know that approximately 29% of the current HIV/AIDS population is receiving Ryan White services. Of the clients being served, 20% are unstable and need assistance. If we apply that to the entire population, then 1,562 households need assistance. The City will conduct more extensive surveys to determine if clients need TBRA, STRMU or permanent affordable housing. This leads to a need of 383 households with some type of rental assistance. We will be actively surveying those infected and affected to learn more about their needs.

Currently there are 40 permanent affordable rental units which are operated by three Project Sponsors, 20 (12 Section 8 811 and 8 HOPWA) are owned and operated by Aid For Aids of Nevada (AFAN), 12 are scattered site units owned and operated by Golden Rainbow, and Women's Development Center (WDC) provides between 12 and 15 set-aside scattered site units as funding permits. These numbers point to a serious lack of dedicated housing for this population. Less than 1% of the very low income clients are receiving this type housing assistance. AFAN provides Tenant Based Rental Assistance to 36 households and STRMU to 160 households. These also equal to less than 1% of the population.

Las Vegas is closely monitoring anticipated changes with the implementation of the Affordable HealthCare Act, and will explore potential to leverage services for homeless and special populations in conjunction with supportive services that may come with HCA funding.

Information on special needs facilities and services targeted to specific population groups identified in this section include: the elderly, frail elderly, persons with disabilities (including mental, physical, and developmental), persons with alcohol or other chemical dependency, persons with HIV/AIDS and their families, public housing residents, and youth and young adults.

HOPWA Assistance Baseline Table

Type of HOWA Assistance	Number of Units Designated or Available for People with HIV/AIDS and their families
TBRA	36
PH in facilities	28
STRMU	135
ST or TH facilities	0
PH placement	93

Data Source: HOPWA CAPER and HOPWA Beneficiary Verification Worksheet

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

The supportive services needs of each subset of our Non-Homeless Special needs population mirror one another. Among all groups, access to affordable, reliable transportation services is a top priority.

Aging in place and independent living are priorities of both the recipient population and care providers, with in home care being a high priority. Several national studies show that aging in place and in home care are more financially feasible and comfortable for the aging population and the population of people needing supportive services.

The Southern Nevada Regional Housing Authority (SNRHA) provides all public housing in the Clark County area. Currently they have 1708 units set aside for seniors, 2474 units for families and 60 units that are handicapped accessible. The SNRHA has an extensive waiting list for most of their properties. There are 998 families with disabilities on the Public Housing waiting list. According to the SNRHA Public housing residents require integrated services to assist them in removing barriers and achieving self-sufficiency or aging in place. Some of those services are as follows:

- Case management
- Educational, vocational services
- Medication management and counseling for seniors
- Assistance in gaining access to government benefits
- Referrals to medical, mental health care and treatment for alcohol and substance abuse treatment
- Domestic violence awareness and prevention
- Resources for legal support
- Nutritional education and access to health food
- Child care services and positive youth activities
- Homemaker services for seniors
- Social engagement
- Neighborhood safety services e.g. Neighborhood Watch
- Local and convenient access to all services

The city of Las Vegas runs the HOPWA program for the Clark County area, providing housing assistance and supportive services for people living with AIDS. Rental, mortgage and utility assistance are the top three housing resources that are offered through this program. 50% of program participants utilized the short term rental/mortgage/utility assistance through this program. Supportive services offered under HOPWA address needs like food and transportation, two of top supportive services needs for people living with HIV/AIDS. Currently there are 40 permanent affordable rental units which are operated by three Project Sponsors, 20 are owned and operated by Aid For Aids of Nevada (AFAN), 12 are scattered site units owned and operated by Golden Rainbow, and Women's Development Center (WDC) provides between 12 and 15 set-aside scattered site units as funding permits. These numbers point to a serious lack of dedicated housing for this population. Less than 1% of the very low income clients are receiving this type housing assistance. AFAN provides Tenant Based Rental Assistance to 36 households and STRMU to 160 households. These also equal to less than 1% of the population.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

In Las Vegas, the Continuum of Care is the largest coordinator of re-entry services. They have several strategic partnerships with organizations throughout Clark County to ensure that special needs populations are returning from mental and physical health institutions.

Within the CoC there is an MOU between WestCare Nevada and the following hospitals: Boulder City, Centennial Hills, Desert Springs, Sunrise, Mountain View, Dignity Health Care, Spring Valley,

Summerlin, Valley, North Vista and University Medical Center of SN as well as Southern Hills Medical Center, Clark County and the Cities of Las Vegas, North Las Vegas and Henderson to provide funds to WestCare for the operation of its Community Triage Center. This agreement allows for the provision of emergency room diversions for persons without a medical issue, who are in need of substance abuse or mental health treatment.

The CoC works closely with Southern Nevada Adult Mental Health Services (SNAMHS), Mojave Mental Health and WestCare to ensure those exiting institutional mental health services have access to housing and ongoing treatment. SNAMHS utilizes a variety of group housing placements that are all SAPTA certified programs. Whenever feasible, they work diligently to reconnect clients with family.

The Nevada Department of Corrections (NDOC) discharge policy states that Correctional facilities will enter into contracts to provide the following services, to offenders or parolees participating in a program: transitional housing; treatment for substance abuse or mental health; life skills training; vocational rehabilitation and job skills training; and any other services required by offenders or parolees who are participating in a program. The NV Re-entry Task Force is tasked to support offenders returning to its communities by providing increased economic and housing stability. A Statewide Re-entry Coalition is responsible for developing strategies and direct resources toward prisoner reentry, in an effort to prevent discharges into homelessness; the CoC has representation on this coalition. Clark County Detention Center has a staff person dedicated to re-entry. They work closely with SNAMHS for those who are severely mentally ill.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City proposes to provide disabled families with rental assistance and elderly households with accessibility improvements to allow them to remain in their homes, and will continue to support Tenant Based Rental Assistance for Persons with HIV/AIDS through the HOPWA program.

The City will fund other types of public services to special needs populations, such as transportation, Alzheimer's information/outreach, case management, rehabilitation and minor repairs for home owners, and home delivered food boxes for the elderly.

Counseling will be offered to victims of sexual assault or violence, visually impaired adults will receive job training and life skills. Disabled families will receive rental assistance and supportive services.

Case management, homeless prevention services and emergency rental assistance for persons at risk of homelessness, will also be provided.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

The City will fund other types of public services to special needs populations, such as transportation, Alzheimer's information outreach, case management, rehabilitation and minor repairs for home owners, and home delivered food boxes for the elderly.

Counseling will be offered to victims of sexual assault or violence, visually impaired adults will receive job training and life skills. Disabled families will receive rental assistance and supportive services.

Case management, homeless prevention services and emergency rental assistance for persons at risk of homelessness, will also be provided.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

Barriers to affordable housing can include land use control, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affect the return on residential investment. Potential regularity barriers for Las Vegas, Nevada are identified in HUD's Regulatory Barriers Clearinghouse database. These are listed below:

Topics: Zoning, Land Development, Construction and Subdivision Regulations

1. Missed Opportunity: Transit and Jobs in Metropolitan America (10 cities and 25 states were also listed)

   Barrier: There is implicit recognition that low-density development can negatively impact access to public transportation, jobs, and housing affordability.

   Solution: The authors of this report recommend that municipalities integrate access to jobs in transit-related policy decisions.

2. Zoning Ordinance

   Barrier: Restrictive zoning ordinances sometimes contain no provisions for home occupations or accessory dwelling units.

   Solution: Las Vegas allows accessory dwelling units, home occupations, and the conversion of nonconforming uses within the City.

   The city of Las Vegas allows accessory dwelling units (19.12.070 Accessory Structure) and home occupations (19.16.180).

Topics: Sustainable Communities

3. Missed Opportunity: Transit and Jobs in Metropolitan America

   Barrier: The authors of this report recognize that there are growing challenges and concerns related to sustainable economic development, specifically access to employment opportunities.

   Solution: The authors analyze 100 of the nation's largest metropolitan areas for emerging trends based on transit, income, and employment data of these areas, discussing implications, as well as offering solutions, such as public transit projects.

The Office of Community Services is working with City Departments to address the barriers listed in the Regulatory Barriers Clearinghouse and the suggestions provided in the *Regional Analysis of Impediments to Fair Housing 2015 (RAI).* The City is expected to adopt the in 2015.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

With almost 41 million visitors in 2014, Southern Nevada is one of the most frequently visited destinations in the United States. This activity has centered in the core of the region, which has seen the most investment in tourist infrastructure on the Las Vegas Strip and in Downtown Las Vegas. In the past decade, revenues have shifted not only to different subsets of the hospitality industry, but also to tribal gaming and abroad. Regional stakeholders are interested in strengthening the existing tourism core while also attracting diverse and dynamic businesses from other economic sectors.

This section outlines the city of Las Vegas' economic sectors where job opportunities exist and future opportunities are expected. Several recent studies were conducted in an effort to better understand the economic situation in Clark County and plan for future growth. Southern Nevada Strong conducted an economic analysis of Southern Nevada in 2012, the Brookings Institution published Unify, Regionalize, Diversify in 2012, and LVGEA developed the Community Economic Development Strategy (CEDS) in 2013 Opportunities for future economic development have been identified in non-hospitality sectors that include business and IT ecosystems, logistics, research and development, defense and unmanned aerial systems, medical tourism, and clean energy.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	543	24	0	0	0
Arts, Entertainment, Accommodations	66,344	35,076	34	23	-11
Construction	10,154	4,791	5	3	-2
Education and Health Care Services	22,389	28,406	11	18	7
Finance, Insurance, and Real Estate	12,178	14,014	6	9	3
Information	2,867	3,520	1	2	1
Manufacturing	5,118	1,727	3	1	-1
Other Services	5,830	6,135	3	4	1
Professional, Scientific, Management Services	15,413	15,037	8	10	2
Public Administration	0	0	0	0	0
Retail Trade	25,507	26,878	13	17	4
Transportation and Warehousing	7,762	4,045	4	3	-1
Wholesale Trade	6,161	3,494	3	2	-1
Total	180,266	143,147	--	--	--

Table 44 - Business Activity

Data Source: 2007-2011 ACS (Workers), 2011 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	296,626
Civilian Employed Population 16 years and over	263,442
Unemployment Rate	11.19
Unemployment Rate for Ages 16-24	25.12
Unemployment Rate for Ages 25-65	7.77

Table 45 - Labor Force

Data Source: 2007-2011 ACS

Employment Status, civilian population 16+ years of age

	2010	2013
Civilian Labor Force	283,566	299,318
Employed	255,382	257,793
Unemployment rate	9.9%	13.9%
Unemployment Rate Age 16 to 24	17.8%	24.4%
Unemployment Rate Age 25 to 64	8.6%	12.2%

Data Source: City of Las Vegas

Occupations by Sector	Number of People
Management, business and financial	48,773
Farming, fisheries and forestry occupations	11,994
Service	35,197
Sales and office	66,568
Construction, extraction, maintenance and repair	26,503
Production, transportation and material moving	12,421

Table 46 – Occupations by Sector

Data Source: 2007-2011 ACS

Occupation, civilian population 16+ years of age

	2010	2013
Management, Business, Science, Arts	73,653	71,005
Services	72,367	76,259
Sales and Office	67,689	65,017
Natural Resources, Construction, Maintenance	30,439	22,645
Production, Transportation, Material Moving	23,074	22,867
Civilian employed population 16+ years of age	267,222	257,793

Data Source: City of Las Vegas

Travel Time

Travel Time	Number	Percentage	Travel Time	Number	Percent
< 30 Minutes	158,940	63%	< 30 minutes	209,010	67.6%
30-59 Minutes	81,036	32%	30 - 59 minutes	87,310	28.2%
60 or More Minutes	12,327	5%	60 minutes or more	12,925	4.2%
Total	***252,303***	***100%***	Total	309,245	100.0%

Table 47 - Travel Time

Data Source:2007-2011 ACS

Data Source: City of Las Vegas

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	33,090	5,814	16,971
High school graduate (includes equivalency)	59,659	7,852	20,826
Some college or Associate's degree	70,916	7,668	19,771
Bachelor's degree or higher	54,985	2,876	9,530

Table 48 - Educational Attainment by Employment Status

Data Source: 2007-2011 ACS

Educational Attainment by Employment Status

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	30,666	6,307	17,051
High school graduate (includes equivalency)	68,311	9,898	21,799
Some college or Associate's degree	81,350	9,971	20,963
Bachelor's degree or higher	56,641	3,582	10,080

Data Source: City of Las Vegas

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	2,232	7,099	7,167	10,850	5,844
9th to 12th grade, no diploma	11,773	11,599	8,739	10,421	7,908
High school graduate, GED, or alternative	19,638	23,235	25,008	40,222	22,471
Some college, no degree	14,149	20,099	20,108	36,468	16,543
Associate's degree	1,796	5,498	6,165	10,915	3,229
Bachelor's degree	2,214	11,475	12,603	20,682	8,084
Graduate or professional degree	140	3,890	6,533	12,825	5,746

Table 49 - Educational Attainment by Age

Data Source: 2007-2011 ACS

Educational Attainment by Age

	18 - 24 yrs	25-34 yrs	35 - 44 yrs	45 - 64 yrs	65+ yrs
Less than 9th grade	1,290	5,784	6,918	10,687	6,353
9th to 12th grade no diploma	12,033	10,870	8,581	11,184	7,940
High school graduate (includes equivalency)	19,730	23,993	24,226	42,017	22,644
Some college, no degree	16,894	20,998	19,870	37,158	18,440
Associate's degree	1,888	6,373	6,206	12,642	3,835
Bachelor's degree	2,057	11,930	12,286	20,707	9,578
Graduate or professional degree	235	3,754	6,288	12,483	6,411

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	$24,630
High school graduate (includes equivalency)	$29,558
Some college or Associate's degree	$36,444
Bachelor's degree	$48,104
Graduate or professional degree	$66,068

Table 50 – Median Earnings in the Past 12 Months

Data Source: 2007-2011 ACS

Median Earnings by Educational Attainment

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	$23,946
High school graduate (includes equivalency)	$27,770
Some college or Associate's degree	$34,001
Bachelor's degree	$47,847
Graduate or professional degree	$64,080

Data Source: City of Las Vegas

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

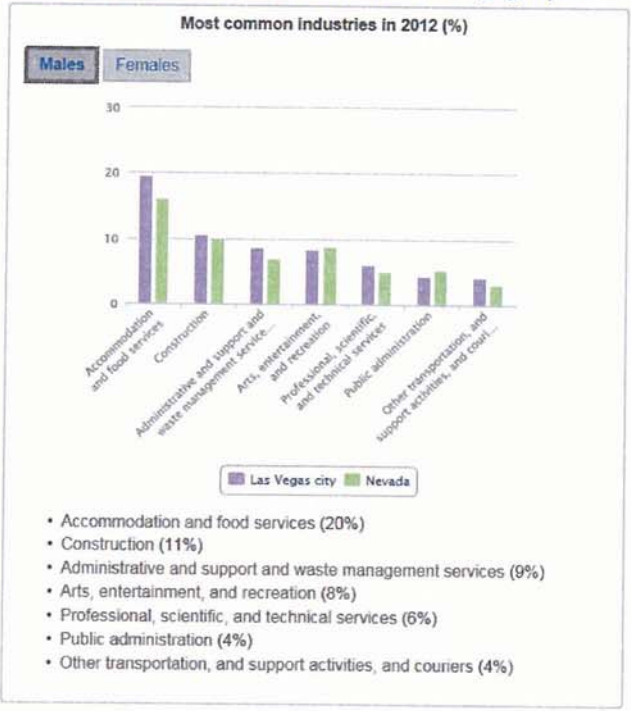
The city of Las Vegas is an iconic city with world-wide recognition. It is no wonder that a city based on entertainment reflects that in the employment sectors. According to HUD's records, Arts, Entertainment, Accommodations is the City's major employment sector (37% of workers) followed by Retail Trade (14%) and Education and Health Care Services (12%). According to the UNLV Center for Business and Economic Research (CBER), tourism and hospitality support one in every 11 jobs in the region and generates more than $9 billion in gaming revenue to the economies of the cities in Clark County. More than 22,000 conventions and meetings brought in more than 5 million convention delegates to Las Vegas in 2013 and generated more than $6 billion to the economy. With more than 150,000 hotel rooms, Las Vegas is one of the largest convention and resort destinations in the United States and attracts 40 million visitors annually. Southern Nevada is also headquarters for the world's two largest Fortune 500 gaming companies, Harrah's Entertainment and MGM Resorts International. The county is home to the world's largest concentration of firms in the gaming machinery and technology sectors.

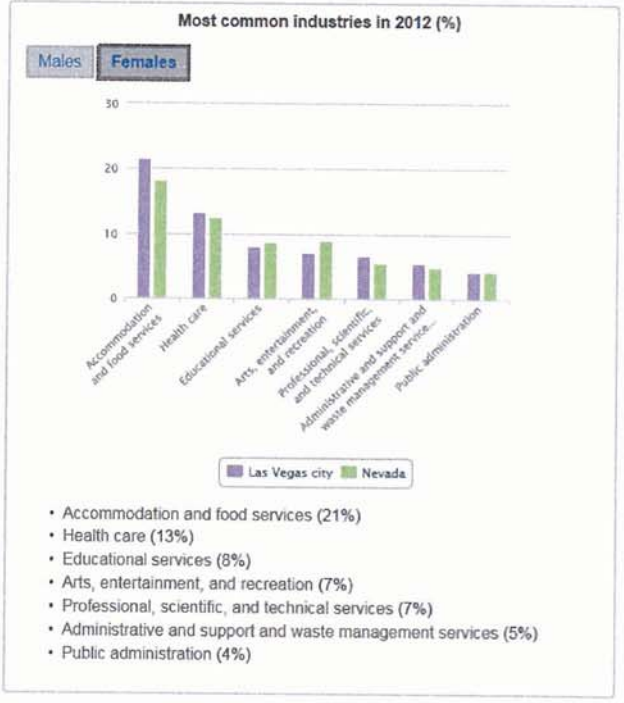
Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	543	24	0	0	0
Arts, Entertainment, Accommodations	66,344	35,076	34	23	-11
Construction	10,154	4,791	5	3	-2
Education and Health Care Services	22,389	28,406	11	18	7
Finance, Insurance, and Real Estate	12,178	14,014	6	9	3
Information	2,867	3,520	1	2	1
Manufacturing	5,118	1,727	3	1	-1
Other Services	5,830	6,135	3	4	1
Professional, Scientific, Management Services	15,413	15,037	8	10	2
Public Administration	0	0	0	0	0
Retail Trade	25,507	26,878	13	17	4

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Transportation and Warehousing	7,762	4,045	4	3	-1
Wholesale Trade	6,161	3,494	3	2	-1
Total	180,266	143,147	--	--	--

Table 51 - Business Activity

According to City-Data.com, in 2012 the most common industries in Las Vegas, NV by men and women are illustrated in the following graphs.





Describe the workforce and infrastructure needs of the business community:
The Comprehensive Economic Development Strategy (CEDS) prepared by TIP Strategies, Inc. for the Las Vegas Global Economic Alliance, outlines the workforce and infrastructure needs of the business community and is available at
http://www.lasvegasnevada.gov/files/Southern_NV_CEDS.pdf

The City's Economic and Urban Development Department identified the following infrastructure needs:

1. Fiber optic in Medical District
2. Water supply and cost
3. Need for physical, programmatic and institutional link between the Medical District and other downtown assets and developments

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job

and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

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. In response, the LVGEA developed the CEDS to help guide job and business growth opportunities.

The CEDS identified five key target sectors for economic development:

1. Tourism, Gaming and Entertainment
2. Health and Medical Services
3. Business IT Ecosystems
4. Clean Energy
5. Logistics and Operations

To assist in the success of these plans, the city of Las Vegas needs to work with LVGEA and RTC to coordinate the RTC's Regional Transportation Plan, local government master plan updates and HUD funding with the Comprehensive Economic Development Strategy (CEDS). Bringing these planning processes together will help coordinate growth by aligning land use, transit and economic development activities to create a stronger community.

The City's Economic and Urban Development Department identified the following potential projects that would occur during the planning period.

- Project Neon
- Symphony Park
- Centennial Plan update / Downtown Master Plan
- Maryland Parkway improvement (Southern Nevada Strong)
- Downtown Project
- Interstate 11
- UNLV Medical School
- Cashman Field
- Unmanned Aircraft Systems
- Lack of capital to fund projects
- New Market Tax Credits
- Tourism Improvement District
- Zappos 10 acres
- Historic Westside School
- Fremont East

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The majority of the employment is in sectors where a high school education is adequate to obtain a job. However, Clark County's high school graduation rates are much lower than the national average, at 62% in 2014, compared to 80% nationally. Students score low in national reading and math assessments. Of those unemployed, the chart "Educational Attainment of Employed and Unemployed" indicates that 54% of the unemployed have a high school diploma or less.

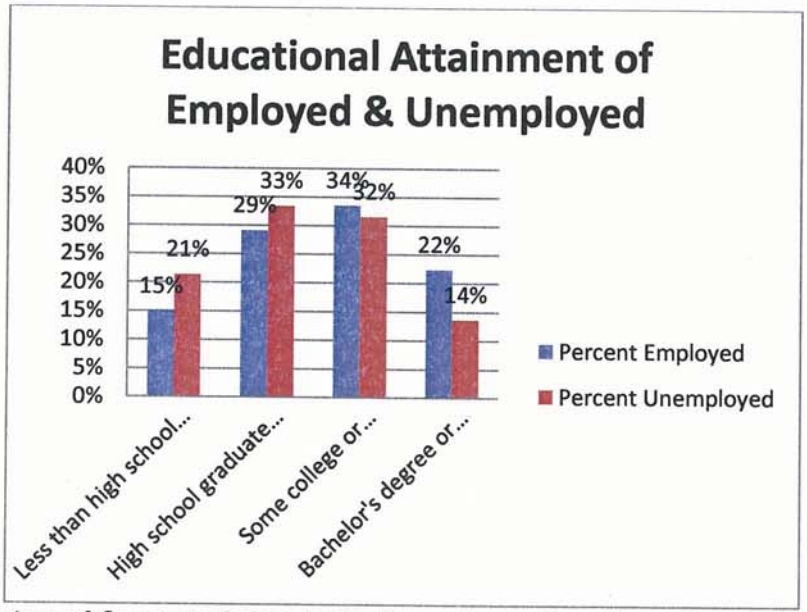
Educational Attainment by Employment Status

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	30,666	6,307	17,051
High school graduate (includes equivalency)	68,311	9,898	21,799
Some college or Associate's degree	81,350	9,971	20,963
Bachelor's degree or higher	56,641	3,582	10,080

Data Source: City of Las Vegas

In implementing the goals outlined in the CEDS, Southern Nevada needs to look into 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. These changes will require tremendous focus from both the government and business community based on existing conditions.

The Brookings Institution publication *Unify, Regionalize, Diversify: An Economic Recovery Development Agenda for Nevada* promotes raising standards throughout the K-12 system over the longer term; leveraging community colleges to deliver a skilled workforce; expanding research universities' role in workforce development; and reorganizing and re-energizing the state's workforce investment system. These actions should help the economy diversify by ensuring that the workforce of the future is readily available to employers.



Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Workforce Connections is Southern Nevada's Local Workforce Investment Board (LWIB). They are responsible for the operation of the One-Stop Delivery System in the Southern Nevada Local Workforce Investment Area. The One-Stop Career Center is located at 6330 W. Charleston in the city of Las Vegas. The One-Stop Career Center and One-Stop Delivery System partners provide access to computers for job searching, career counseling, assistance with writing a resume or learning how to interview for a job, intensive case management, supportive services for employment or training related activities, and funding to complete employer-recognized training and certification programs.

The College of Southern Nevada (CSN) (formerly Community College of Southern Nevada) has three main campuses in Las Vegas, North Las Vegas and Henderson and multiple sites and centers. Students can choose from 180 degree and certificate options in more than 100 areas of study, including over 25 degree and certificate programs available entirely online. The college is divided into 6 academic schools and the non-credit Division of Workforce & Economic Development, which provides workforce training, personal enrichment and customized business training opportunities for the community.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes, in the fall of 2012, Las Vegas Global Economic Alliance (LVGEA), the Governor's Office of Economic Development (GOED) and more than 300 community stakeholders from all over the region began work on a Comprehensive Economic Development Strategy (CEDS). The CEDS document includes demographic information, economic analyses, and information on the strategies and tactics that the LVGEA and its regional partners will use to develop new industry and diversify the economy in Southern Nevada. In writing this document, the community came together like never before to support economic development.
The CEDS was accepted by the U.S. Economic Development Administration in September of 2013.
http://www.lvgea.org/about/comprehensive-strategy/

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

Las Vegas is coordinating with the Consolidated Plan on the following economic development initiatives:

Arena/Event Center –Tourism & Conventions
Business Park Northwest – Logistics & Manufacturing
Business Start-Up / Business Development Program – Entrepreneurship Infrastructure
Cashman Center – Tourism& Conventions
Cleveland Clinic Expansion – Health Care
Conference Center / Civic Center – Tourism & Conventions
Cybersecurity (Regional) Center for Excellence – Business IT Ecosystems, Entrepreneurship Infrastructure
Digital Media Strategy – Business IT Ecosystems, Entrepreneurship Infrastructure
DowntownProject.com Support - Business IT Ecosystems, Entrepreneurship Infrastructure
E-commerce strategy – Business IT Ecosystems, Entrepreneurship Infrastructure
Incubator / Business Accelerator – Business IT Ecosystems, Entrepreneurship Infrastructure
International Trade marts – Tourism & Conventions, Logistics & Manufacturing
Jump Start Las Vegas – Entrepreneurship Infrastructure
Latin Corridor – Entrepreneurship Infrastructure

Medical District – Health Care
Symphony Park – Tourism & Conventions, Health Care

Discussion

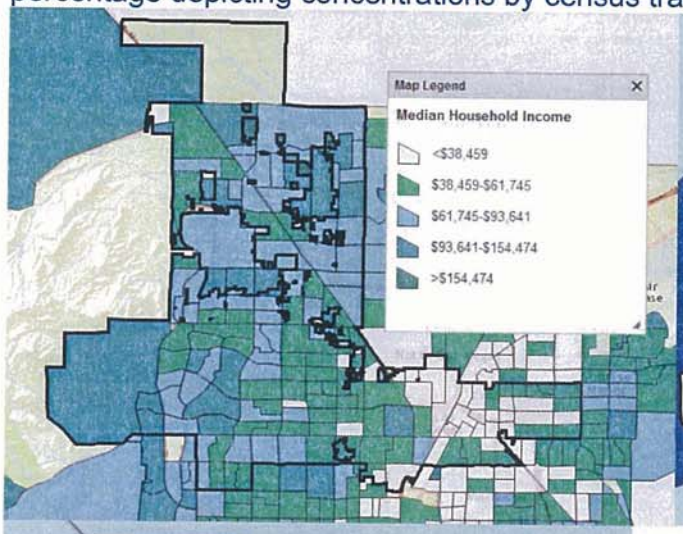
The heavy reliance on gaming and construction prior to the Great Recession, made the region vulnerable to greater impacts from the national downturn. The CEDS has identified the need to broaden opportunities for high-paying jobs by making substantial gains in educational attainment and fostering new target industries. Further, providing adequate transportation options for visitors and locals alike will help the region compete for business.

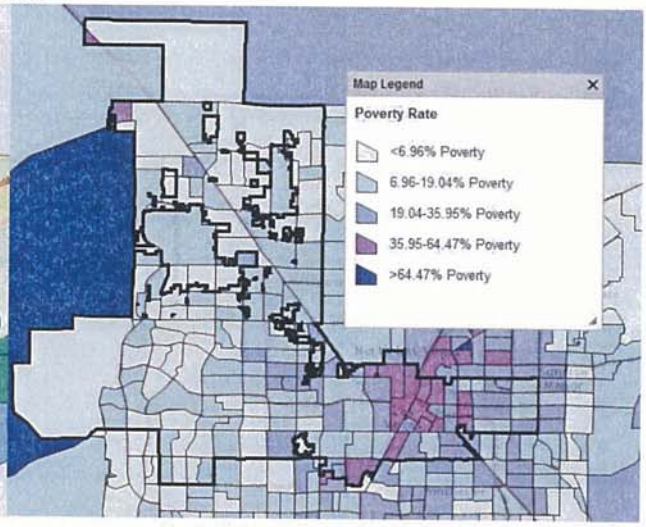
The city of Las Vegas does not plan to use CDBG funds directly for economic development. Housing, education, senior, youth, and homeless programs are the City's main focus for the next five years, of which economic development will likely be a secondary outcome.

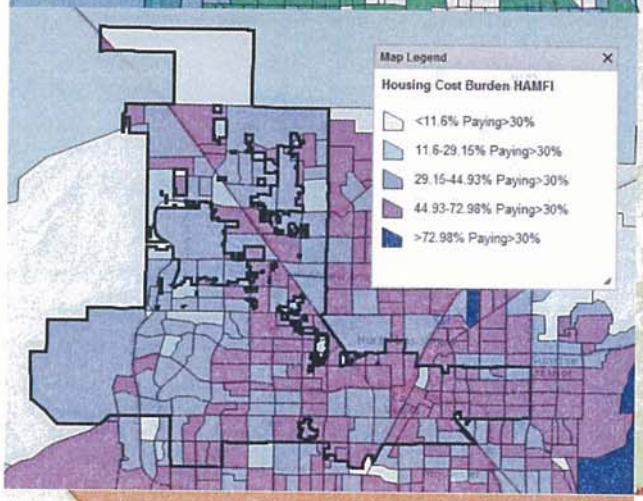
MA-50 Needs and Market Analysis Discussion

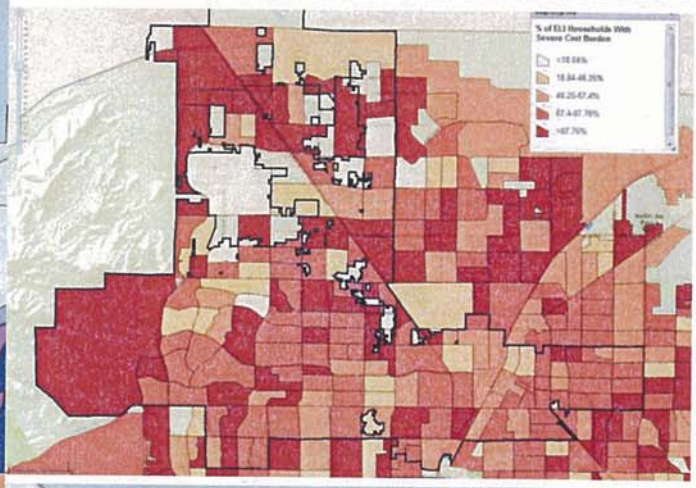
Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

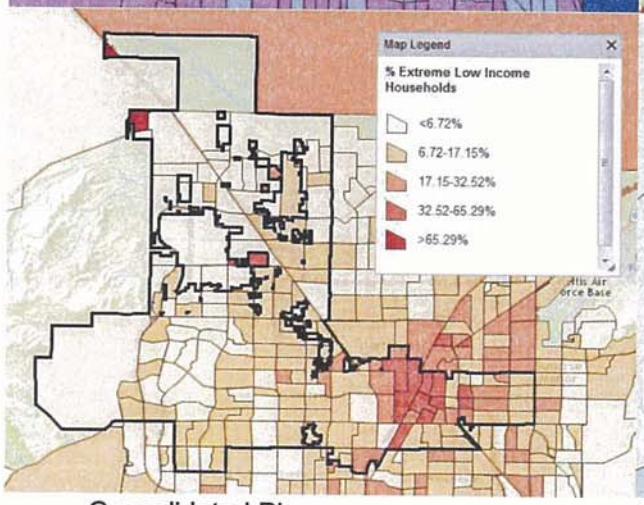
Much of the City's older and mature areas in the Downtown area seem to have the highest concentrations of households with multiple housing problems. Each map legend indicates the percentage depicting concentrations by census tract.

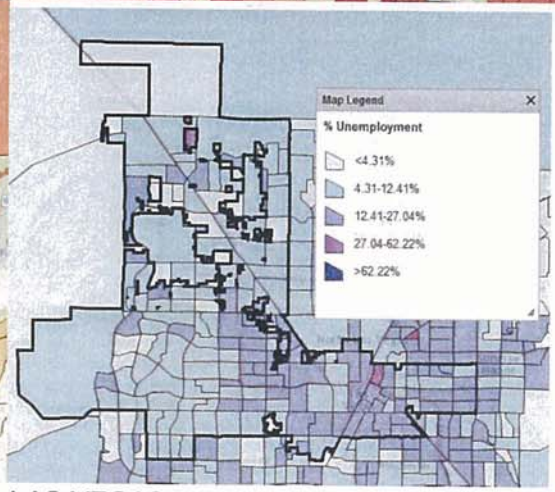








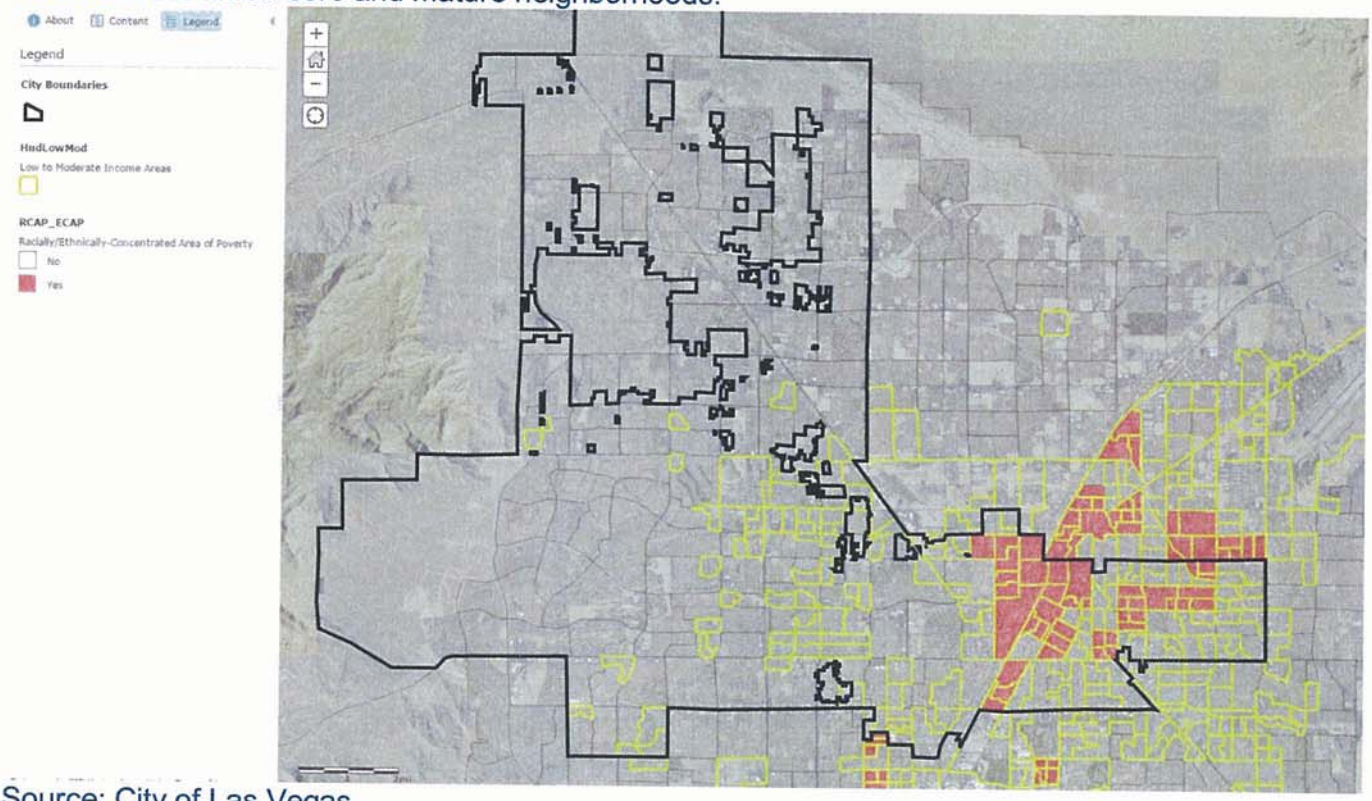




Source: CPD Maps

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

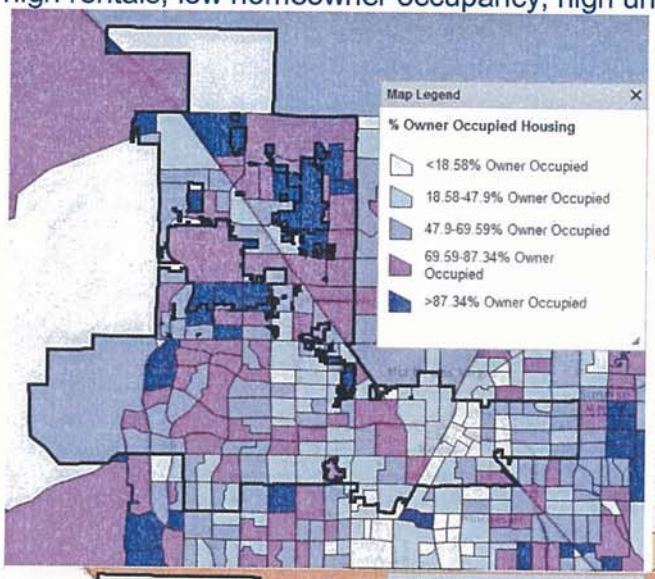
The majority of areas in the City where racial, ethnic, and low-income families are concentrated are located in the urban core and mature neighborhoods.

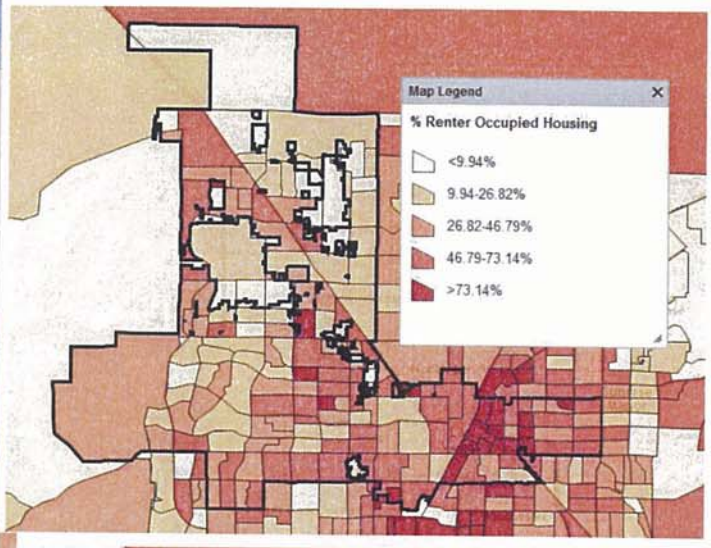


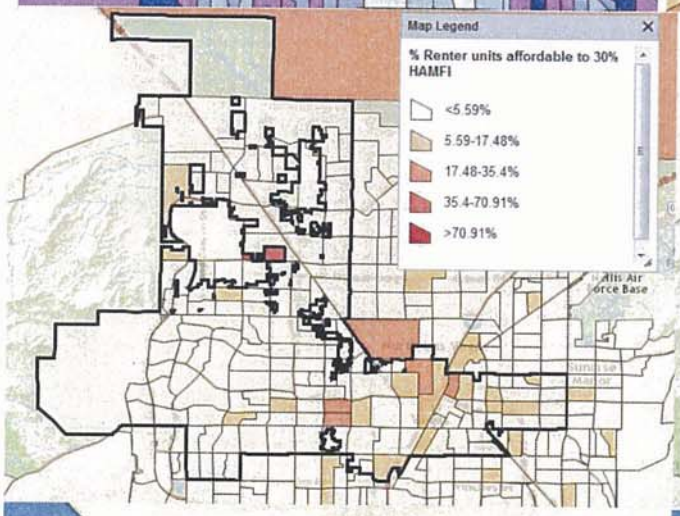
Source: City of Las Vegas

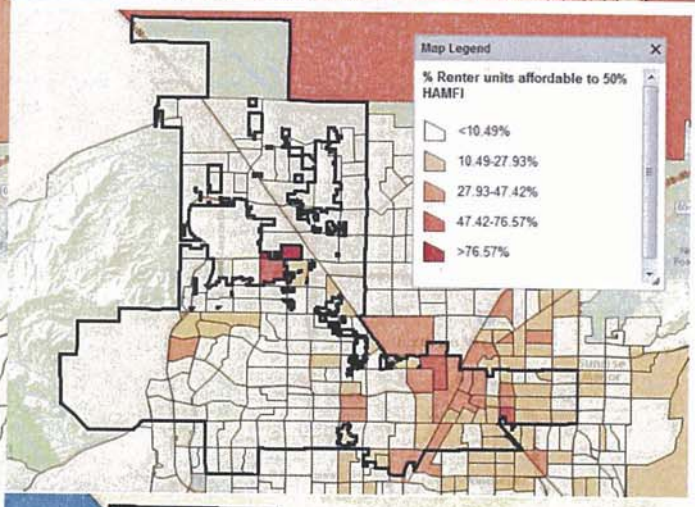
What are the characteristics of the market in these areas/neighborhoods?

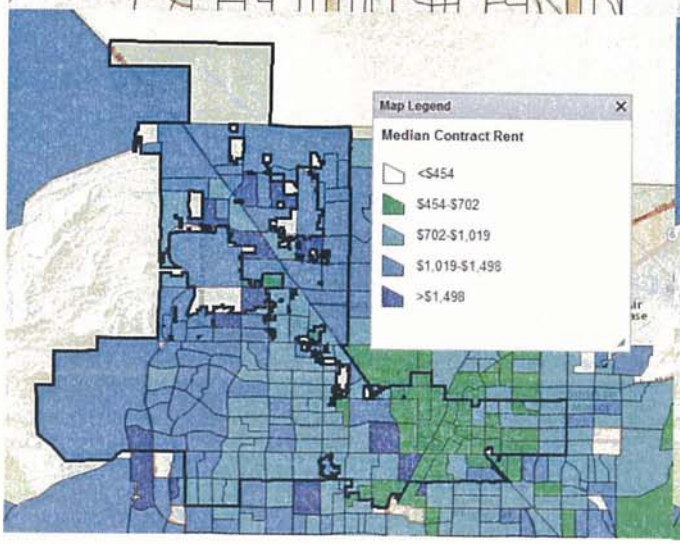
The characteristics in the majority of these areas are low performing schools, mature neighborhood, high rentals, low homeowner occupancy, high unemployment, and high poverty.

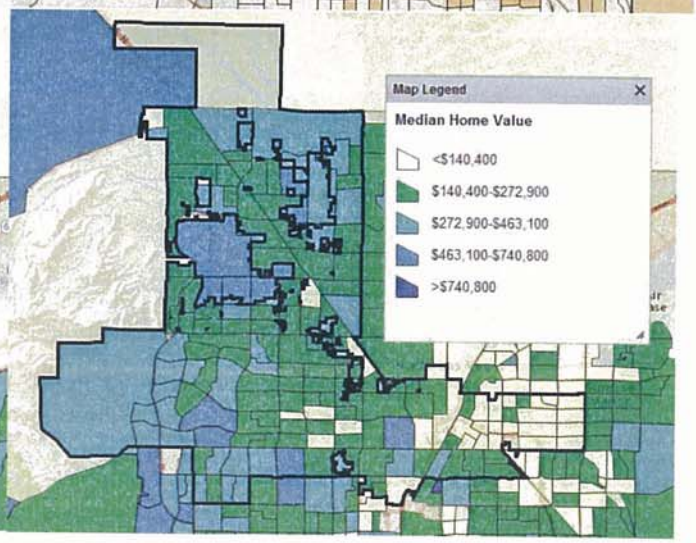








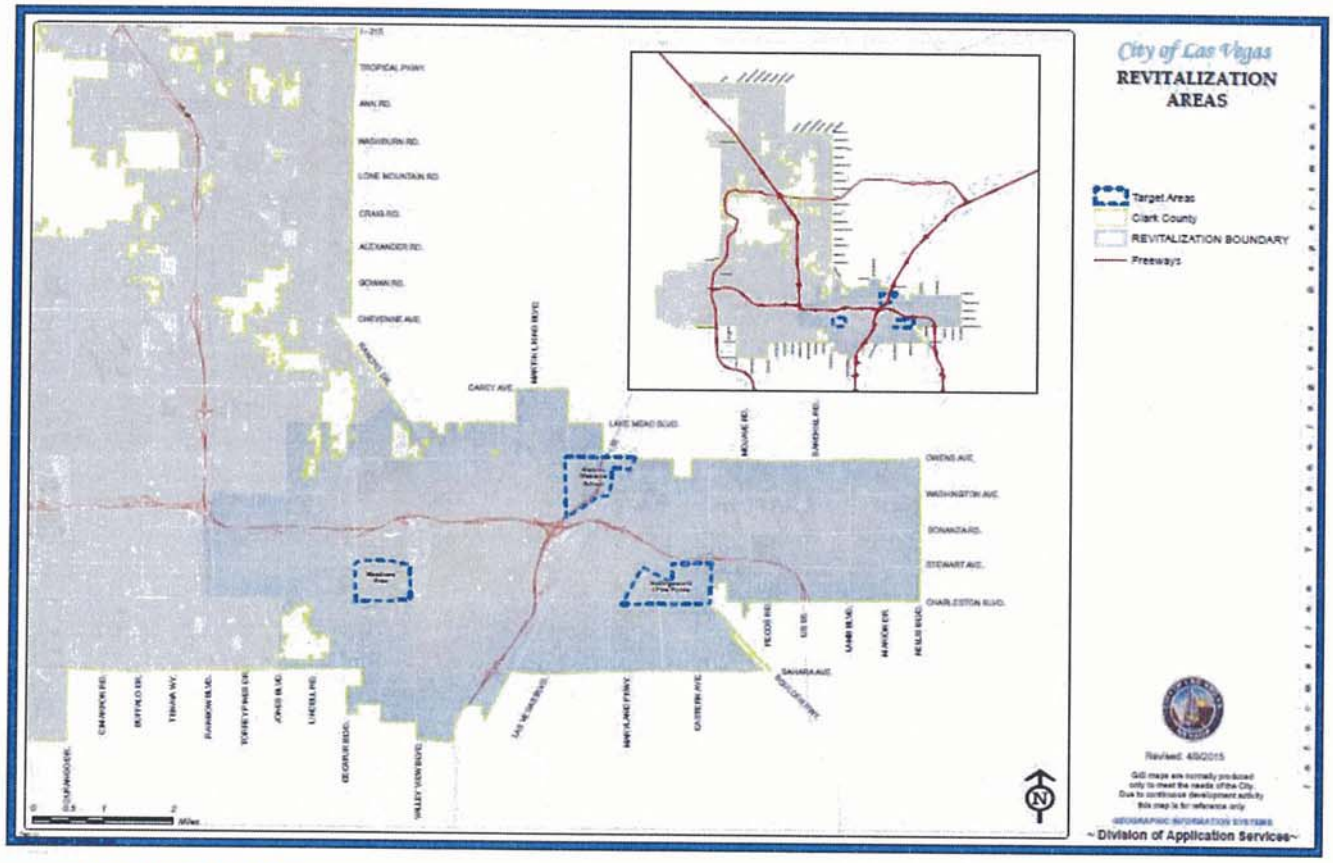




Source: CPD Maps

Are there any community assets in these areas/neighborhoods?
Many of these areas do have community assets, including community centers, churches, and parks. [Insert Map]

Are there other strategic opportunities in any of these areas?
There are several strategic opportunities occurring in these same areas including: Downtown Achieves, City Neighborhood Revitalization Areas, and City walkable community plans. These initiatives are part of the Target Areas in the map below.



Source: City of Las Vegas

Strategic Plan

SP-05 Overview

Strategic Plan Overview

This section contains the Strategic Plan for housing and community development that will guide the city of Las Vegas's investment of Community Development Block Grant (CDBG), HOME, HOPWA, ESG, and LITHF funding during the 2015-2020 planning period. The city of Las Vegas's priority needs, goals and deliverables (production goals) were developed directly through priority needs identified through extensive research and outreach, including: HUD 2010 CHAS Data, the Census Bureau's American Community Survey, updated reports and surveys regarding housing sales and development, comments from citizen participation meetings, City Council priorities (Citywide Strategic Plan), City reports/studies, and discussions with housing and service providers. Priority needs were identified in five categories: homelessness; youth (with an emphasis on education); special needs (including people with HIV/AIDS) and low/mod income public services; affordable housing, and community facilities, infrastructure, and improvements. All needs and goals were identified through the context of eligible uses of HUD federal funds. The City will use its available CDBG, HOME, HOPWA, ESG, and LITHF resources to fund activities that will achieve the goals and address the priority needs identified in the plan.

Additionally, the city will utilize part of its Redevelopment Set Aside funds to assist projects/programs that provide housing and shelter.

Our Vision: A world-class, vibrant, affordable, economically and ethnically diverse, progressive city where citizens feel safe, enjoy their neighborhoods and access their city government.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 52 - Geographic Priority Areas

[Insert Map]

The City is not currently using formal HUD Geographic Priority Areas.

The City will continue to rely on low income census tracts and block groups in addition to other data supplied by HUD and City data to determine the areas of greatest need to concentrate services. Currently, funds are allocated citywide providing low income residents across the Las Vegas Valley the opportunity to apply for much needed services. The City has six Wards and targets Wards 1, 3 and 5 due to their concentration of low income residents.

The HOPWA program targets the Paradise EMSA as the city is the Entitlement agency for those funds which encompasses all of Clark County.

The City is in development stages for applying for Neighborhood Revitalization Strategy Areas (NRSA). We hope to have them on-line by year 3 of the Consolidated Plan. The city utilizes three geographic areas for its education initiatives in order to track the impact of the programs. It is hoped that these pilot areas will become examples of how to replicate their success across the valley.

Innovations in Education includes the following three geographic areas which are mapped in this document: Hollingsworth/Five Points, Historic Westside School Neighborhood, and Meadows Mall Area.

The City is currently concentrating its homeless programs and funding sources in the Downtown Area, which is bounded by: Charleston, Martin L. King, Maryland, and Owens with an emphasis on the Corridor of Hope and Fremont Street.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 53 – Priority Needs Summary

1	**Priority Need**	**Homelessness**
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Large Families Families with Children Elderly Frail Elderly Chronic Homelessness Individuals Mentally Ill Chronic Substance Abuse Veterans Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Unaccompanied Youth
	Geographic Areas Affected	Citywide, Urban Core, City Neighborhood Revitalization Strategy Areas
	Associated Goals	Prevent and End Homelessness
	Description	Extensive information on the nature and extent of homelessness is available in detail in the 2014 Southern Nevada Homeless Census and Survey, available on the http://www.HELPHOPEHOME.ORGwebsite. The 2014 Southern Nevada PIT Count indicates that between 2013 and 2014, the total number of homeless persons increased from 7,355 to 9,417, respectively. The number of unsheltered homeless persons (including the hidden homeless population) increased from 4,435 to 5,468 respectively during this time period. It is estimated that 36,718 members of the Southern Nevada population experience homelessness

		annually. The annual estimate of homelessness in Southern Nevada represents approximately 1.9% of the total population of Southern Nevada. This priority need covers both facilities and public services.
	Basis for Relative Priority	After broad community and stakeholder outreach, it was clear that assisting the homeless and those at-risk of homelessness is a community priority which is also substantiated by quantitative data in the Needs Assessment and Market Analysis
2	Priority Need	**Educational Enrichment**
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Middle Income Large Families Families with Children Public Housing Residents Chronic Homelessness Veterans Victims of Domestic Violence Unaccompanied Youth Persons with Mental Disabilities Persons with Developmental Disabilities Non-housing Community Development
	Geographic Areas Affected	Citywide, Urban Core, City Neighborhood Revitalization Strategy Areas
	Associated Goals	Provide educational enrichment services and supportive programs
	Description	Data supports that Nevada ranks consistently low in Education. A child growing up in Nevada has the lowest chance for academic success in the country, according to a national study. The 2014 Quality Counts report graded Nevada a "D" on its "chance for success index," the lowest possible rating. The national average on the index was "C+." The Silver State scored at the bottom of the nation in terms of students' "chance for success," according to the report. When the "chance for success" index was introduced in 2007, Nevada ranked 43rd; its ranking the past five years has been 51st. If our children are growing up to become adults with poor educational foundations, then the cycle of poverty and low income continues for generations. By strategically focusing our public service resources on enhancing the education the children receive by supplementing it with touring, literacy and educational

		enrichment programs, we will break the cycle of poverty and increase these children's chances of becoming adults who are better prepared for the changing workforce and better prepared to provide for their own families.
	Basis for Relative Priority	Extensive City research and input has placed a high priority on making a difference in the City's lowest performing areas that will serve as a pilot program in seeing a positive change and ending the cycle of poverty.
3	Priority Need	**Special Needs and Low/Mod Income Public Services**
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Large Families Families with Children Elderly Public Housing Residents Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Unaccompanied Youth Non-housing Community Development Youth
	Geographic Areas Affected	Citywide, Urban Core, City Neighborhood Revitalization Strategy Areas
	Associated Goals	Provide Community and Supportive Services
	Description	The City has extensive needs for public services that are far beyond the ability of any one agency to meet. There are substantial waiting lists for many programs. Special needs supportive services to help people remain or become self-sufficient and independent are in short supply. There is an ongoing need to provide families with a variety of services to help them improve their ability to be self-sufficient and provide education on fair housing rights
	Basis for Relative	After broad community and stakeholder outreach, it was clear that assisting people with special needs and/or

	Priority	low/moderate income people is a community priority which is also substantiated by quantitative data in the Needs Assessment and Market Analysis.
4	Priority Need	**Affordable Housing**
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Large Families Families with Children Elderly Frail Elderly Persons with Mental Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Chronic Homelessness Individuals Mentally Ill Chronic Substance Abuse Veterans Unaccompanied Youth Public Housing Residents
	Geographic Areas Affected	Citywide, Urban Core, City Neighborhood Revitalization Strategy Areas
	Associated Goals	Provide Decent and Affordable Quality Housing for Renters and Homeowners
	Description	There is a great need for affordable housing available to people earning at or below 50% AMI. Overcrowding is also an issue. While there are larger units in the market; they are simply not affordable to low-income large families. It is important to note that while there appear to be adequate units for households at 80% AMI and below, not all of these units are occupied by people at this income level. Persons with special needs include the elderly, frail elderly, persons living with HIV/AIDS, and the developmentally, physically and mentally disabled have a small number of homes to choose from. The need for supportive housing units for this population remains very high.

	Basis for Relative Priority	According to the data in the Needs and Market Analysis, a large number of the City of Las Vegas households are cost burdened along with other housing needs. The SNRHA has a waiting list of over 13,000 applicants and the HCV program hasn't been opened in 7 years. Data throughout the Needs Assessment and Market Analysis support that there is a lack of affordable housing available. According to the 2007-2011 CHAS data, approximately 22,955 households earn less than 30% AMI, yet there are only 2,880 rental units available that are affordable to these households. According to other studies, the numbers of elderly and disabled households are increasing, yet current housing will not meet the needs without addressing affordability, universal design, and supportive services where applicable. Rehab and energy efficiency programs will make homes more affordable and universal design features will allow homes assisted with HUD funds to be more livable and functional for a greater percentage of the population.
5	Priority Need	**Community Facilities, Infrastructure, Improvements**
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Large Families Families with Children Elderly Public Housing Residents Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development Youth Unaccompanied Youth
	Geographic Areas Affected	Citywide, Urban Core, City Neighborhood Revitalization Strategy Areas
	Associated Goals	Provide Community Facilities and Infrastructure/Neighborhood Revitalization

	Description	The City of Las Vegas Capital Improvement Plan 2014-2017 along with the CDRB and community stakeholders identify projects annually that will enhance areas across the City and add to the quality of life for low and moderate income citizens. Projects will be prioritized annually and may include: code enforcement, sidewalks, crosswalks, and connectivity projects; ADA compliance projects; and, funding acquisition, expansion, and renovation of mental health facilities, as well as, and facilities serving homeless populations.
	Basis for Relative Priority	After broad community and stakeholder outreach, it was clear that providing a wide range of public facilities and infrastructure improvements is a community priority which is also substantiated by quantitative data in the Needs Assessment and Market Analysis. There is also a need for Code Enforcement to help maintain neighborhoods.

Narrative (Optional)

The priority needs identified as low or medium, do not suggestion that these are not as important as high priority needs. The City has decided to focus its efforts on the high priority due to limited funds and that with the understanding that other entities may address these as well.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	High cost of housing for homeless, extremely low-income and low-income households.
TBRA for Non-Homeless Special Needs	High cost of housing for people with special needs and lack of availability
New Unit Production	As seen throughout this document there is a great need for affordable housing.
Rehabilitation	There are many homeowners who are low-income and have severe housing problems. Multifamily units are also in need of rehab to keep them decent, safe and sanitary.
Acquisition, including preservation	As multifamily rental housing ages, preservation activities such as rehabilitation of both homeowner and renter housing is critical.

Table 54 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

In order to receive the CPD funding, the city of Las Vegas must develop and submit a Consolidated Plan every five years to the U.S. Department of Housing and Urban Development (HUD). The City anticipates receiving an annual allocation of CDBG, HOME, HOPWA and ESG funds from HUD over the next five years for activities that provide decent housing, suitable living environments, and expanded economic opportunities for its residents. These funds are intended to help meet priority needs identified throughout the City. Detailed information on the resources the City expects to receive and the activities to be undertaken to meet the priority needs are identified in the Annual Action Plan for FY 2015. The following section summarizes the major sources of funding available to carry out housing and community development activities.

Additionally, the City receives HOME (State), Low Income Housing Trust Funds (LIHTF) and Redevelopment Set Aside (RDA) funds from the Nevada State Housing Division. These funds are used to promote and support affordable housing projects, programs, and initiatives.

The City sold the property that it previously received the majority of its program income for CDBG during Program Year FY14-15. At this time, it is unclear as to what the future program income will be for this funding source.

Further, the City has utilized all of its old HOME funds, therefore, no carry over is noted. The City also intends to use a portion of its FY16-17 HOME funds on the projects slated for FY15-16 funds as well.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: 2015$	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	Public-federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$4,702,136		$2,545,465	$7,247,601	$18,808,544	Grants awarded on a formula basis for housing and community development activities. Primarily, recipients must be low to moderate-income (up to 80% MFI), or reside in a low/moderate-income area.
HOME	Public-federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	$1,450,267		$510,368.64	$1,960,267	$5,801,068	HOME funds are leveraged by State of Nevada HOME and Low Income Housing Trust Funds. Used portion of 16/17 for 15/16 projects in addition to carryover.
HOPWA	Public-federal		$1,145,739		$71,035	$1,216,774	$4,582,956	HOPWA funds must be used in the Paradise EMSA to prevent homelessness and provide services for clients with HIV/AIDS.

ESG	Public-federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid rehousing (rental assistance) Rental Assistance Services Transitional housing	$412,209			$412,209	$1,648,836	Grants are awarded to non-profit providers to provide essential services and shelter to homeless families and individuals through the Shelter Program. Providers also provide rapid rehousing financial assistance and stabilization services to homeless families and individuals, and prevention services to families and individuals at risk of homelessness.
LIHTF	Public State	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	$922,150				$3,688,600	Funds are provided through the State of Nevada Housing Division and are used primarily as a match for HOME funds. Funds are based on property taxes.

HOME (State)	Public State	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	$408,497				$1,633,988	Funds are provided through the State of Nevada Housing Division and are used to document partnering with the state on projects.

Table 55 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

The city of Las Vegas leveraged over $61 million over the past Con Plan (2010-2015). All jurisdictions covered under the Consolidated Plan use their federal resources to leverage public and private sector resources to carry out housing and community development activities. The City will work to use their private activity bonds for affordable multifamily housing production or affordable single family mortgages. HOME funds also leverage the Low Income Housing Tax Credit program administered by the State of Nevada. Many of these projects also receive City HOME/LIHTF funding as leveraged grants.

The City expects to continue to receive State LIHTF which is used to provide the matching funds required by the HOME Program. HOME funds also leverage monies from the Federal Home Loan Bank in San Francisco through its Affordable Housing Program.

The City receives approximately $1.1 million per year in State Redevelopment funds which are used to support programs for housing and homeless initiatives.

Matching requirements for ESG Program funds will be met by the non-profit organizations receiving ESG Program funds and will come from private donations, other federal and state funding and volunteer time.

The City sold the property that was the main source of program income in the previous Con Plan (2010-2015). Any program income earned will be reported in the next CAPER.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

At this time the city of Las Vegas has no plans to use publically owned land or property to address needs identified in the plan. The City will discuss the possibility of using public assets to meet our goals on an annual basis.

Discussion

A new funding source, the National Housing Trust Fund, is expected to be available through the State of Nevada Housing Division beginning in 2016. The NHTF is a federal program for collecting and distributing "dedicated" funds, money that is not at risk of cuts each year during the Congressional appropriations process. The NHTF was created, and an initial dedicated source of money for it was established, on July 30, 2008 when the president signed into law the housing and economic recovery act of 2008. The purpose of NHTF is to increase and preserve the supply of housing, principally rental housing for extremely low-income households, but also to a lesser extent homeowner housing, including for very low-income households. It is estimated that the state of Nevada will receive approximately $3 million annually from this source.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Las Vegas	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental neighborhood improvements public facilities public services	Jurisdiction Paradise EMSA - HOPWA
Southern Nevada Regional Housing Authority	PHA	Homelessness Non-homeless special needs Planning Public Housing Rental neighborhood improvements public services	Region
NEVADA HOUSING DIVISION		Non-homeless special needs Ownership Planning Rental	State
Southern Nevada Homelessness Continuum of Care	Continuum of Care	Homelessness Non-Homeless special needs rental	Region

Table 56 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

Activities in the consolidated plan will be carried out by the City and many local non-profit organizations and service providers. These partners are chosen through an annual RFP process to conduct activities that meet goals identified in the plan. One gap identified is capacity building for our local non-profit partners. The City is developing programs and seminars, workshops and other ways to assist them with professional growth.

Strengths

Work together with SNRHA
Non-profit agencies provide direct services to low and very low income residents
Non-profit and for profit developers work to build affordable housing
Regional homeless initiative through the SNH CoC
City initiatives to focus efforts on serving needy populations

Gaps:
Lack of affordable housing developers
Difficulty in projects penciling to meet the largest need of less than 30%
Funding available to serve all needs
Unpredictable housing market
Lack of housing for people with disabilities

Non-profit organizations with the ability to develop housing for special needs groups are in short supply. Capacity building is a key requirement for these non-profit organizations to participate in housing development activities.

The population of severely mentally ill continues to increase leaving many severely mentally ill persons homeless and without support or treatment. The non-profit providers of mental health services have not been able to fill the gap in services due to the extent of the problem.

Non-profit organizations with the ability to develop housing for special needs groups are in short supply. Capacity building is a key requirement for these non-profit organizations to participate in housing development activities.

Non-profit organizations that provide support services to low-income households are being utilized at their maximum capacity. The difficulty in providing services is not the lack of agencies and organizations to implement service programs, but the lack of resources to provide services to all those in need. If supportive housing is to be provided to special needs groups then greater efforts have to be made to obtain necessary resources.

A lack of current information concerning the housing needs of special needs groups within the City necessitates a new special needs housing study to identify the needs of specific groups and devise strategies to meet those needs.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X	X	
Mortgage Assistance	X		
Rental Assistance	X	X	
Utilities Assistance	X	X	
Street Outreach Services			
Law Enforcement	X	X	N/A
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	

Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X		
Education	X		
Employment and Employment Training	X		
Healthcare	X	X	
HIV/AIDS	X	X	
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X	X	
Other			
Other			

Table 57 - Homeless Prevention Services Summary

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	x
Legal Assistance	X	X	x
Mortgage Assistance	X	X	x
Rental Assistance	X	X	x
Utilities Assistance	X	X	x
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	x
Child Care	X		
Education	X	X	x
Employment and Employment Training	X	X	
Healthcare	X	X	x
HIV/AIDS	X	X	x
Life Skills	X	X	
Mental Health Counseling	X	X	x
Transportation	X		x
Other			
Financial Literacy	X		

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

Source: Southern Nevada/Clark County Homeless Housing and Services: Gaps Analysis (July 2013)]

"Case management and advocacy services offered by providers include individualized goal setting and achievement planning (40 programs), benefits advocacy (31 programs), intensive / wraparound case management (36 programs), housing search assistance (40 programs), civil legal advocacy (18 programs), and help in obtaining ID cards and other documents (10 programs). Other case management and advocacy services include transportation assistance, financial literacy, education advocacy, entrepreneurship education, networking education, life skills classes, bus passes, food assistance, wellness checks (weekly or daily), referrals to Veterans Administration services, housing counseling, and safety planning for victims of domestic violence, sexual assault, and human trafficking.

Eighteen providers conduct mobile outreach to clients as a part of their outreach, engagement, and referral process. 100% of programs surveyed offer information and referral to community resources, including housing and services. Staff on outreach teams include intensive case managers, program managers, licensed clinical social workers, RN nurses, substance abuse counselors and coordinators, mental health counselors, outreach coordinators, AmeriCorps VISTA volunteers, trained outreach volunteers, entrepreneur re-educators, charity coordinators, Veteran volunteers, consumers, client advocates, bilingual caseworkers, and housing counselors.

O.U.T.R.E.A.C.H. (Organizations United To Reach, Educate, & Assist Chronic Homeless) includes the following participating agencies: HELP of Southern Nevada, Straight From The Street, Community Counseling Center, Clark County Social Services, Nevada Health Centers, Southern Nevada Adult Mental Health Bridge Team, METRO HELP Team, Regional Office of the Homeless Coordinator, Westcare of Nevada, and Mobile Crisis Intervention Teams (MCIT).

MCIT conducts interventions and abatements and Health and Safety checks from all jurisdictions, and offers supportive services and access to housing. Straight from the Streets Homeless Outreach provides intensive case management through a team of case managers, substance abuse counselors, licensed clinical social workers, and mental health counselors. Through the United States Veterans Initiative, U.S. VETS – Las Vegas has a team of staff and interns that conduct outreach for its Veterans in Progress Program.

Nevada Partnership for Homeless Youth (NPHY) conducts preventative and education outreach in schools and at community events, street outreach, and operates Safe Place, an outreach program and mobile crisis intervention program available to youth in crisis at virtually every street corner in Clark County. NPHY's outreach teams regularly include an Outreach Coordinator, AmeriCorps VISTA, and trained outreach volunteers. Eligible clients are then referred to their staff of four licensed social workers for assessment and intake."

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The Southern Nevada Continuum of Care is extensive and overall provides access to the gamut of services needed to help a person or family become self-sufficient. For example, a total of nine

programs offer day services and hospitality programs some of which offer storage facilities, laundry facilities, food, clothing, toiletries and voice mail services. Mental health services include crisis intervention, clinical therapy and outpatient treatment, medication management, care coordination, support groups, and co-occurring mental and substance abuse disorder services. Other services offered include sobriety support, crisis intervention, and respite care for families, change motivation, and wraparound services.

While many homeless service providers provide education, access, and referrals to appropriate health and behavioral health services as needed, fewer providers offer those services directly. Only 4 providers offer allied or supporting health services such as dentistry, optometry, and nutrition, and zero providers surveyed offer medical respite care. Accessing treatment services is extremely difficult, involving complicated applications and long wait times. Eligibility criteria for mental health services in particular often requires a referral from an emergency shelter, enrollment in the program, an assessment, a diagnosis, or the ability for self-care. In addition, service sites are limited so transportation is often a problem.

Providers conduct mobile outreach to clients as a part of their outreach, engagement, and referral process. They offer information and referral to community resources, including housing and services. Providers offer a number of skill building and education services. Other services provided include education and employment libraries, budgeting assistance through case management, entrepreneurship classes, personal responsibility classes, online vocational skills classes, and wraparound services. Providers also offer a range of employment and vocational services.

The following outlines the gaps in services and what is needed to improve access to the system and its services.

1. Establish centralized/coordinated intake and assessment
2. Provide low threshold access to the system
3. Expand case management capacity
4. Establish system-wide case management standards and tools and provide best practices training
5. Enhance staffing for the Committees on Homelessness
6. Enhance the effectiveness of the Committee on Homelessness membership
7. Initiate a regional campaign to build public awareness and support for efforts to address homelessness
8. Commit resources to provider training and capacity
9. Conduct a system-wide evaluation of emergency shelter, rapid re-housing, and transitional housing to inform resource allocation and policy and program development
10. Expand prevention and rapid re-housing services
11. Facilitate access to services through improved outreach and collaboration with other agencies, particularly mainstream agencies
12. Improve linkage of clients with additional support to foster ongoing stability
13. Expand Availability of Transportation Assistance
14. Health and Behavioral Health Services
15. Provide Dental and Vision Services for People with Low or No Income

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The Southern Nevada Continuum of Care along with all interested stakeholders underwent an intense community process of identifying and designing a Coordinated Entry Pilot for Southern Nevada. The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 mandates that each Continuum of Care has a Coordinated or Centralized Intake and Assessment process (known as Coordinated Entry) to ensure that people experiencing homelessness with the most severe service needs and levels of vulnerability are prioritized for housing and homeless assistance. On behalf of the Southern Nevada Continuum of Care (CoC) and its respective stakeholders, Clark County Social Service was requested to serve as the HUB sites for the Southern Nevada Continuum of Care (CoC) Coordinated Entry for homeless individuals.

The Southern Nevada Regional Planning Coalition is looking at addressing some of the gaps in services targeted to our homeless population by:

- Expanding case management capacity and quality
- Using peer mentoring to supplement case management support
- Providing more outreach and engagement and establishing system-wide standards
- Establishing a homeless court to focus on the legal needs of our homeless population

- Suggestions provided by the Regional Analysis of Impediments to address gaps in service delivery suggests we look at
- Expanding more affordable housing for families
- Providing a larger variety of housing choices
- Providing more options for public transportation
- Providing more mixed-use neighborhoods that are close to transportation and job opportunities.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Prevent and End Homeless	2015	2020	Homeless	Citywide Urban Core City Neighborhood Revitalization Strategy Areas	Homelessness	CDBG $1,586,971 ESG $1,648,836 HOME/LITTF and State HOME $6,952,285,	Homeless Efficiencies Rental assistance Intensive case management Homeless Person Overnight Shelter: Persons Assisted Homelessness Prevention: Persons Assisted HIV/AIDS Housing Operations: Household Housing Unit 2,975 PS 400 units ESG 150
2	Provide educational enrichment services and supportive programs	2015	2020	Non-Homeless Special Needs Non-Housing Community Development	Citywide Urban Core City Neighborhood Revitalization Strategy Areas	Educational Enrichment	CDBG $705,320	Programs that serve youth with an emphasis on education: 20% of Public Service funds 42,390

3	Provide Community and Supportive Services	2015	2020	Non-Homeless Special Needs Non-Housing Community Development	Citywide Urban Core City Neighborhood Revitalization Strategy Areas	Special Needs and Low/Mod Income Public Services	CDBG $3,526,602	Programs that serve: special needs, Seniors 7,005 PS
4	Provide Decent and Affordable Housing (Rental and Homeowner)	2015	2020	Affordable Housing Non-Homeless Special Needs	Citywide Urban Core City Neighborhood Revitalization Strategy Areas Paradise EMSA (essentially all of Clark County)	Affordable Housing	CDBG $2,175,000 HOME/LIHTF and State HOME $6,952,285	Homeless Efficiencies, Senior & family units & Special Needs Rental units constructed: 500 Household Housing Unit Homeowner Housing Rehabilitated: 200 Household Housing Unit Households Assisted 100
5	Provide Community Facilities and Infrastructure / Neighborhood Revitalization	2015	2019	Non-Homeless Special Needs Non-Housing Community Development	Citywide	Community Facilities, Infrastructure, Improvements	CDBG $5,025,277	ADA sidewalks, (4 projects) Homeless Youth Transitional Housing, 1 project disabled housing 1 project Early Childhood Centers, Community Center

6	HIV/AIDS Homeless Prevention (City of Las Vegas is the Lead Agency for HOPWA Funds)	2015	2020	Affordable Housing Non-Homeless Special Needs Homeless	Paradise EMSA (essentially all of Clark County)	Affordable Housing Supportive Services	HOPWA $4,582,956	STRMU, TBRA, Supportive Services, Permanent Housing Placement, Perm. Hsg, & Operations 3,810

Table 58 – Goals Summary

Goal Descriptions

1	Goal Name	**Prevent and End Homelessness**
	Goal Description	Along with working with the City's own homeless initiatives, the city of Las Vegas will continue to participate in the Southern Nevada Continuum of Care and prioritize goals and strategies identified by the SNH CoC. Activities include, but are not limited to, homeless prevention, shelter and transitional housing, wraparound services, and rapid rehousing.
2	Goal Name	**Provide educational enrichment services and supportive programs**
	Goal Description	The city of Las Vegas is dedicated to improving the educational experience of young people through partnerships with the Clark County School District, non-profit agencies and before and after school programs. The City Council has made education a priority through programs like Safekey, Downtown Achieves and the Las Vegas My Brother's Keeper Initiative. Key city priorities such as neighborhoods all hinge on whether children enter kindergarten ready to succeed, develop to their full capacity during the school years and graduate from high school prepared for postsecondary education and a career. The city of Las Vegas has committed to addressing the achievement gap of students in the urban core by developing impact zones to prove what's possible for students when funding, policy, community engagement, and school leadership align
3	Goal Name	**Provide Community and Supportive Services**
	Goal Description	The city of Las Vegas will provide needed community and supportive services for low/mod income people and people with special needs. These may include, but or not limited to, transportation assistance, counseling, health care, food, job readiness, shelter and housing.
4	Goal Name	**Provide Decent and Affordable Housing**
	Goal Description	The city of Las Vegas will address the affordability, availability and sustainability of both owner and renter housing. These may include, but or not limited to: • New construction of rental housing • Special Needs housing • Supportive housing • Rehabilitation of rental housing • Homeowner rehabilitation • Homeownership assistance • Acquisition, rehab, resale or rental • New Construction of owner housing • Tenant Based Rental Assistance
5	Goal Name	**Provide Community Facilities and Infrastructure / Neighborhood Revitalization**
	Goal Description	The city of Las Vegas will annually identify capital and infrastructure improvements to fund along with code enforcement.
6	Goal Name	**HIV/AIDS Homeless Prevention**
	Goal Description	The city of Las Vegas will work with the local Ryan White Board to identify needs and provide services to meet them. HOPWA provides Short Term Rental, Mortgage and Utility Assistance (STRMU), Tenant Based Rental Assistance (TBRA), supportive services, permanent housing placement, housing operations, and permanent affordable housing.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The city of Las Vegas has set goals to provide affordable housing for 500 units to serve extremely low-income households, low-income households, and moderate income households.

(The intended populations to be served are families, seniors, youth, disabled, special needs, and chronically homeless.)

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

All Public Housing properties have been certified to be in compliance with UFAS, Section 504 and ADA Title II. There are 168 wheelchair accessible units for seniors and families with physical disabilities or 5.8% of the Public Housing inventory and above the minimum requirement of 5%. Also, there are 61 units for individuals visually and/or hearing impaired or 2.1% of the Public Housing inventory and at the minimum requirement of 2%. The SNRHA has available hearing/visually impaired kits for installation as need it. A total of 613 applicants have indicated some type of mobility needs which is 6.9% of the 8,838 applicants in the wait list for Public Housing. These mobility needs will be addressed at the time of interview. The SNRHA also provides reasonable accommodations to address needs from our residents.
[Source: SNRHA]

Activities to Increase Resident Involvements

Public housing resident's involvement is critical to ensure that their needs are met. Successful resident involvement is based upon information and dialogue. Some of the activities to increase resident involvement are as follows:

- Active resident councils
- Meetings to seek resident input
- Engaging community partners to host onsite meetings/events
- Staff to have regular and ongoing contact with residents
- Engage residents in volunteering with community efforts
- Provide tangible and meaningful services
- Provide positive recognition of resident participation

[Source SNRHA]

Is the public housing agency designated as troubled under 24 CFR part 902?

The SNRHA is not designated as trouble under 24 CFR part 902. The SNRHA designated as a designation of High Performer under the Housing Choice Voucher Program and a Standard Performer under the Public Housing Program

[Source: SNRHA]

Plan to remove the 'troubled' designation

Not applicable.
[Source: SNRHA]

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

Barriers to affordable housing can include land use control, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affect the return on residential investment. Potential regularity barriers for Las Vegas, Nevada are identified in HUD's Regulatory Barriers Clearinghouse database. These are listed below:

Topics: Zoning, Land Development, Construction and Subdivision Regulations

1. Missed Opportunity: Transit and Jobs in Metropolitan America (10 cities and 25 states were also listed)

   Barrier: There is implicit recognition that low-density development can negatively impact access to public transportation, jobs, and housing affordability.

   Solution: The authors of this report recommend that municipalities integrate access to jobs in transit-related policy decisions.

2. Zoning Ordinance

   Barrier: Restrictive zoning ordinances sometimes contain no provisions for home occupations or accessory dwelling units.

   Solution: Las Vegas allows accessory dwelling units, home occupations, and the conversion of nonconforming uses within the City.

   The city of Las Vegas allows accessory dwelling units (19.12.070 Accessory Structure) and home occupations (19.16.180).

Topics: Sustainable Communities

1. Missed Opportunity: Transit and Jobs in Metropolitan America
   Barrier: The authors of this report recognize that there are growing challenges and concerns related to sustainable economic development, specifically access to employment opportunities.
   Solution: The authors analyze 100 of the nation's largest metropolitan areas for emerging trends based on transit, income, and employment data of these areas, discussing implications, as well as offering solutions, such as public transit projects.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The Office of Community Services is working with City Departments to address the barriers listed in the Regulatory Barriers Clearinghouse and the suggestions provided in the *Regional Analysis of Impediments to Fair Housing 2015 (RAI).* The City is expected to adopt the in 2015. The City plans to commission a study within the next five years.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

A homeless outreach team conducts mobile crisis intervention and outreach to homeless clients, including those with disabilities and those with limited English proficiency, who are living on the streets, in outlying uninhabited areas and in the tunnels. This team actively engages homeless individuals and families and assesses them for referral to an agency appropriate for their needs including; transportation, referral to other services and housing placement. Interventions are conducted when encampments arise and typically include collaboration among PD, Code Enforcement and homeless service providers, with providers prioritizing homeless encampment residents for placement in housing.

Addressing the emergency and transitional housing needs of homeless persons

The CoC is undergoing a current assessment of the eligibility barriers and gaps in availability or "stock" in emergency and transitional housing. During FY 2015 the CoC will undertake a systemic re-tool of the emergency and transitional housing response to homelessness to ensure more expedited placement into these crisis response beds, reducing the length of time persons experience unsheltered homeless episodes.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Program and Housing reports have been developed to track length of time homeless. Reports developed are very intuitive and easy to read, as well as allow agency-wide length of homelessness average, program-wide length of homelessness average, and client-level length of homelessness. We also provide a CoC-wide automated and distributed report listing all HMIS participating housing programs in the community, providing program-level statistics on average length of homelessness in that program. This report is distributed to all HMIS contributing agencies within the CoC for peer review. This report will be used going forward to identify length of time homeless, allowing the CoC EWG to address any programmatic concerns with agencies and the Coordinated Intake process to develop a corrective action plan to reduce the length of time people are homeless in Southern Nevada.

The CoC's HMIS system generates reports that track returns to homelessness and the last agency the client received services from. This report is currently being used to establish baseline data for the CoC as a whole and CoC funded programs specifically. As the reports are tracked for a period of time, the SNH CoC working subgroup and Performance Measurement Working Group (PMWG) will be able to establish a plan of action to reduce recidivism within the CoC. This recidivism report will be used going forward to identify those agencies that have a high rate of client recidivism, thus allowing the CoC EWG and PMWG to address any programmatic concerns with agencies individually and develop a corrective action plan to improve successful, long term exits from homeless programs.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

Chafee Independent Living Services is provided through the NV Division of Child and Family Services and State Funds to Assist Former Foster Youth (FAFFY) to assist foster youth in transitioning to self-sufficiency. Policies regarding resources and services are in place at the State and local levels. Young persons have the opportunity to remain under jurisdiction of the court up to age 21, making them eligible to receive financial support and FAFFY to assist them with their transition to self-sufficiency. 2011 NV legislation allows young adults three options when they are turning 18 years old regarding services and financial support. All former foster youth may receive FAFFY funds for move-in expenses and a stipend upon graduating high school.

Annual Transition Plans at age 15 begin for all youth who are in foster care regardless of their permanency goal i.e. adoption, guardianship, or reunification, in order to support early planning to achieve a high standard of wellbeing including having a permanent home. If youth end up "aging out of foster care" they are provided with a 90 day transition plan and have 2 options to continue to receive supportive services including a financial stipend in order to avoid homelessness.

Youth primarily choose to remain in their foster home, get their own apartment, or rent a room from a family member or a friend. If they choose to enter a program it would be Westcare Voyage, HELP of Southern Nevada Shannon West Homeless Youth Center, Nevada Partnership for Homeless Youth or St. Jude's Ranch for Children's New Crossings. The Southern Nevada Regional Housing Authority offers FUB vouchers for youth aging out of foster care to participate in family reunification.

Within the CoC there is an MOU between WestCare Nevada and the following hospitals: Boulder City, Centennial Hills, Desert Springs, Sunrise, Mountain View, Dignity Health Care, Spring Valley, Summerlin, Valley, North Vista and University Medical Center of SN as well as Southern Hills Medical Center, Clark County and the Cities of LV, NLV and Henderson to provide funds to WestCare for the operation of its Community Triage Center. This agreement allows for the provision of emergency room diversions for persons without a medical issue, but who are in need of substance abuse or mental health treatment. The CoC has representatives from the RIO, SNH CoC working subgroup and CoC Board that participate in the WestCare Oversight Committee, with the commitment to improve discharge planning for homeless persons to viable, stable and appropriate housing. Every attempt is made to assist homeless patients with family reunification. As a last resort, the patient is discharged into the homeless provider system.

The CoC works closely with Southern Nevada Adult Mental Health Services (SNAMHS), Mojave Mental Health and WestCare to ensure those exiting institutional mental health services have access to housing and ongoing treatment. SNAMHS utilizes a variety of group housing placements that are all SAPTA certified programs. Whenever feasible they work diligently to reconnect clients to family. Every effort is made to connect clients with friends or family members or discharge them into their own affordable, stable living situation. When these options are not viable, then sober living, group homes or transitional living facility arrangements are considered, such as; WestCare residential programs, the Las Vegas Rescue Mission, the Shade Tree, Catholic Charities, Hopelink, Family Promise and Freedom House. SNAMHS is required to verify through Joint Commission that the discharge is to a viable address.

The Nevada Department of Corrections (NDOC) discharge policy states that Correctional facilities will enter into contracts to provide the following services, to offenders or parolees participating in a program: transitional housing; treatment for substance abuse or mental health; life skills training; vocational rehabilitation and job skills training; and any other services required by offenders or parolees who are participating in a program. The NV Re-entry Task Force is tasked to support offenders returning to its communities by providing increased economic and housing stability. A Statewide Re-entry Coalition is responsible for developing strategies and direct resources toward prisoner reentry, in an effort to prevent discharges into homelessness; the CoC has representation on this coalition. Clark County Detention Center has a staff person dedicated to re-entry. They work closely with SNAMHS for those who are severely mentally ill.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

Actions to address Lead Based- Paint (LBP) related hazards and housing issues are often times based upon pre and post 1978 construction. Per law, all pre 1978 constructed housing must be tested for LBP. When programs are being considered for implementation and the rehabilitation of existing housing units are being considered, post 1978 construction is preferred so as not to have to address the possibility of costly LBP removal and remediation, thus lowering or eliminated the funds available for other needed work and projects.

The University of Nevada, Las Vegas (UNLV) operates a Healthy Homes Program of which LBP Hazards Control is a component. The city of Las Vegas, on an as needed basis, provides assistance in conjunction with UNLV, to identify, reduce and/or minimize exposure to LBP hazards, to citizens of the city of Las Vegas that live in areas of the City limits that have been identified to have housing stock containing elevated levels of LBP. This is an evolving process that changes according to data collection over time.

How are the actions listed above related to the extent of lead poisoning and hazards?

Both weatherization and home repair tend to provide services to older homes where chances that lead paint could be present are high. The above actions are intended to ensure that we adequately address any hazards associated with lead paint in those homes.

How are the actions listed above integrated into housing policies and procedures?

When any pre 1978 construction is being considered for housing programs, the structure(s) being considered are tested for LBP with a Thermo Scientific Niton XLp301A portable x-ray fluorescence (XRF) analyzer operated by a city of Las Vegas employee who is also a U.S. Environmental Protection Agency (EPA) Certified Lead -Based Paint Professional Risk Assessor. A report is generated and forwarded to management for a decision on whether to pursue any rehabilitation on a given property(s.) If and when property(s) with known LBP hazards are chosen for rehabilitation and the total project cost exceeds $25,000, a certified EPA Abatement Official (Official) will be contracted with, through a competitive bidding process, to perform the necessary remediation activities. An Abatement Supervisor (Official) must have attended a four (4) day class in order to receive the proper certification. Any abatement workers employed by the Official must have attended a two (2) day class in order to have received the proper certification. Once the remediation process has been completed by the Official, the city of Las Vegas EPA Certified Lead-Based Paint employee will conduct testing procedures on the property(s) to ensure all LBP hazards have been removed and meet EPA clearance regulations.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The city of Las Vegas and its partners coordinate a diverse range of programs and services funded through multiple sources to help no- and low-income families. The Office of Community Services Anti-Poverty strategy focuses on:

1. Assist families and individuals to access resources that may help move them to self-sufficiency;
2. Prevent poverty, through assistance to Las Vegas's children and through life-long education efforts; and
3. Alleviate poverty by improving family and individual economic opportunities that lead to sustaining a living wage.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The city of Las Vegas places a high emphasis on education and ending homelessness, particularly for those residents living in poverty. The City's initiatives focus on these issues plan to assist those who live in poverty. In addition the programs for the next five years will address a major issue identified through the affordable housing plan – the high percentage of low-income and severely cost-burdened households in the City.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Monitoring is the primary tool used by the city of Las Vegas to ensure that programs/projects, assisted with federal funds, are compliant with HUD regulations and city of Las Vegas agreements. The city of Las Vegas monitors Community Development Block Grant (CDBG); HOME Investment Partnership (HOME); Housing Opportunities for Persons with AIDS (HOPWA); Emergency Solutions Grant (ESG); Neighborhood Stabilization Program (NSP); and, Tenant Based Rental Assistance (TBRA) programs on a continual basis. Additionally, the city of Las Vegas ensures compliance with Environmental, Davis-Bacon/Prevailing Wages, and Section 3 requirements.

Regardless of the programs' complexity and regulatory compliance, monitoring allows the city of Las Vegas the opportunity to review performance; accountability; use of resources to determine efficiency and effectiveness; community responsiveness; assess adequacy of records; verify program participants' eligibility; address financial and/or programmatic concerns; and, validate benefits provided to low- and moderate-income persons.

The city of Las Vegas monitors in excess of 100 programs and projects annually. Compliance monitoring is conducted through desk reviews and on-site monitoring visits, depending on the complexity of the program/project and the organization's risk factors. Desk reviews consists of evaluating performance to ensure that benchmarks are being met, pay requests are accurate and supported by appropriate back-up documentation, and that eligibility requirements are met. On-site monitoring visits are more intense. In addition to the items analyzed during desk reviews, program files, fiscal systems, audits, financial records and other program specific documentation are also analyzed during on-site visits.

The five basic steps of the city of Las Vegas formal monitoring visit include:

1. **Notification:** City of Las Vegas staff prepares e-mails or letters confirming the date, time, and purpose of the monitoring site visit, and identifies the documentation that will be required during the visit.
2. **Entrance Conference:** City of Las Vegas staff meets with key agency representatives and explains the monitoring visit's purpose, scope and schedule, and address any preliminary concerns.
3. **Documentation and Data Gathering:** City of Las Vegas staff reviews client files, financial records, and agency procedures; collects data; and, document conversations which serve as the basis for conclusions drawn from the visit. This data is used to prepare the post-monitoring letter.
4. **Exit Conference:** City of Las Vegas staff meets with the key agency representatives at the conclusion of the visit to present preliminary results, provide an opportunity for the agency to discuss areas of concern, and report any corrective actions already initiated.
5. **Post-Monitoring Letter:** City of Las Vegas staff prepares and forwards a formal written summary of the results of the monitoring visit. This letter also identifies any concerns/finding and the required corrective action in addition to highlighting agency successes.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Prevent and Reduce Homeless	2015	2016	Homeless	Downtown, Corridor of Hope	Homelessness	CDBG $332,022 ESG $394,776	Homeless Efficiencies, rental assistance, intensive case management (30 ESG) (CDBG 595)
2	Affordable Housing	2015	2016	Affordable Housing Non-Homeless Special Needs	Citywide	Homelessness	HOME/LITTF and State HOME $3,400,000	Senior (60) & family units (168)
3	HIV/AIDS Homeless Prevention	2015	2016	Affordable Housing Non-Homeless Special Needs	Paradise EMSA (essentially all of Clark County)	Affordable Housing Supportive Services	HOPWA $1,111,366	STRMU, TBRA, Permanent Housing, Supportive Services Placement, Perm. Hsg, & Operations (762)
4	Provide Community Facilities and Infrastructure	2015	2016	Non-Homeless Special Needs Non-Housing Community Development	Citywide	Community Facilities, Infrastructure, Improvements	CDBG $950,000	ADA sidewalks, Homeless Youth Transitional Housing, disabled housing (120 units)
5	Provide Community and Supportive Services (includes Educational Enrichment)	2015	2016	Non-Homeless Special Needs Non-Housing Community Development	Citywide	Special Needs and Low/Mod Income Public Services	CDBG $373,298	Programs that serve: homeless, seniors, special needs and youth with an emphasis on early education (6,259)

Table 59 – Goals Summary

Goal Descriptions

1	**Goal Name**	**Prevent and End Homeless**
	Goal Description	The City will focus its FY 15/16 ESG and CDBG funding on preventing and reducing homelessness by working with many qualified agencies and will use funds to support programs that prevent homelessness, shelter existing homeless and rapidly rehouse homeless households. Supportive wraparound services will also be provided. RDA funds will be used for Tenant Based Rental Assistance for homeless families.
2	**Goal Name**	**Affordable Housing**
	Goal Description	The City will focus 15/16 funds on development and/or rehabilitation of existing rental housing to prevent homelessness. The City will also use CDBG funds for a critical home repair program through Rebuilding Together, Code Enforcement and affordable housing preservation and maintenance for seniors with James Seastrand Helping Hands.
3	**Goal Name**	**HIV/AIDS Homeless Prevention**
	Goal Description	The City will focus its FY 15/16 HOPWA funds on activities to prevent homelessness and provide supportive services and housing for people with HIV/AIDS.
4	**Goal Name**	**Provide Community Facilities and Infrastructure**
	Goal Description	The City will focus its FY 15/16 CDBG Capital funds on construction and development of a 120 bed homeless youth shelter and/or ADA sidewalk improvements.
5	**Goal Name**	**Provide Community and Supportive Services**
	Goal Description	Provide needed community and supportive services for low/mod income people and people with special needs and support educational collaborations and initiatives. These may include, but are not limited to, transportation assistance, counseling, health care, case management, literacy and early childhood development.

Projects

AP-35 Projects – 91.220(d)

Introduction

This annual action plan provides descriptions of how funds will be used to support the goals and priorities identified in previous sections of this Consolidated Plan. Projects and activities are carefully chosen, many through a competitive process, to ensure the maximum effectiveness in the use of these funds and in keeping with City Council priorities.

Projects

CPS No.	Organization / Project
1	City of Las Vegas Administration - CDBG
2	CLV Stupak Community Center Bond Payment
3	Preservation Code Enforcement Officer
4	Rebuilding Together with Christmas in April – Housing Rehabilitation
5	James Seastrand – Minor Home Repairs
6	Alzheimer's Disease & Related Disorders Assoc. Inc Desert Southwest Chapter
7	Andson Inc.
8	Big Brothers Big Sisters SNV
9	Blind Center of Nevada Inc.
10	Boys Town Nevada
11	Clark County Public Education Foundation Public Education Foundation
12	Family and Child Treatment of Southern Nevada, Inc.
13	Family Promise of Las Vegas
14	Foundation for Positively Kids, Inc.
15	Future Smiles
16	HELP of SNV
17	Helping Hands of Vegas Valley, Inc.
18	Huntridge Teen
19	Jewish Federation of Las Vegas
20	Nevada Health Centers, Inc.
21	Rebuilding Together SNV
	Southern Nevada Public Television
22	Spread the Word Nevada
23	Sunrise Children's Foundation
24	Three Square
25	United States Veterans Initiative
26	Variety Early Learning Center
27	Women's Development Center

28	CLV Administration – HOME
29	2014- CLV Administration - HOPWA - 15
30	2015 - AFAN – STRMU - 15
31	2015 - AFAN – Supportive Services - 15
32	2015 - AFAN – Housing Operations - 15
33	2015 - AFAN – TBRA - 15
34	2015 - AFAN - Perm Housing Placement -15
35	2015 - AFAN – Admin - 15
36	2015 - Community Counseling Center – HIV Supportive Services - 15
37	2015 - Community Counseling Center – HIV Support - Admin -15
37	2015 - Golden Rainbow – Living with AIDS - Supportive - 15
37	2015 - Golden Rainbow – Living with AIDS - Housing Operations - 15
37	2015 - Golden Rainbow – Living with AIDS - Permanent Housing Placement - 15
37	2015 - Golden Rainbow – Living with AIDS Program - Admin - 15
37	2014 - Nevada Community Associates, Inc. - STRMU - 15
38	2014 - Nevada Community Associates, Inc. - Admin - 15
39	2014 - WDC – Affordable Housing - Housing Operation - 14
39	2014 - WDC – Affordable Housing - Admin - 14
40	ESG15 - Admin
40	ESG15 - Rapid Rehousing
40	ESG15 - Homeless Prevention
40	ESG15 - HMIS
41	CLV Grantee Reporting
41	WDC Project Sponsor Reporting
42	Nevada Community Associates, Inc, Project Sponsor Reporting
42	Golden Rainbow Sponsor Reporting
43	Community Counseling Sponsor Reporting
43	AFAN Sponsor Reporting

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City has made education and homelessness their top priorities. By supporting programs and projects that assist youth in reading by third grade, early childhood development and tutoring, we hope to help our state move out of last place in so many categories and raise our graduation rate. In helping our homeless clients move from being in the streets to supportive housing we will be adding to our economy and assisting our very low income citizens in becoming self-sufficient.

AP-38 Project Summary
Project Summary Information

City of Las Vegas funded projects are primarily located in traditional low income census tracts and areas that document a higher percentage of low and moderate income people.

CDBG Construction funds will be used for ADA sidewalks/street improvements to enhance connectivity, and/or a 120 unit Homeless youth shelter which will double the capacity of the program at the new location.

CDBG Public Service funds will provide programs to approximately 595 homeless (chronic and not), 1,202 seniors, 199 clients with special needs and 8,478 youth. The programs range from transportation, emergency shelter, homeless prevention, case management, job training and other services to enhance the client's quality of life.

HOME projects will provide new construction of much needed affordable housing for 160 families and 60 seniors. These projects are supported with State HOME funds and Low Income Housing Trust Funds.

HOPWA funds are used County-wide as part of the Paradise EMSA. These funds will be used to help approximately 200 households with emergency rental and utility assistance, 35 households with affordable rental assistance, 38 households with permanent affordable housing, 100 one time first month's rent and security deposits, and 400 clients with supportive services and case management.

ESG funds will support efforts in the Corridor of HOPE and Downtown Las Vegas to provide a positive impact to those who are chronically homeless or homeless veterans with Rapid Rehousing rental and utility assistance for up to 9 months and Homeless Prevention assistance for up to 3 months. Both of which include wrap around services and intensive case management. Due to the higher cost of supportive housing with wrap around services, and not funding shelters with ESG, the client numbers are going to drop drastically in comparison with previous years.

In addition, Redevelopment Set Aside funds (RDA), which are also provided by the State of Nevada, will be used to supplement and enhance the City's ability to address the creation of 20 Wet Shelter Beds, Shelter Operations, and other housing activities.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City is not currently using formal HUD Geographic Priority Areas.

The funds will be distributed throughout the city of Las Vegas. Traditionally, the City focused its funds in the areas of Wards, 1, 3 & 5, as statistically, there were higher concentrations of CDBG eligible tracts. Many projects and agencies still offer programs in these areas, but with TBRA and the Section 8 Voucher program, many low income people have the opportunity to choose where the live and have moved throughout the valley.

Geographic Distribution

Target Area	Percentage of Funds

Table 60 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

N/A

Discussion

The City will continue to rely on low income census tracts and block groups in addition to other data supplied by HUD and City data to determine the areas of greatest need to concentrate services ~~in~~. Currently, funds are allocated citywide providing low income residents across the Las Vegas Valley the opportunity to apply for much needed services. The city has six Wards and targets Wards 1, 3 and 5 due to their concentration of low income residents.

The HOPWA program targets the Paradise EMSA as the city is the Entitlement agency for those funds which encompasses all of Clark County.

The City is in development stages for applying for Neighborhood Revitalization Strategy Areas (NRSA). We hope to have them on-line by year 3 of the Consolidated Plan. The City utilizes three geographic areas for its education initiatives in order to track the impact of the programs. It is hoped that these pilot areas will become examples of how to replicate their success across the valley.

Innovations in Education includes the following three geographic areas which are mapped in this document: Hollingsworth/Five Points, Historic Westside School Neighborhood, and Meadows Mall Area.

The City is currently concentrating its homeless programs and funding sources in the Downtown Area, which is bounded by: Charleston, Martin L. King, Maryland, and Owens with an emphasis on the Corridor of Hope and Fremont Street.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	136
Non-Homeless	298
Special-Needs	392
Total	818

Table 61 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	540
The Production of New Units	228
Rehab of Existing Units	50
Acquisition of Existing Units	
Total	818

Table 62 - One Year Goals for Affordable Housing by Support Type

Discussion

CDBG, HOPWA, ESG and HOME funds will be used to assist low and very low income households with rental assistance through HOPWA permanent housing, TBRA and STRMU programs and CDBG will assist with transitional housing. ESG funds will be used for Rapid Rehousing and Homeless Prevention rental assistance. CDBG will also provide seniors with home repairs.

AP-60 Public Housing – 91.220(h)

Introduction

The SNRHA's primary function is to inform seniors and families of the available community services and resources, and assist them with facilitating access to those services. The Department's mission is to provide services that will enable seniors to age in place and remain independent, and to promote self-sufficiency for families. These goals are continuously met by providing several onsite service providers, advocating for the residents, distributing resource information and making referrals as needed. SNRHA has a very vibrant Section 3 program. Section 3 helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. Through Section 3 employment, residents gain valuable job training and experience.

[Source: SNRHA]

Actions planned during the next year to address the needs to public housing

The Supportive Services Department's primary function is to inform seniors and families of the available community services and resources, and assist them with facilitating access to those services. The Department's mission is to provide services that will enable seniors to age in place and remain independent, and to promote self-sufficiency for families. These goals are continuously met by providing several onsite service providers, advocating for the residents, distributing resource information and making referrals as needed. SNRHA has a very vibrant Section 3 program. Section 3 helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. Through Section 3 employment, residents gain valuable job training and experience.

The Supportive Services Department has also received over $1.8 million dollars in Adult and Youth Workforce Investment Act (WIA) funding to not only work with its residents, but also all low income community members to help them become self-sufficient. This program funds vocational skills training, on-the-job training and supportive services necessary for individuals to obtain and maintain employment.

The SNRHA has formed a partnership with College of Southern Nevada to provide a program that will allow residents access to several high school, GED and college classes. Additional educational programs that are beneficial to our residents are provided by College of Southern Nevada, Clark County School District, Nevada Partners, Desert Rose Adult High School and University of Nevada Las Vegas.

The SNRHA receives an ongoing funding stream that assists working residents with their payment of security deposits. Additionally, the agency continues to utilize the free computers from the Broadband Technology Opportunities Program (BTOP) in collaboration with the Las Vegas-Clark County Urban League, to provide free public computer centers on-site at some of the housing developments; the labs are operated by residents.

The SNRHA has also received a Partnership Grant with Safe Nest that provides an on-site domestic violence advocacy to assist residents with domestic violence intervention and prevention.

The Sherman Gardens and Marble Manor communities have the Safe Village Initiative project. This initiative represents a coalition of community partners that work closely to provide a comprehensive array of resources, as well as to reduce crime, enhance safety, and improve the quality of life in the community. The partners for this initiative include the Southern Nevada Regional Housing Authority, local criminal justice agencies, social service organizations, clergy, schools and residents. The intent of the Safe Village Initiative is to improve the outcomes for our communities by working collaboratively, using a broad community approach, to address the issues that challenge our community at large. Through the Safe Village Initiative, an environment is being created and fostered whereby every person is positively supported by their community, family, and peers; they are all part of the solution. A unique forum has developed which allows residents to have real access to the resources needed to be safe, healthy, productive and contributing members of the community.

The Casa Grande Transitional Center, of the Nevada Department of Corrections, is a strong partner of the SNRHA. Casa Grande is a dormitory-style facility built to house non-violent, non-sex crime inmates who are within 18 months away from their parole eligibility date. The main purpose of Casa Grande is to allow these residents the opportunity to seek work and secure permanent housing prior to reintegrating into society. Since its inception, Casa Grande has expanded its programs to include parolees, probation violators, and ex-offenders.

Each year, the SNRHA hosts a major Father's Day event the weekend before Father's Day. The event is held to celebrate fatherhood and recognize Dads in the community who are doing a great job with their children, and to reconnect Dads and families. This free event is open to the public and designed to reach all Housing Authority families, including non-residents of SNRHA that have children that reside with the Housing Authority. There are free games, raffle prizes, jump houses for kids, face painting, haircuts, and a cookout. Community partners are on-hand to provide information on employment programs, family court mediation and child support, mental health and substance abuse resources, health and wellness services, vocational training, teen and children's programs, and more.

The Supportive Services Department also has a Program Specialist who meets regularly with SNRHA's Resident Councils Organizations to provide leadership, training and financial guidance to help them succeed in completing their objectives. It is the goal of SNRHA to increase the number of Resident Council Organizations at public housing developments located throughout the Southern Nevada region of Clark County.

[Source: SNRHA]

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The SNRHA has 17 resident councils in formation or operation and has a staff member designated to assist in organizing the remaining SNRHA public housing development's resident councils. Additionally, SNRHA has a Resident Advisory Board, usually consisting of eleven (11) members from Public Housing and the Housing Choice Voucher Program.

Family Self-Sufficiency (FSS) coordinators provide case management to participants of the Housing Choice Voucher Program and Public Housing Program. Coordinators work closely with various community partners and service providers to secure services to help FSS participants reach

economic independence. Post-secondary education, vocational training, credit repair, budgeting preparation and homeownership opportunities are explored with each participant. The SNRHA works with the State Welfare Division and the Clark County Department of Social Services to help residents make the "Welfare to Work" transition and to further their self-sufficiency concepts. SNRHA has designated 96 of its existing scattered site public housing units for the Public Housing Homeownership Program. The remaining 291 scattered sites will be utilized for applicants in our Public Housing Program

[Source: SNRHA]

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The SNRHA is designated as a High Performer under the Housing Choice Voucher Program and a Standard Performer under the Public Housing Program therefore; no financial or other assistance is required.
[Source: SNRHA]

Discussion

Not Applicable
[Source: SNRHA]

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

This section will outline the FY 15/16 activities for homeless and other special needs in the city.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

The City anticipates providing services for approximately 595 homeless or at risk of homeless with many types of assistance including TBRA, Rapid Rehousing, emergency shelter and other services to assist them with self-sufficiency. [In order to further the use of federal funds, RDA funds will be used on several projects/programs that CDBG PS, ESG and HOME traditionally funded.]

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The SNH COC has a contract with a consortium of providers that conduct mobile crisis intervention and outreach to homeless clients, including those with disabilities and those with limited English proficiency, who are living on the streets, in outlying uninhabited areas and in the tunnels. This team (inclusive of Spanish speakers, mental health and substance abuse practitioners and social workers) actively engages homeless individuals and families and assesses them for referral to an agency appropriate for their needs including; transportation, referral to other services and housing placement. Interventions are conducted when encampments arise and typically include collaboration among PD, Code Enforcement and homeless service providers, with providers prioritizing homeless encampment residents for placement in housing. The City also works with other non-profits with outreach teams.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City funds the main shelters located in the Corridor of Hope. It also works closely with the Continuum of Care and other local entitlements to address this cross cutting issue that affects our valley. It is the City's intention to develop and construct new permanent supportive housing units during this Consolidated Plan. The ESG funds which traditionally were used to support shelter operations are now focused on Rapid Rehousing and Homeless Prevention rental assistance.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Program and Housing reports have been developed to track length of time homeless. Reports developed are very intuitive and easy to read, as well as allow agency-wide length of homelessness average, program-wide length of homelessness average, and client-level length of homelessness. We also provide a CoC-wide automated and distributed report listing all HMIS participating housing programs in the community, providing program-level statistics on average length of homelessness in that program. This report is distributed to all HMIS contributing agencies within the CoC for peer review. This report will be used going forward to identify length of time homeless, allowing the CoC EWG to address any programmatic concerns with agencies and the Coordinated Intake process to develop a corrective action plan to reduce the length of time people are homeless in Southern Nevada.

The CoC's HMIS system generates reports that track returns to homelessness and the last agency the client received services from. This report is currently being used to establish baseline data for the CoC as a whole and CoC funded programs specifically. As the reports are tracked for a period of time, the SNH CoC working subgroup and Performance Measurement Working Group (PMWG) will be able to establish a plan of action to reduce recidivism within the CoC. This recidivism report will be used going forward to identify those agencies that have a high rate of client recidivism, thus allowing the CoC EWG and PMWG to address any programmatic concerns with agencies individually and develop a corrective action plan to improve successful, long term exits from homeless programs.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Chafee Independent Living Services is provided through the NV Division of Child and Family Services and State Funds to Assist Former Foster Youth (FAFFY) to assist foster youth in transitioning to self-sufficiency. Policies regarding resources and services are in place at the State and local levels. Young persons have the opportunity to remain under jurisdiction of the court up to age 21, making them eligible to receive financial support and FAFFY to assist them with their transition to self-sufficiency. 2011 NV legislation allows young adults three options when they are turning 18 years old regarding services and financial support. All former foster youth may receive FAFFY funds for move-in expenses and a stipend upon graduating high school.

Annual Transition Plans at age 15 begin for all youth who are in foster care regardless of their permanency goal i.e. adoption, guardianship, or reunification, in order to support early planning to achieve a high standard of wellbeing including having a permanent home. If youth end up "aging out of foster care" they are provided with a 90 day transition plan and have 2 options to continue to receive supportive services including a financial stipend in order to avoid homelessness.

Youth primarily choose to remain in their foster home, get their own apartment, or rent a room from a family member or a friend. If they choose to enter a program it would be Westcare Voyage, HELP of Southern Nevada Shannon West Homeless Youth Center, Nevada Partnership for Homeless Youth or St. Jude's Ranch for Children's New Crossings. The Southern Nevada Regional Housing Authority offers FUB vouchers for youth aging out of foster care to participate in family reunification.

Within the CoC there is an MOU between WestCare Nevada and the following hospitals: Boulder City, Centennial Hills, Desert Springs, Sunrise, Mountain View, Dignity Health Care, Spring Valley, Summerlin, Valley, North Vista and University Medical Center of SN as well as Southern Hills Medical Center, Clark County and the Cities of LV, NLV and Henderson to provide funds to WestCare for the operation of its Community Triage Center. This agreement allows for the provision of emergency room diversions for persons without a medical issue, but who are in need of substance abuse or mental health treatment. The CoC has representatives from the RIO, SNH CoC working subgroup and CoC Board that participate in the WestCare Oversight Committee, with the commitment to improve discharge planning for homeless persons to viable, stable and appropriate housing. Every attempt is made to assist homeless patients with family reunification. As a last resort, the patient is discharged into the homeless provider system.

The CoC works closely with Southern Nevada Adult Mental Health Services (SNAMHS), Mojave Mental Health and WestCare to ensure those exiting institutional mental health services have access to housing and ongoing treatment. SNAMHS utilizes a variety of group housing placements that are all SAPTA certified programs. Whenever feasible they work diligently to reconnect clients to family. Every effort is made to connect clients with friends or family members or discharge them into their own affordable, stable living situation. When these options are not viable, then sober living, group homes or transitional living facility arrangements are considered, such as; WestCare residential programs, the Las Vegas Rescue Mission, the Shade Tree, Catholic Charities, Hopelink, Family Promise and Freedom House. SNAMHS is required to verify through Joint Commission that the discharge is to a viable address.

The Nevada Department of Corrections (NDOC) discharge policy states that Correctional facilities will enter into contracts to provide the following services, to offenders or parolees participating in a program: transitional housing; treatment for substance abuse or mental health; life skills training; vocational rehabilitation and job skills training; and any other services required by offenders or parolees who are participating in a program. The NV Re-entry Task Force is tasked to support offenders returning to its communities by providing increased economic and housing stability. A Statewide Re-entry Coalition is responsible for developing strategies and direct resources toward prisoner reentry, in an effort to prevent discharges into homelessness; the CoC has representation on this coalition. Clark County Detention Center has a staff person dedicated to re-entry. They work closely with SNAMHS for those who are severely mentally ill.

Discussion

See discussion above.

AP-70 HOPWA Goals - 91.220 (l)(3)

Short-term rent, mortgage, and utility assistance payments	200
Tenant-based rental assistance	53
Units provided in permanent housing facilities developed, leased, or operated with HOPWA funds	38
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds	0
Total	291

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The city of Las Vegas's housing programs seek to increase affordable housing opportunities for low-income households. This is done in part by providing gap financing to create affordable rental housing and decreasing energy costs for low-income households through weatherization and energy conservation improvements. Additionally, the City provides funds for TBRA programs to assist households with rent. The HOPWA program provides TBRA and other rental and utility assistance for people with HIV/AIDS.

Describe planned actions to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing, such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affect the return on residential investment.

The Regional Analysis of Impediments (RAI) determined that there are few affordable housing options for residents who do not qualify for public assistance but still fall into protective groups. Two suggestions that the RAI made are:

- The jurisdictions need to research increasing affordable housing options across Southern Nevada and take the necessary steps to amend their zoning codes and comprehensive plans to support these changes
- Support the Southern Nevada Strong regional plan goal to encourage an adequate supply of housing with the range of price, income, density, ownership and building type.

The Office of Community Services is also working with City Departments to address the barriers listed in the Regulatory Barriers Clearinghouse and the suggestions provided in the *Regional Analysis of Impediments to Fair Housing 2015 (RAI).*

Discussion:

The City is a key stakeholder of the Ten-Year Regional Plan, Help Hope Home, to End Homelessness in Clark County, which documents the commitment to ending homelessness in Clark County by 2020 and outlines strategies that support that goal. The Ten-Year Plan considers a variety of strategies targeted to access and retention of housing for homeless individuals and families; increasing use of existing private and nonprofit units as well as new construction for permanent supportive housing; and emphasizes preventing discharge into homelessness as people move from hospitalization or incarceration.

AP-85 Other Actions – 91.220(k)

Introduction:

This section outlines the City's planned actions to foster and maintain affordable housing; evaluate and reduce lead-based paint hazards; reduce the number of poverty-level families; develop institutional structure; and enhance coordination.

Actions planned to address obstacles to meeting underserved needs

Southern Nevada will continue its regional approach to end homelessness through "Help Hope Home". The SNRPC Committee on Homelessness (CoH) is leading the charge to move the Homeless to Homes, through the Regional Initiatives Office. The city of Las Vegas also has its own Homelessness Advisory Committee.

Project Homeless Connect is an annual event that connects homeless individuals with the services they need in a one stop setting. Those in need come to find housing, legal aid, medical and dental care, obtain IDs and birth certificates, obtain employment, and access a variety of other services they need to get off the streets. The Nevada Homeless Alliance hosts Project Homeless Connect annually with nearly 500 volunteers serving over 3,000 homeless people in just one day.

Actions planned to foster and maintain affordable housing

Within the City, public sector and non-profit groups work to increase the supply of affordable rental and owner occupied housing. In FY 2015, the City will fund 2 new construction developments serving senior and family households by leveraging Low Income Housing Tax Credits and other federal, state, local and private funding sources. The City also allocated funding to HELP of Southern Nevada to construct a new facility for their Shannon West Youth Center. Low-income homeowners will be provided assistance through Rebuilding Together and James Seastrand for minor home repairs.

Actions planned to reduce lead-based paint hazards

Actions to address Lead Based- Paint (LBP) related hazards and housing issues are often times based upon pre and post 1978 construction. Per law, all pre 1978 constructed housing must be tested for LBP. When programs are being considered for implementation and the rehabilitation of existing housing units are being considered, post 1978 construction is preferred so as not to have to address the possibility of costly LBP removal and remediation. Post 1978 construction provides a larger pool of housing stock to choose from without potential LBP hazards, thus increasing access to housing without LBP hazards and reducing exposure to LBP hazards.

When any pre 1978 construction is being considered for housing programs, the structure(s) being considered are tested for LBP with a Thermo Scientific Niton XLp301A portable x-ray fluorescence (XRF) analyzer operated by a city of Las Vegas employee who is also a U.S. Environmental Protection Agency (EPA) Certified Lead -Based Paint Professional Risk Assessor. A report is generated and forwarded to management for a decision on whether to pursue any rehabilitation on a given property(s.) If and when property(s) with known LBP hazards are chosen for rehabilitation and the total project cost exceeds $25,000, a certified EPA Abatement Official (Official) will be contracted with, through a competitive bidding process, to perform the necessary remediation activities. An Abatement Supervisor (Official) must have attended a four (4) day class in order to receive the proper certification. Any abatement workers employed by the Official must have attended a two (2) day class in order to have received the proper certification. Once the remediation process has been completed by the Official, the city of Las Vegas EPA Certified Lead-Based Paint employee will conduct testing procedures on the property(s) to ensure all LBP hazards have been removed and meet EPA clearance regulations.

The University of Nevada, Las Vegas (UNLV) operates a Healthy Homes Program of which LBP Hazards Control is a component. The city of Las Vegas, on an as needed basis, provides assistance in conjunction with UNLV, to identify, reduce and/or minimize exposure to LBP hazards, to citizens of the city of Las Vegas that live in areas of the city limits that have been identified to have housing stock containing elevated levels of LBP. This is an evolving process that changes according to data collection over time.

Actions planned to reduce the number of poverty-level families

The City supports other governmental, private, and non-profit agencies involved in providing services to low- and moderate-income residents and coordinates efforts with these groups where possible to allow for more efficient delivery of services.

During FY 2015-2016, the City will continue to implement its strategy to help impoverished families achieve economic independence and self-sufficiency. The City's anti-poverty strategy utilizes existing local job training and social service programs to increase employment marketability, household income, and housing options. The City will allocate up to 15 percent of CDBG funds to public service agencies that offer supportive services in the fight against poverty.

Actions planned to develop institutional structure

The City of Las Vegas works with a wide range of public and community social service agencies to meet and address the various needs of the community. In FY 2015-2016, City staff will continue to collaborate internally, as well as with local non-profit advocacy groups and other County, State, and Federal organizations.

Specifically, the City will use CDBG funds to provide grants to agencies which serve low- and moderate-income residents with various different needs in the community.

Las Vegas, Clark County and the cities of Henderson, North Las Vegas, Boulder City and Mesquite continue to meet on a bi-monthly basis to discuss issues relating to HOME, CDBG, NSP and ESG. The meetings now include the SNRHA, HUD and State of Nevada Housing Division staff. The discussions range from questions relating to joint projects, to coordination of grant application cycles. Their participation in the Consortium meetings allows for an assessment of the regional impact of housing and community development policies.

The City also participates in the Southern Nevada Regional Planning Coalition (SNRPC) which brings together all public jurisdictions to coordinate regional planning in a seamless fashion while respecting each member's autonomy. This requires promoting intergovernmental cooperation and trust built on careful planning and accountability, thus enhancing the quality of life in Southern Nevada.

Actions planned to enhance coordination between public and private housing and social service agencies

The City is a member of the SNRPC Committee on Homelessness (CoH), whose primary responsibility is to manage the overall planning effort for the entire CoC on homeless issues It includes representatives from both public and private agencies, ensuring compliance with the regional 10-year strategic plan. ESG program information is regularly discussed as a standing item on that agenda which has representatives of many major stakeholder groups including the school district, police department, community stakeholders, businesses, and service providers.

The City works with the Southern Nevada Regional Housing Authority (SNRHA) throughout the year, acting on new issues as they arise and working to support activities and housing opportunities for public housing residents and Section 8 residents.

Coordination with non-profit service providers and among governments takes place consistently through other meetings held in the community including the Emergency Food and Shelter Program (EFSP) Local Board and the State of Nevada Housing Advisory Committee. The HCP Consortium will continue to be active members of these committees and others.

Discussion:
In addition to the actions outlined above, there are regional initiatives underway in which the HCP Consortium participates. On November 27th, 2011, the U.S. Department of Housing and Urban Development (HUD) announced the award of $3.5 million in funding which provides the resources to conduct in-depth research and community engagement efforts to look at issues facing our community and propose collaborative solutions. The Sustainable Community Grant Award has developed into Southern Nevada Strong, http://www.southernnevadastrong.org/, which places a new emphasis on integrated planning, where housing, land-use, economic and workforce development, transportation, and infrastructure are linked to create more sustainable and economically vibrant community. Clark County and North Las Vegas will continue to participate with Southern Nevada Strong as the project transitions from the City of Henderson to the Regional Transportation Commission.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	1

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:
   The city of Las Vegas does not use any form of investment of HOME funds beyond those identified in Section 92.205

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:
   The Recapture provision will be used when HOME funds are invested as a direct subsidy to the homebuyer; this includes down payment and closing cost assistance and when HOME funds are used to lower the purchase price from fair market value to an affordable price.

   The Resale provision will be used when HOME funds are invested as a development subsidy to purchase land and/or to construct affordable housing units.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:
   Under the Recapture provisions, the Affordability Period will be based on the total direct Home subsidy provided to the homebuyer that enabled the homebuyer to purchase the unit and does not

take into account any development subsidy. Any transfer of title, either voluntary or involuntary during the period of affordability, will trigger the recapture of a portion of the HOME assistance to the homebuyer from the available net proceeds.

Under the Resale provision, the Affordability Period is based on the total amount of HOME funds invested in the housing. If the housing is transferred, voluntarily or otherwise, during the period of affordability, it must be made available for subsequent purchase only to a buyer whose household income is between 60-80% AMI, and will use the property as its principal residence.

Affordability restrictions are enforced by the execution of written agreements and promissory notes and the recording of deeds of trust.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:
   The city of Las Vegas has no plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds.

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)
   (See attached)
2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

Southern Nevada Coordinated Intake, Assessment, and Referral System

Coordinated Intake for homeless individuals represents a single point of entry or "hub" for assessment of client services. Clark County Social Service (CCSS) serves as the coordinated intake hub in Southern Nevada for single adults without children. Individuals will be evaluated comprehensively for services available through CCSS, the Continuum of Care and in the community. The Veterans Administration Community Resource & Referral Center (CRRC) serves as the centralized intake hub for all veterans who are homeless or at risk for homelessness. Hubs for other subpopulations, such as families and unaccompanied youth, will be added at a later date with locations to be determined. Housing providers however, can continue to assist families as normal until Coordinated Intake sites or hubs for the above sub-populations have been established.

The following are the benefits of the coordinated intake system:

- Clients are assessed to determine the best intervention which meets their needs. This enables workers to make decisions on programs that are most appropriate for clients.
- Hub personnel have an understanding of each community program's specific requirements, target population and available services.
- Clients are interviewed and assessed for multiple programs and are matched to the appropriate housing as it becomes available in the community.
- Community providers are able to focus their time and resources on service provision.
- It improves data collection and provides accurate information on prevention, client needs, gaps in service; and it improves the coordination of shelter and housing services.

There are currently two hubs in Southern Nevada for single adults: Clark County Social Service (CCSS) 5 office locations and the Veterans Administration Community Resource & Referral Center (CRRC). Homeless individuals referred to or self-referred to a CCSS hub will receive a return date to complete their assessment. This assessment determines what type of housing is most appropriate for the client. Individuals who have received a community housing assessment and are deemed to be appropriate for a housing referral may not receive housing immediately or from the provider who referred them. Housing is based on availability and client choice.

Individuals who have been seen in one of the five (5) CCSS locations in the last twelve (12) months may call to schedule a return date. Individuals who have not been seen in one of the five (5) CCSS locations in the last twelve (12) months will need to come into one of the CCSS office locations to complete an application and obtain a return date for their community housing assessment (see section "Office Locations and Hours of Operation").

Veterans should contact the CRRC which serves as the centralized intake hub for all veterans who are homeless or at risk for homelessness. The CRRC is a walk-in center only and each veteran participates in a standardized assessment and is screened for every program. The CRRC partners with community agencies to further assist independently functioning veterans. Emergency housing placements can be arranged from 7:30 a.m. - 2:30 p.m. on a daily basis.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The city of Las Vegas (CLV) utilizes a Notice for Applications (NFA) process to aid in identifying the best organizations and projects to provide ESG services. CLV utilizes Zoomgrants, which is an online application process. Two mandatory ESG application workshops were held to provide technical assistance for those interested in applying for ESG funds.

CLV uses a Community Development Recommending Board (CDRB), which is a 13 member citizen's advisory group, appointed by the City Council. CDRB members represent the concerns and opinions of the community in advising the city of Las Vegas on the allocation of ESG and other federal funds. Through a series of open public meetings, and with the assistance of the OCS Department staff, the CDRB reviews past projects, examines changes in community needs and explores trends and subsequently evaluates and recommends projects to the City Council that most effectively and efficiently meet community needs. The CDRB uses a review process that includes a careful evaluation of each eligible applicant proposal within the context of program design and against program criteria and current objectives, both nationally and those outlined in the CLV CP. CDRB project recommendations are presented to the Las Vegas City Council, a Public hearing is held before the Las Vegas City Council and then there is a final selection of projects for application submission to HUD.

Planning activities follow the same steps each year although the timing may vary. These steps are:
Step 1 - Identification of community development issues, needs, and concerns through community meetings and citizen input;
Step 2 - Formulation of community development goals and preliminary strategies. (staff and citizens);
Step 3 - Dissemination of Grant Funds information to agencies and individuals;
Step 4 - Submission of project applications; and
Step 5 - Project selection:

a. Review of project applications by review committee and the CDRB

b. Present recommendations of CDRB to the Las Vegas City Council,
c. Public hearing before the Las Vegas City Council and final selection of projects for application submission to HUD.

The overall NFA Proposed Schedule (Subject to Change) is:

ACTIVITY	DATE/TIME
Applications Release Date	January 13, 2015 8:00 a.m.
Application Workshop First Time Applicants	January 20, 2015 10:30 a.m. – 12 p.m.
Application Workshop ESG Mandatory	January 20, 2015 1:30 p.m. – 3 p.m.
Application Workshop CDBG PS Returning Applicants	January 21, 2015 8 a.m. – 10 a.m.
Application Workshop First Time Applicants	January 21, 2015 10 a.m. – 12 p.m.
Application Workshop CDBG PS Returning Applicants	January 22, 2015 8 a.m. – 10 a.m.
Application Workshop ESG Mandatory	January 22, 2015 2 p.m. – 4 p.m.
Applications Due Date	February 6, 2015 Noon
Minimum Requirements Review	February 2015
CDBG, ESG & HOPWA Presentations to CDRB	February/March 2015
CDBG, ESG & HOPWA Recommendations CDRB	March 2015
City Council Approval of CDRB Recommendations (Public Hearing)	May 2015
CLV Agreement Process Begins after City Council Approval	
Fiscal Year begins	July 1, 2015
Fiscal Year ends	June 30, 2016

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

   CLV is part of the SNH CoC, which works together with all of the regional ESG recipients. The SNH CoC has formerly homeless participants participate on several subcommittees that assist in all aspects of the process. CLV also randomly surveys street homeless through outreach and through the provision of services to gain input on service ideas and strategies as well as feedback on existing programs and services.

5. Describe performance standards for evaluating ESG.

   CLV supports the national and regional objectives in addition to some local objectives based on documented need and citizen input:

   Objective 1: Increase progress towards ending chronic homelessness
   Objective 2: Increase housing stability
   Objective 3: Increase project participants income
   Objective 4: Increase the number of participants obtaining mainstream benefits
   Objective 5: Using rapid re-housing as a method to reduce family homelessness

   Successful implementation of the ESG Program will decrease the number of persons who may enter homelessness by providing homeless prevention services; increase the number of homeless households who obtain permanent housing by providing rapid rehousing services; and decrease the number of street homeless by increasing the number of homeless that accesses emergency shelter or any housing programs.

The goals for all City funded programs are the following:

- 90% of at-risk households are prevented from entering the cycle of homelessness
- 75% of street homeless (homeless by HUD definition 1 year or longer in Southern Nevada) who received shelter and/or housing services obtain housing
- 70% of homeless households are stably housed (can maintain without additional housing assistance) within 12 months
- 85% of all households retain housing at least six months after receiving assistance
- 25% annual reduction in total number of existing street homeless (homeless by HUD definition 1 year or longer in Southern Nevada) in targeted areas within the city of Las Vegas (Downtown, Symphony Park, Hope Corridor, parks, etc...)

Records and reports must contain but are not limited to the following data:

— The # and names of homeless pre-screened for the Program grant
— The # and names of homeless enrolled in the Program grant and a description of area they came from i.e. under a bridge at "A" street/Owens or Downtown Las Vegas.
— The # and names of clients that received treatment services (mental health or substance abuse)
— The # and names of clients connected to mainstream cash benefits
— The # and names of clients connected to mainstream non-cash benefits
— The # and names of clients that complete a workforce development activity (school, training, OJT, vocational rehabilitation, etc.)
— The # and names of non-income clients with income at program exit
— The # and names of clients that exit to other permanent supportive housing programs
— The # and names of clients that are stably housed at exit
— The # and names of independent clients that remain housed 6 months after program exit
— Any success stories or progress that demonstrates the success of this program

All information must be entered as real-time data and all reports must be able to be pulled from the Southern Nevada Homeless Management Information System. CLV evaluates ESG performance in several different ways. The SNH CoC has established regional performance standards which are captured and reported in HMIS. These reports are regularly generated and reviewed by staff. The City also added specific performance requirements unique to homeless goals and objectives. Sub grantees are required to submit regular reports which are reviewed by staff. All of the above reports and methods are used to ensure ESG compliance with regulations and local written standards and that program goals are being met effectively and efficiently.

Discussion:
See above

Appendix - Alternate/Local Data Sources

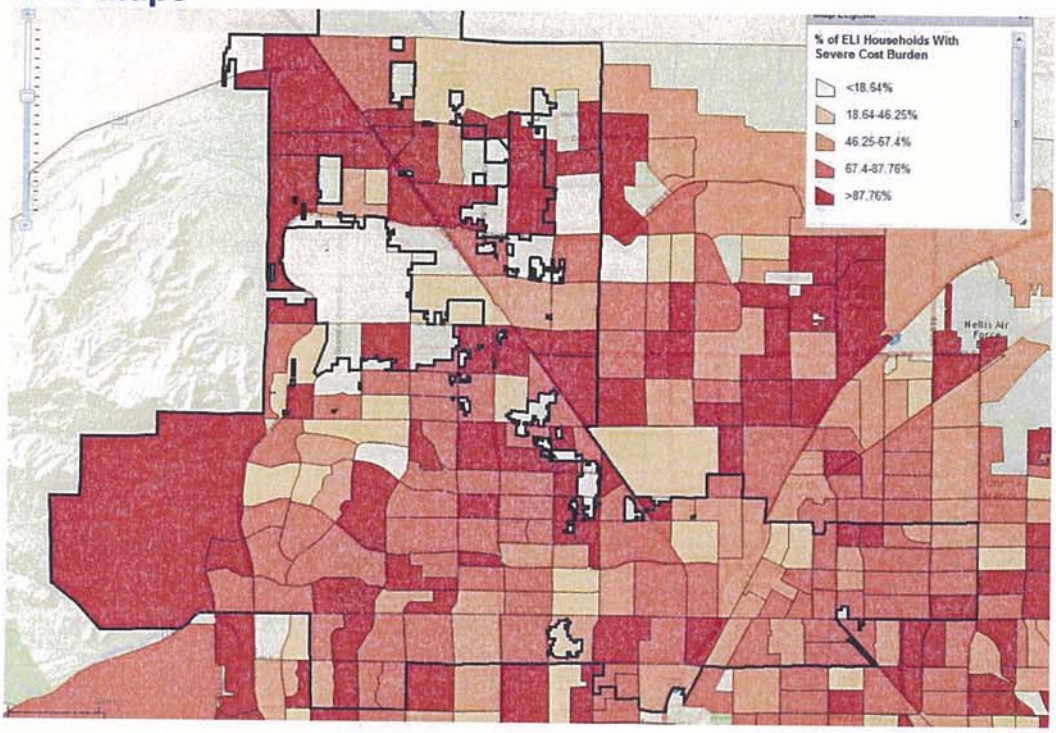
Add HUD SF424 & Other HUD required documents/certifications

Add RAI Attachment with updated Planning Table

Add Draft Attachment of ESG Written Standards

Add Draft Citizen Participation Plan

CPD Maps


% of ELI Households With Severe Cost Burden
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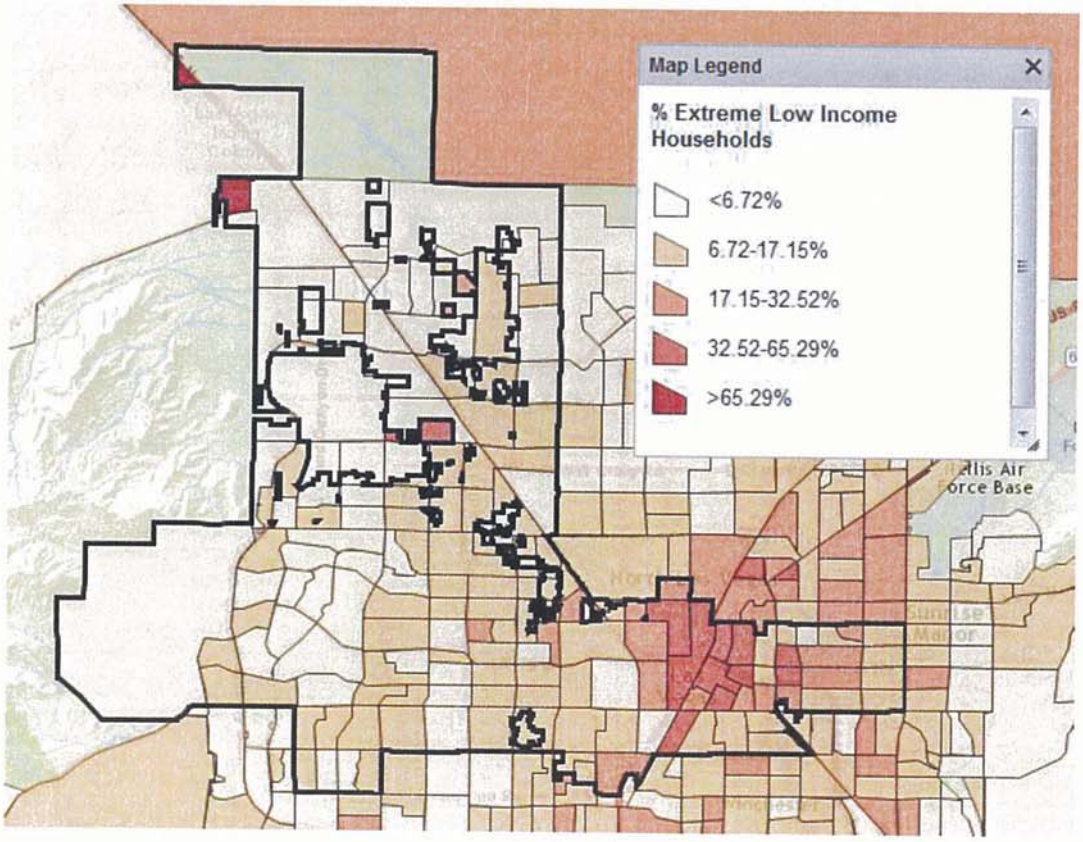
18.64-46.25%
46.25-67.4%
67.4-87.76%
>87.76%


Map Legend
% Extreme Low Income Households
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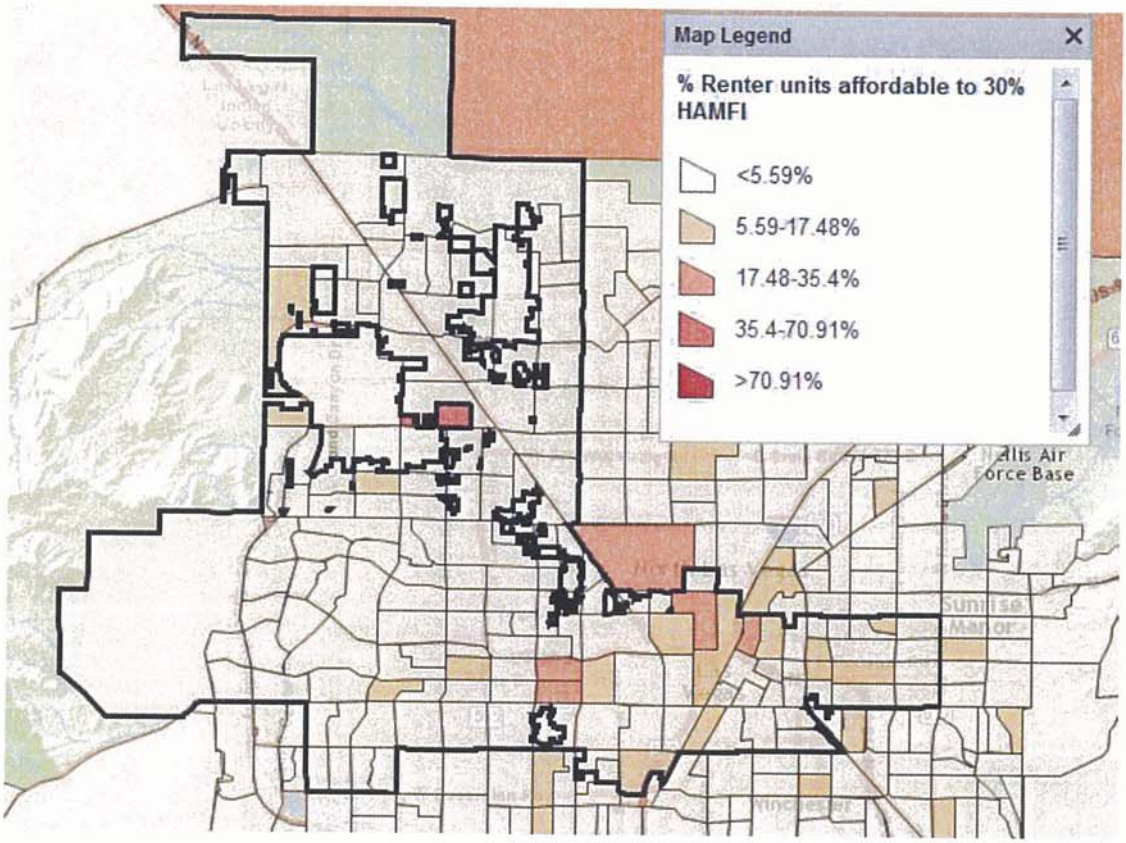
6.72-17.15%
17.15-32.52%
32.52-65.29%
>65.29%


Map Legend
% Renter units affordable to 30% HAMFI
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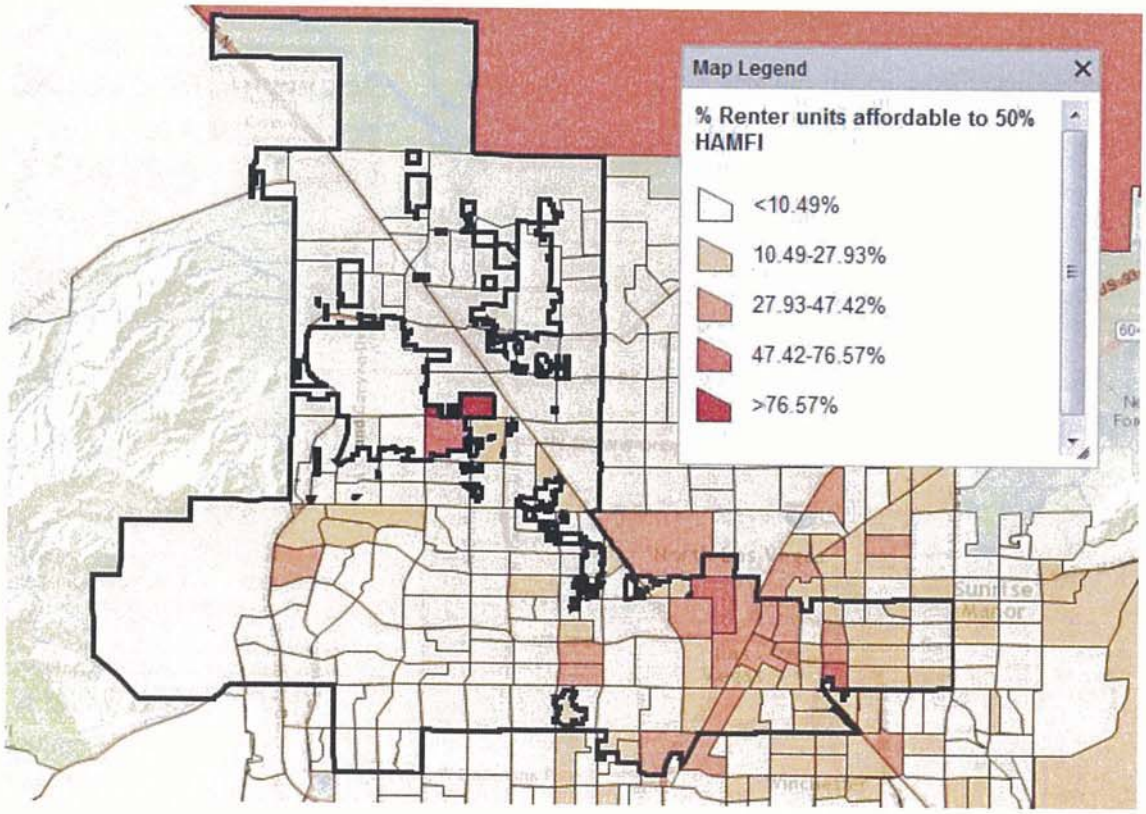
5.59-17.48%
17.48-35.4%
35.4-70.91%
>70.91%
Nellis Air Force Base


Map Legend
% Renter units affordable to 50% HAMFI
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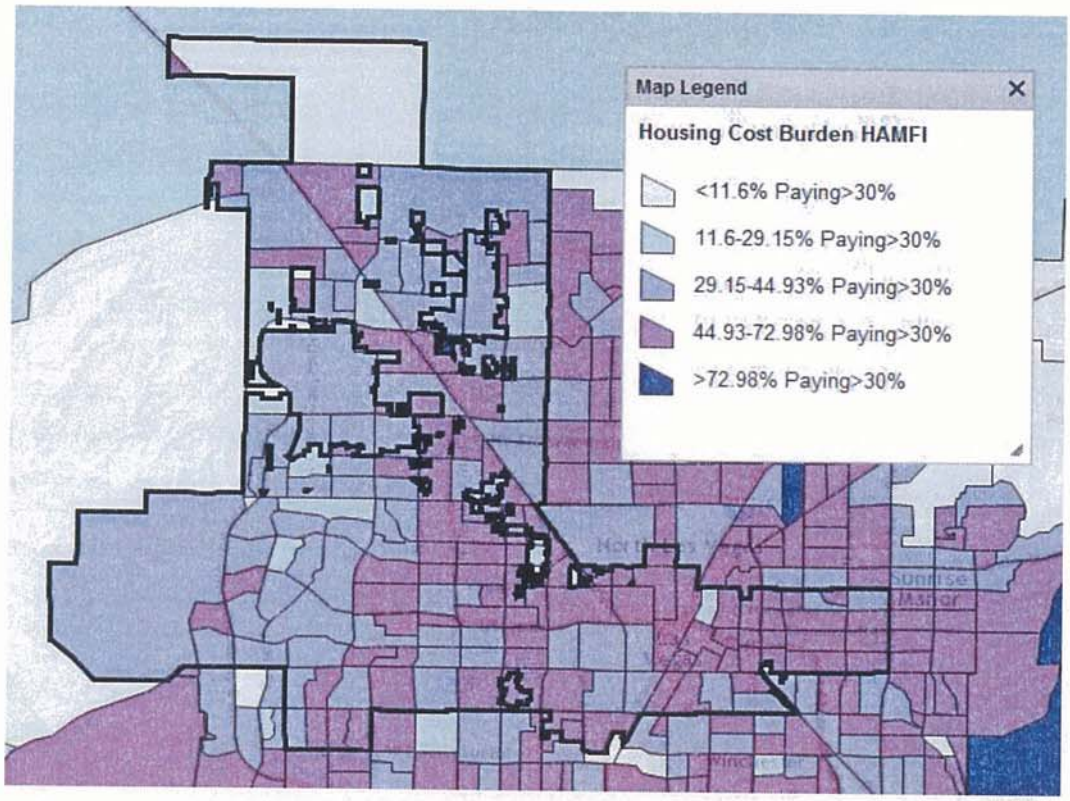
10.49-27.93%
27.93-47.42%
47.42-76.57%
>76.57%


Map Legend
Housing Cost Burden HAMFI
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11.6-29.15% Paying>30%
29.15-44.93% Paying>30%
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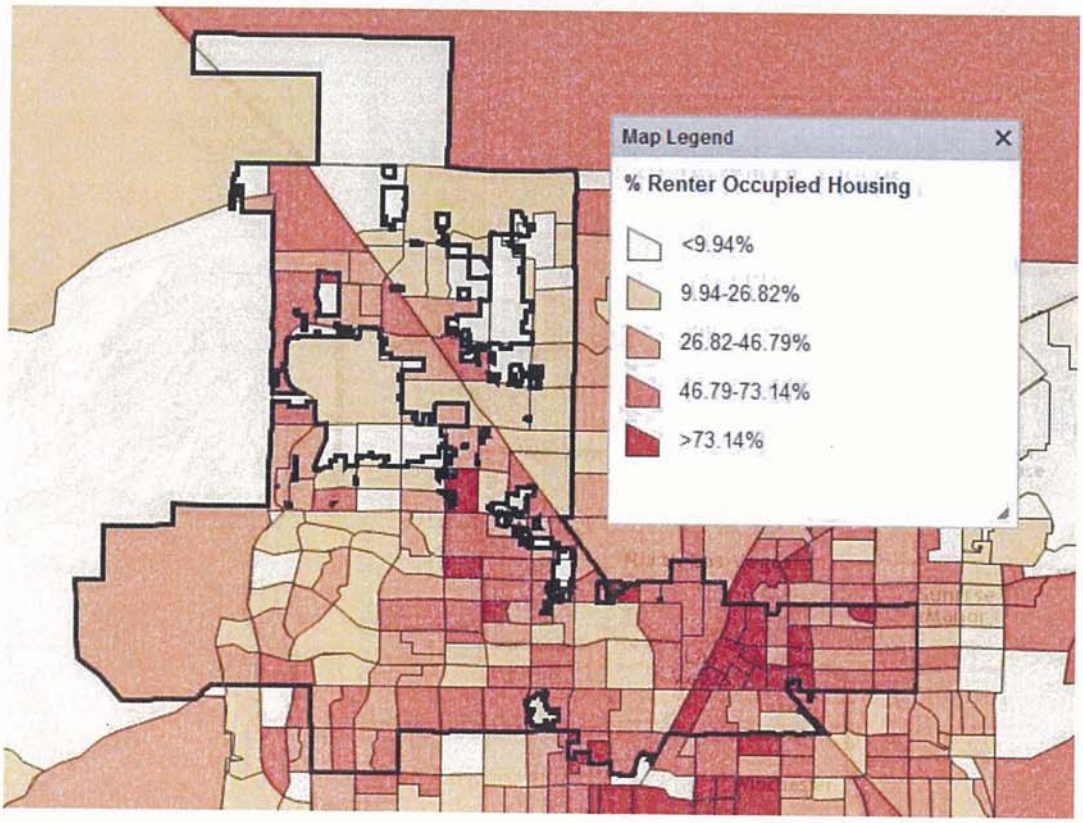
>72.98% Paying>30%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% Renter Occupied Housing
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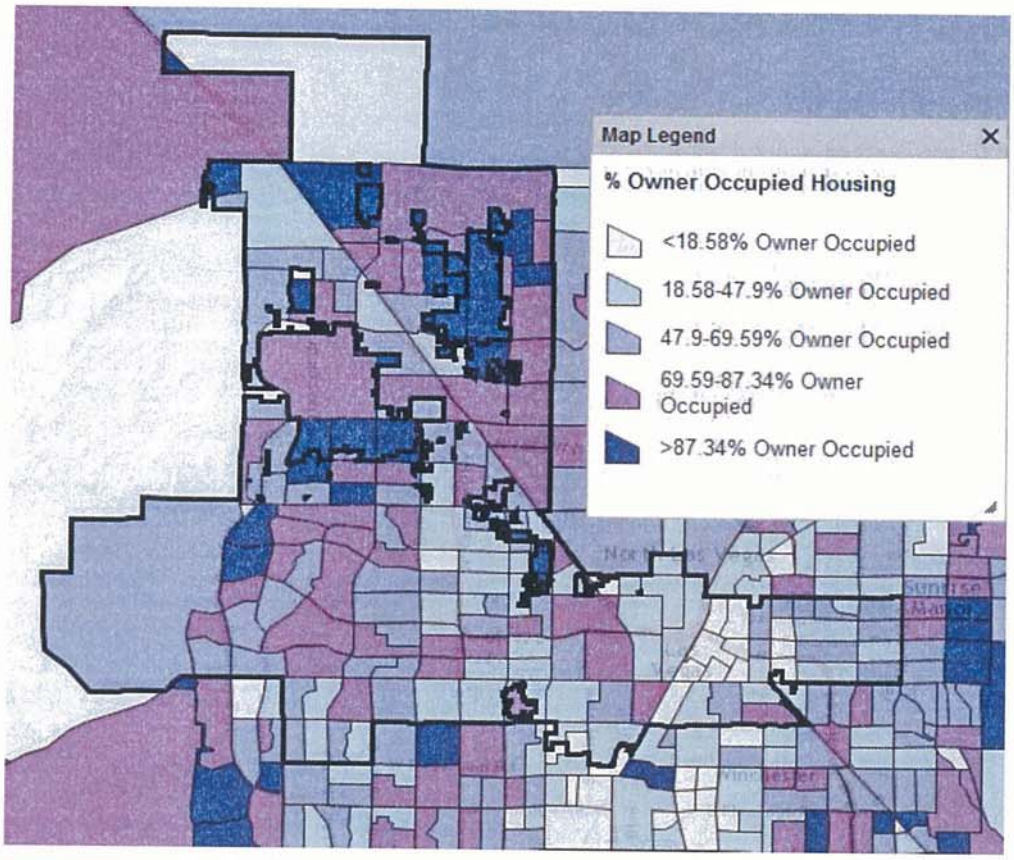
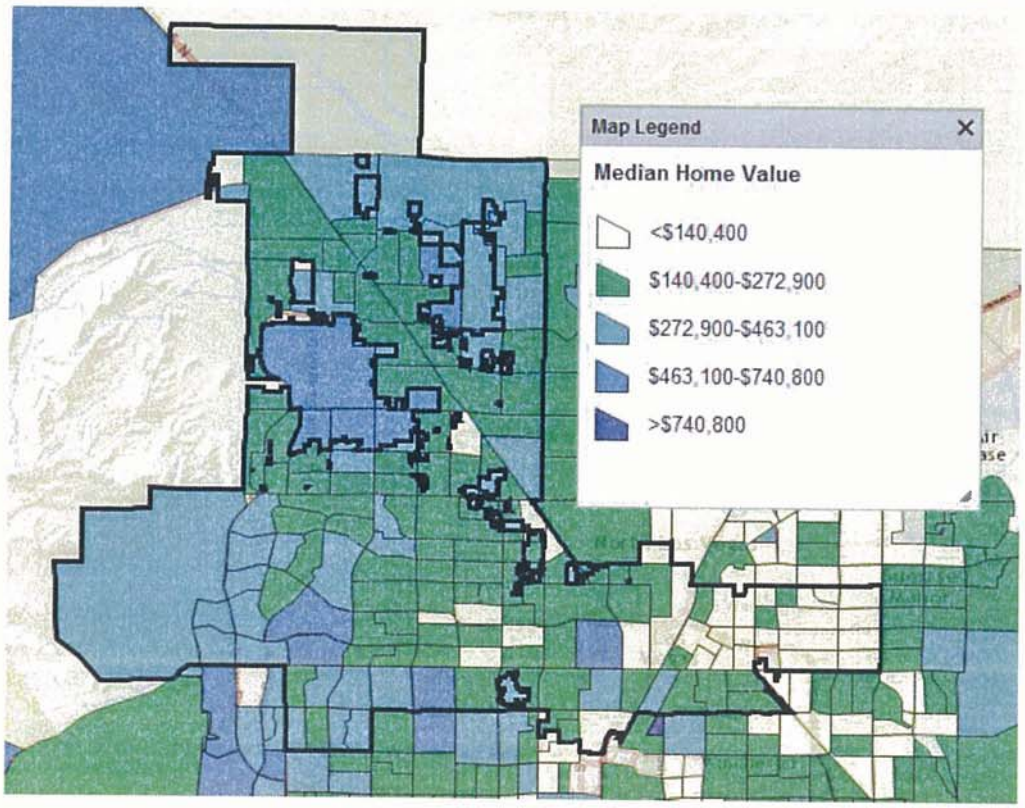
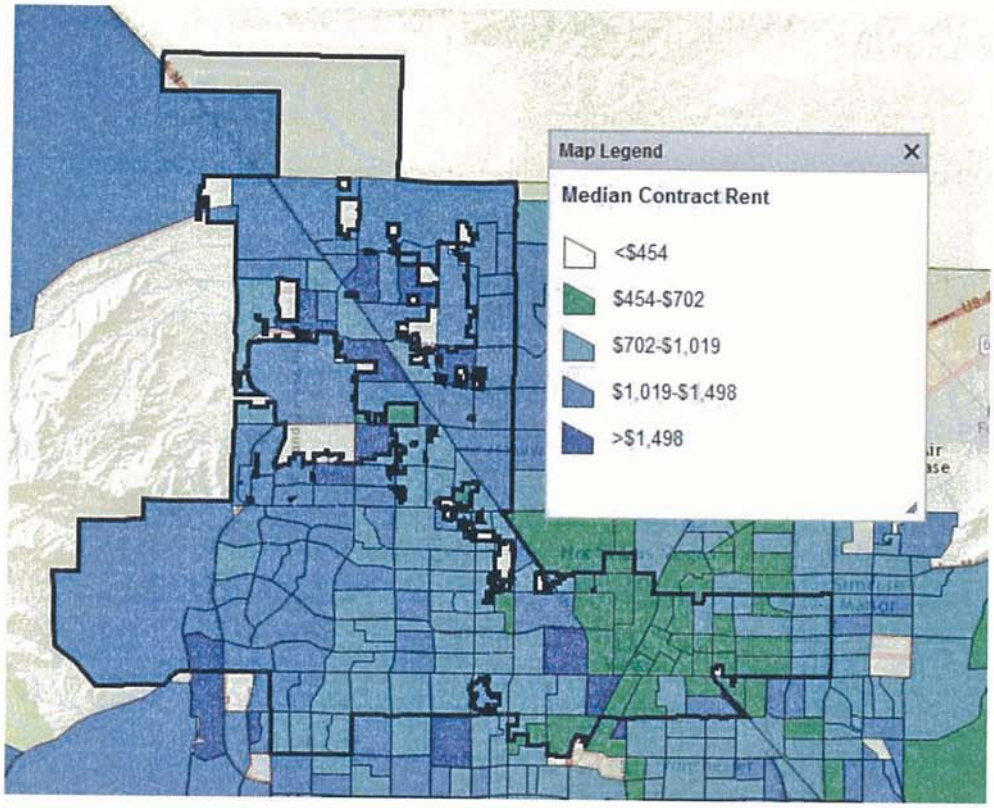
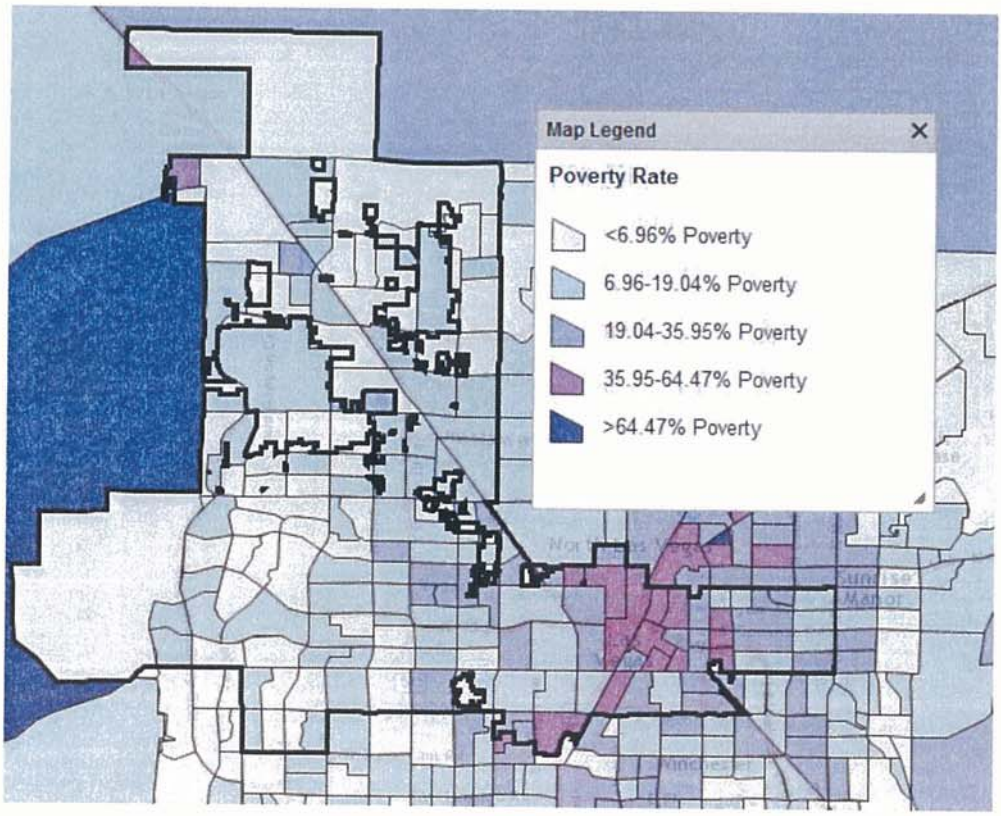
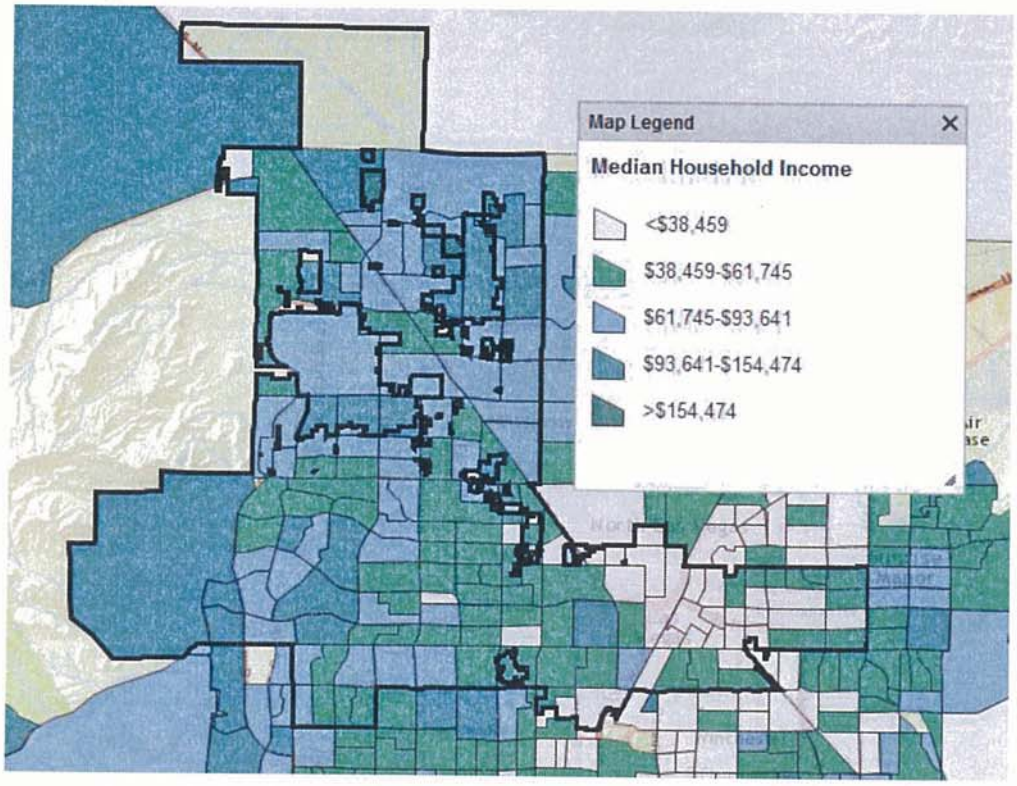
9.94-26.82%
26.82-46.79%
46.79-73.14%
>73.14%

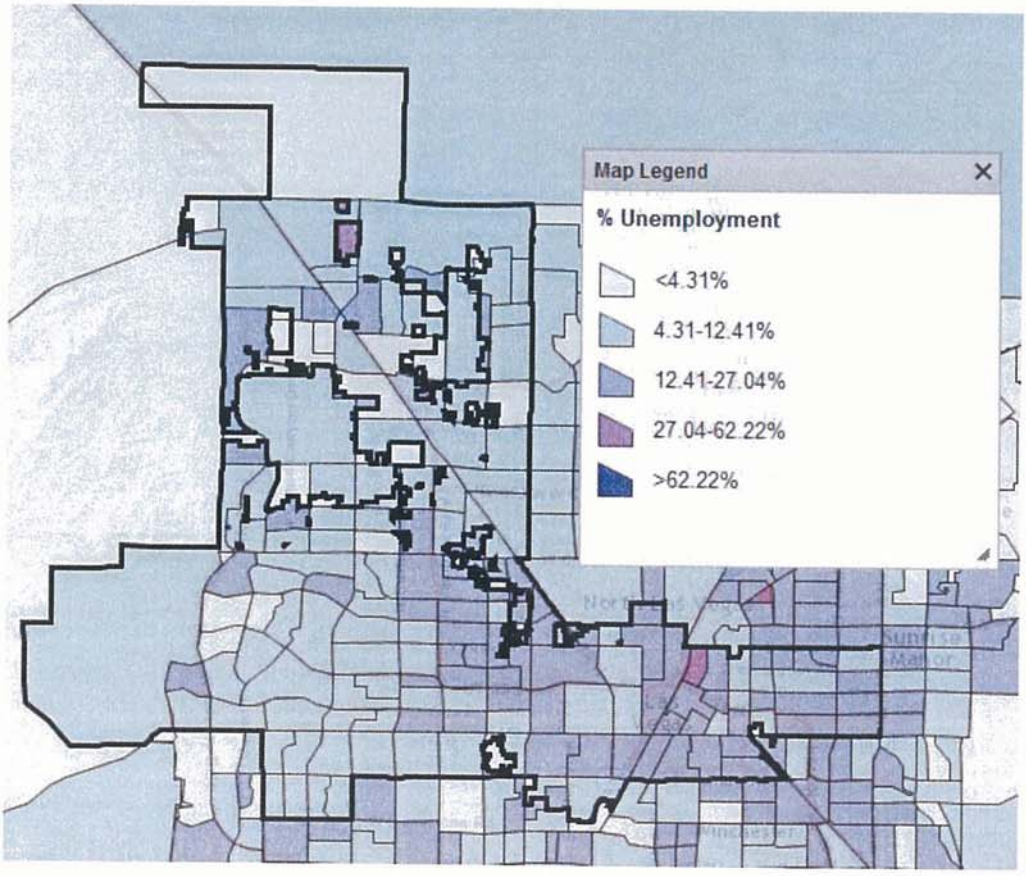

Map Legend
% Owner Occupied Housing
<18.58% Owner Occupied
18.58-47.9% Owner Occupied
47.9-69.59% Owner Occupied
69.59-87.34% Owner Occupied
>87.34% Owner Occupied

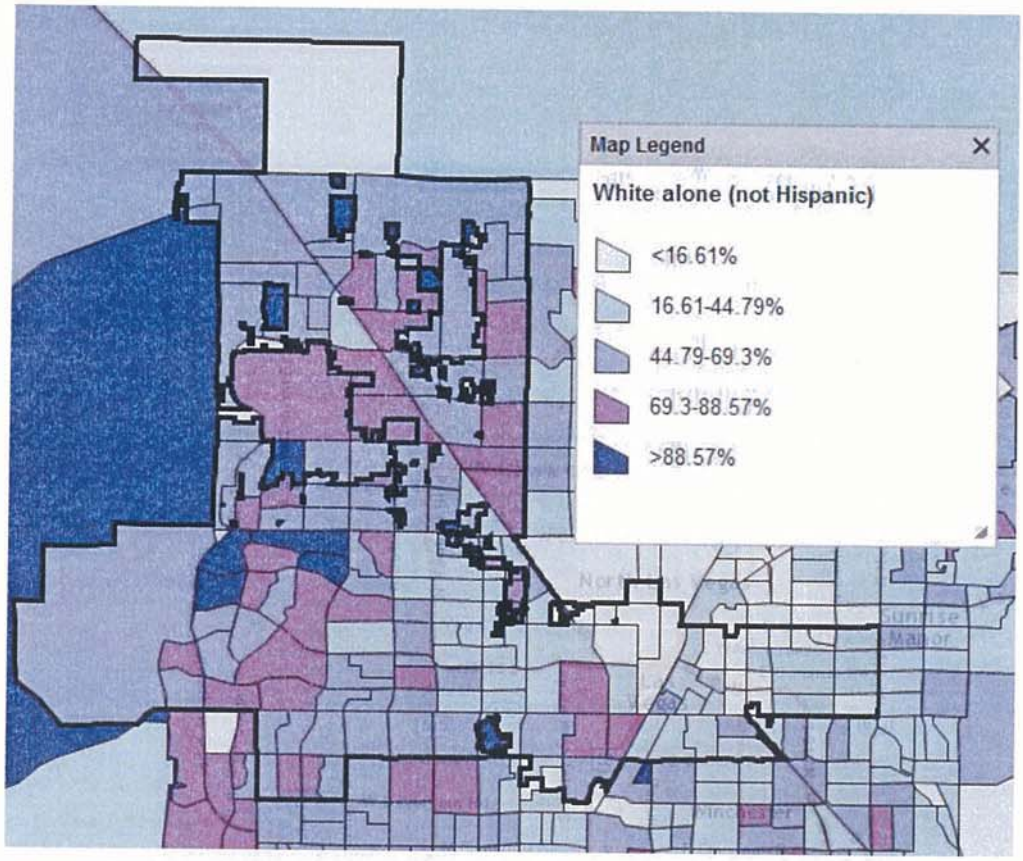

Map Legend
Median Home Value
<$140,400
$140,400-$272,900
$272,900-$463,100
$463,100-$740,800
>$740,800

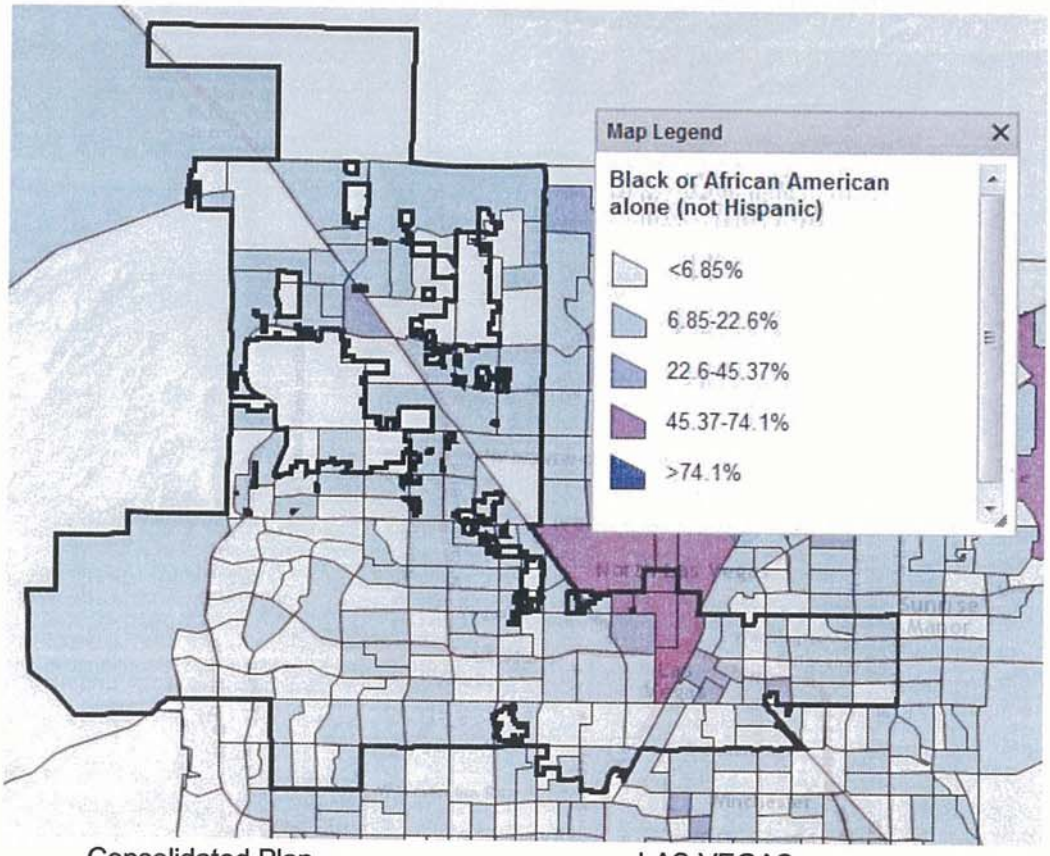

Map Legend
Median Contract Rent
<$454
$454-$702
$702-$1,019
$1,019-$1,498
>$1,498

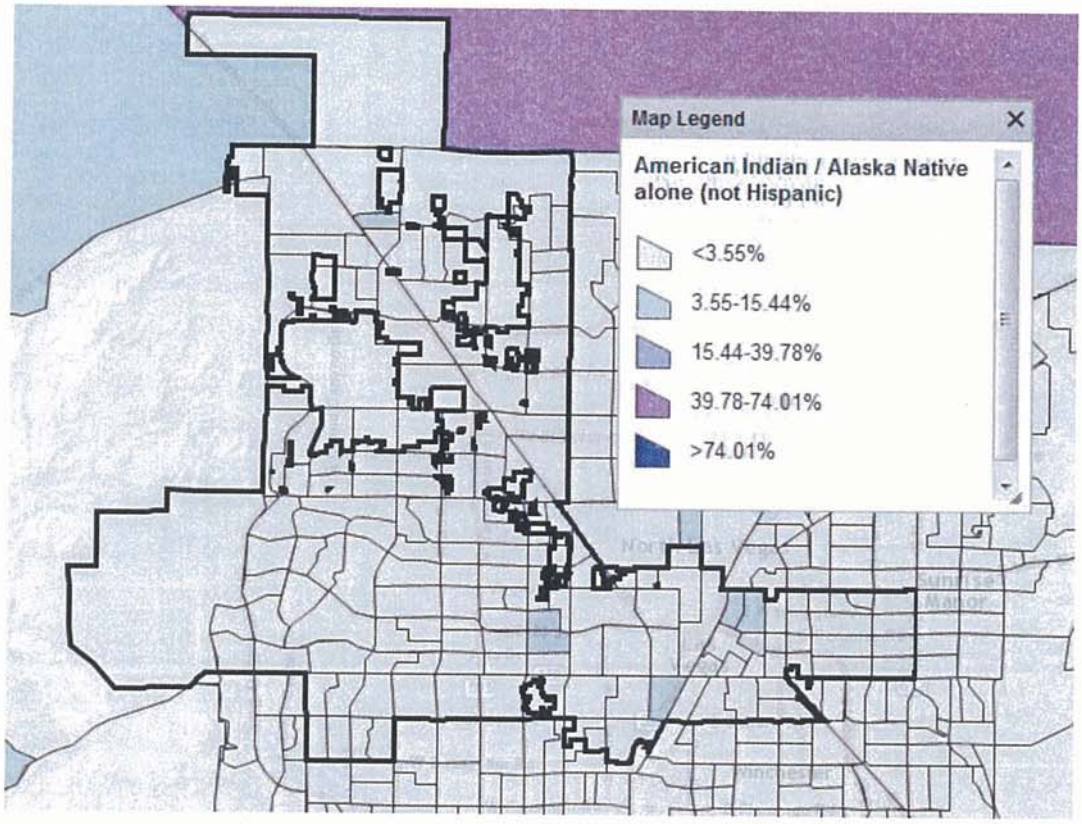

Map Legend
Poverty Rate
<6.96% Poverty
6.96-19.04% Poverty
19.04-35.95% Poverty
35.95-64.47% Poverty
>64.47% Poverty

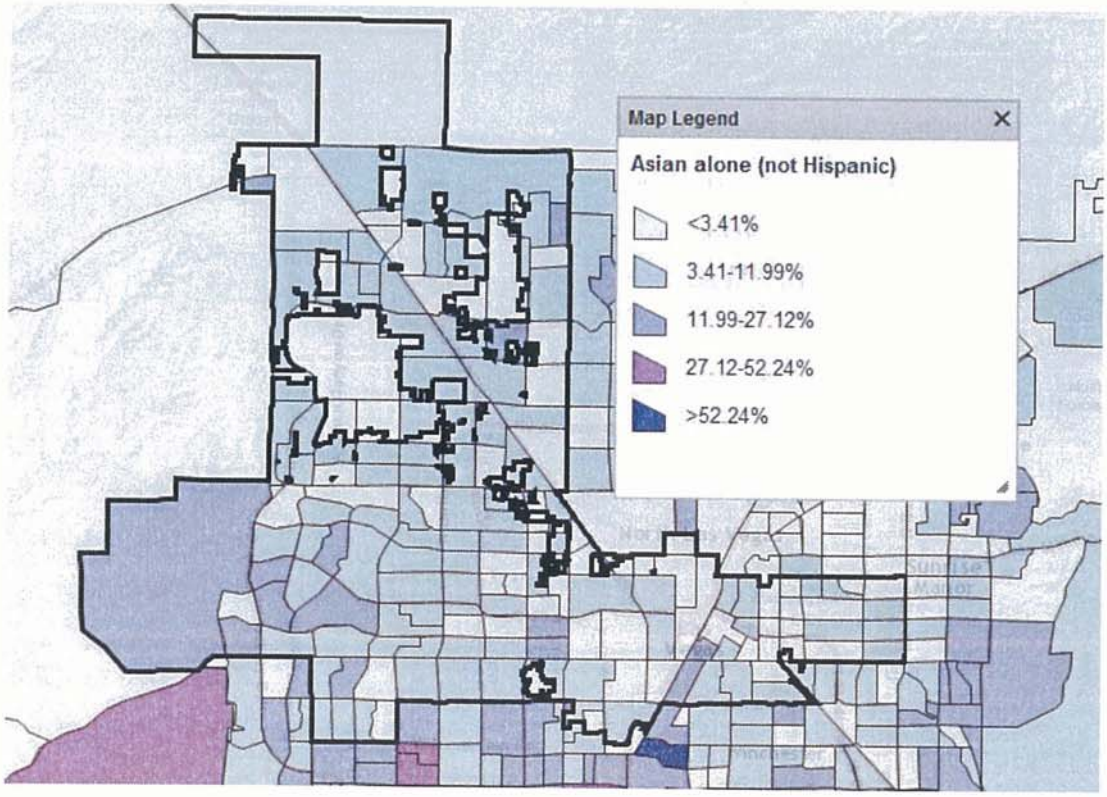

Map Legend
Median Household Income
<$38,459
$38,459-$61,745
$61,745-$93,641
$93,641-$154,474
>$154,474

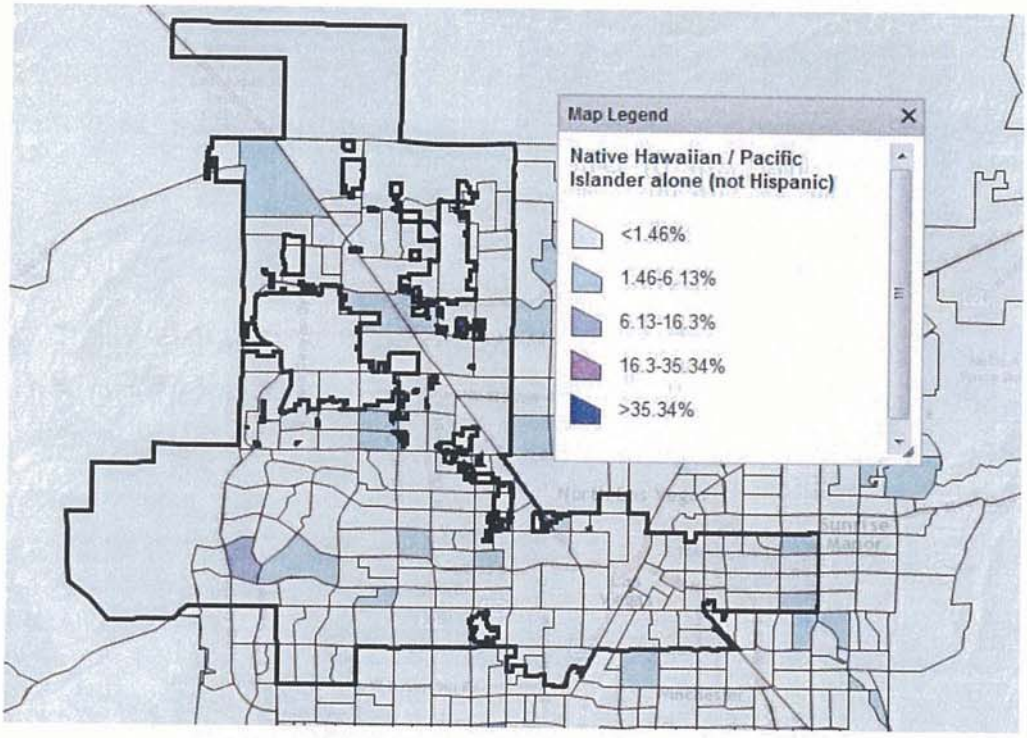

Map Legend
% Unemployment
<4.31%
4.31-12.41%
12.41-27.04%
27.04-62.22%
>62.22%

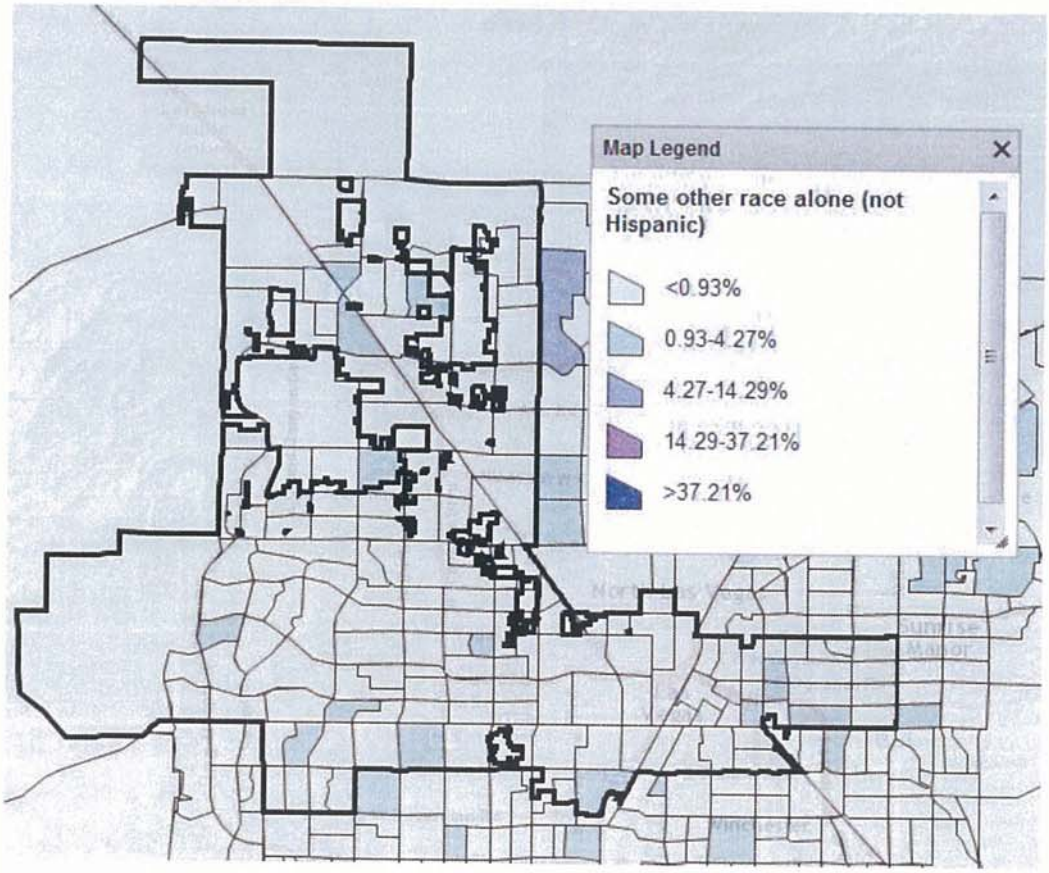

Map Legend
White alone (not Hispanic)
<16.61%
16.61-44.79%
44.79-69.3%
69.3-88.57%
>88.57%

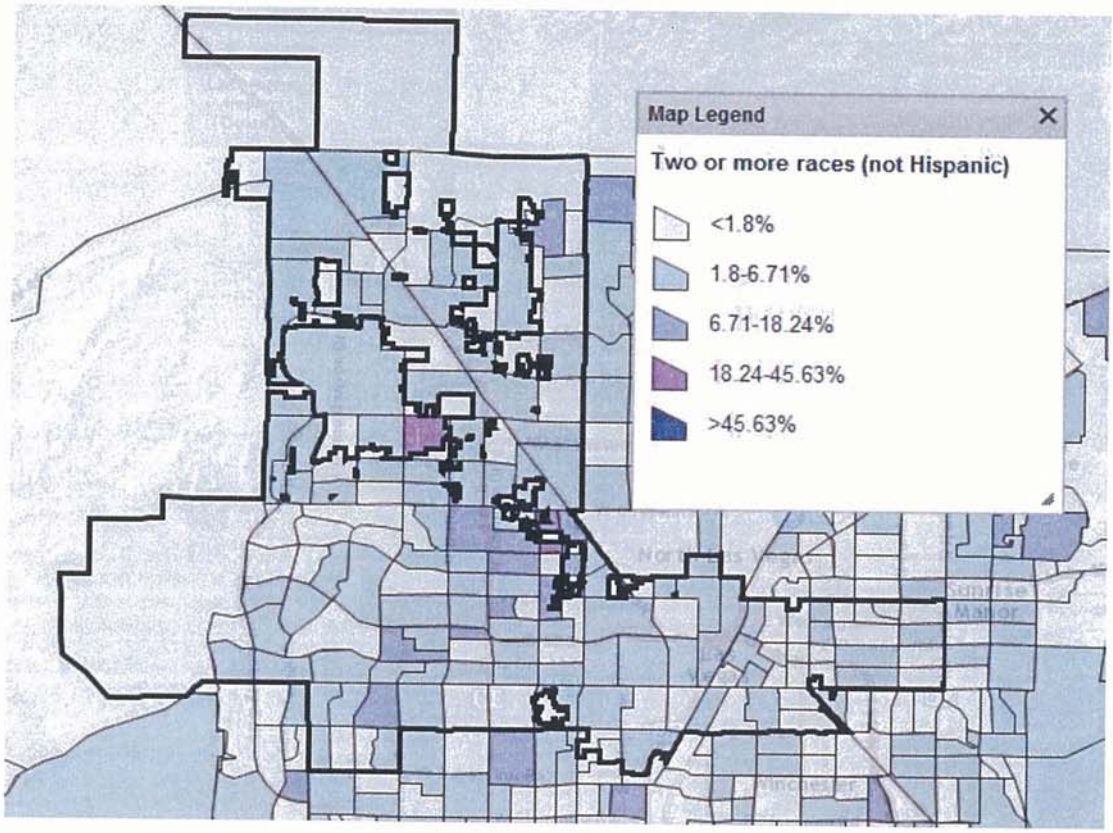

Map Legend
Black or African American alone (not Hispanic)
<6.85%
6.85-22.6%
22.6-45.37%
45.37-74.1%
>74.1%

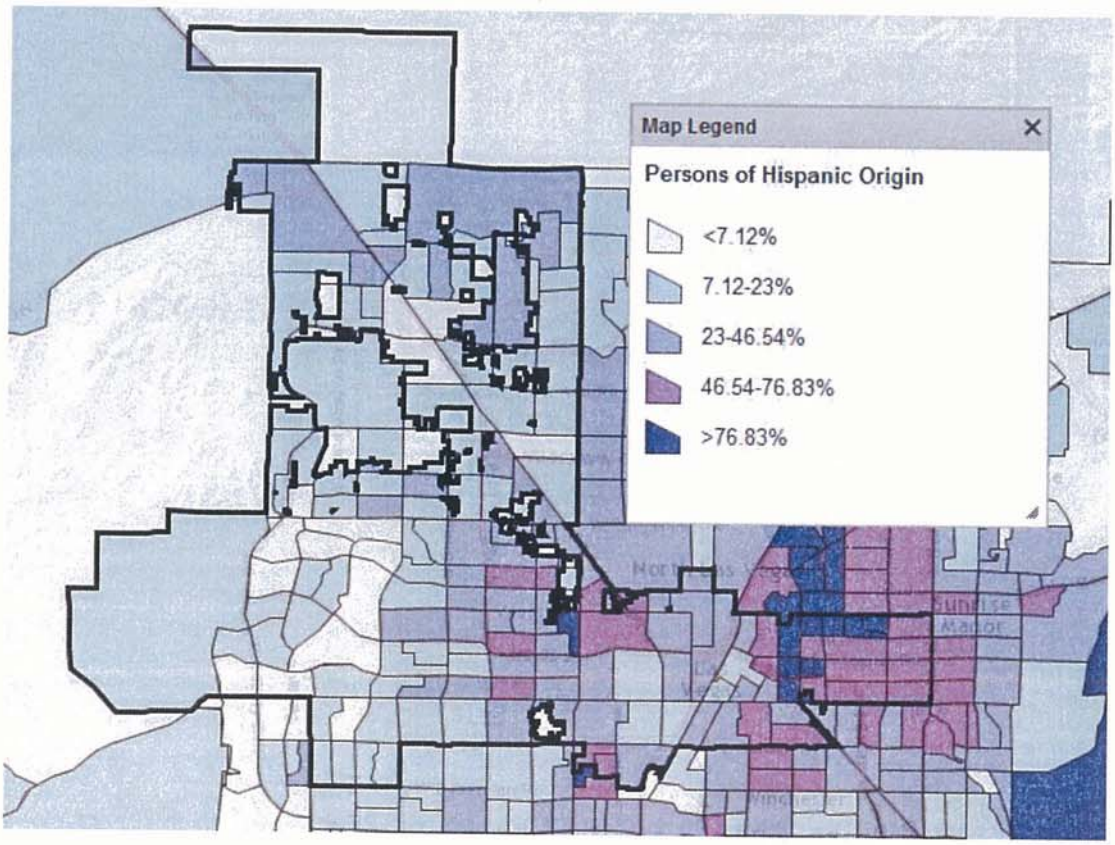

Map Legend
American Indian / Alaska Native alone (not Hispanic)
<3.55%
3.55-15.44%
15.44-39.78%
39.78-74.01%
>74.01%

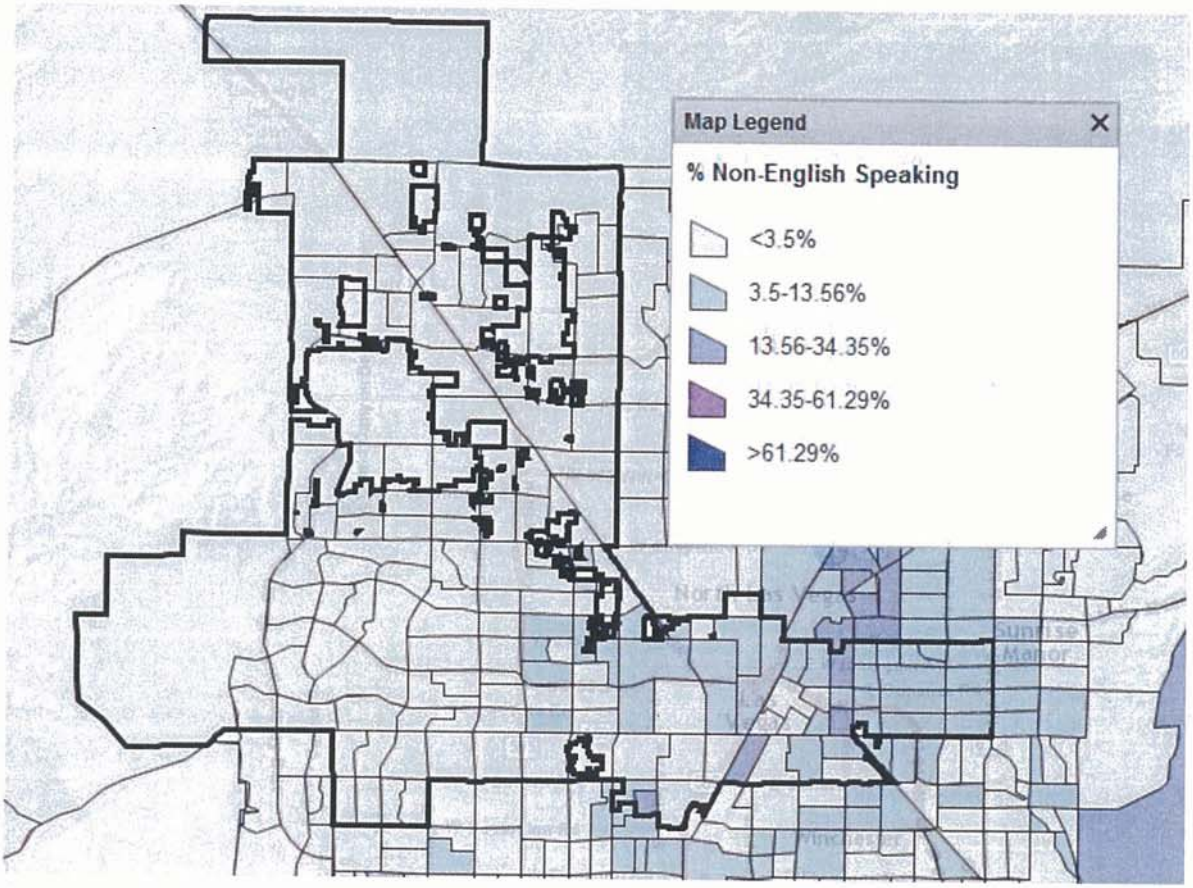

Map Legend
Asian alone (not Hispanic)
<3.41%
3.41-11.99%
11.99-27.12%
27.12-52.24%
>52.24%


Map Legend
Native Hawaiian / Pacific Islander alone (not Hispanic)
<1.46%
1.46-6.13%
6.13-16.3%
16.3-35.34%
>35.34%


Map Legend
Some other race alone (not Hispanic)
<0.93%
0.93-4.27%
4.27-14.29%
14.29-37.21%
>37.21%


Map Legend
Two or more races (not Hispanic)
<1.8%
1.8-6.71%
6.71-18.24%
18.24-45.63%
>45.63%


Map Legend
Persons of Hispanic Origin
<7.12%
7.12-23%
23-46.54%
46.54-76.83%
>76.83%


Map Legend
% Non-English Speaking
<3.5%
3.5-13.56%
13.56-34.35%
34.35-61.29%
>61.29%

ESG Written Standards

i. Standard policies and procedures for evaluating individuals' and families' eligibility for assistance under Emergency Solutions Grant (ESG)

Individuals and families eligible for emergency shelter housing funded by ESG funds must be homeless as defined by the General Definition of Homeless Individual, found in the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH Act) Section 103 [42 USC 11302].

Clients assisted with ESG funds need to be entered into HMIS during client intake, agency must maintain a minimum HMIS data quality of 90%. Agencies solely providing emergency shelter to victims of domestic violence, stalking, sexual abuse, and trafficking are exempt. In those cases, a comparable database should be used that protects the identity and safety of clients.

Service providers who receive Department of Housing and Urban Development (HUD) funding through the Southern Nevada Continuum of Care and ESG who also primarily serve homeless individuals who are 18 years of age and older are required to participate in the Centralized Coordinated intake process. Homeless individuals will be assessed through the centralized coordinated intake process. There are currently two major hubs for the intake process, Clark County Social Services, and also for homeless single veterans, the Veterans Administration Administrative Community Resource & Referral Center (CRCC). In particular, five Clark County Social Services hosts five locations and the Veteran's Administration Community Resource & Referral center hosts the other hub. The main phone number is 702 455-4270. During intake homeless individuals will be assessed, evaluated, and referred to services if they are available and appropriate for the individual, through Clark County Social Services, the Continuum of Care, and/or other providers in the community. Homeless service providers who serve other types of sub-populations such as families and youth will also be required to use the centralized coordinated intake process once it is implemented for that particular sub-population.

ii. Standards for targeting and providing essential services related to street outreach

Clark County is not planning to allocate ESG15/16 funds for Street Outreach activities.

iii. Policies and procedures for admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, e.g., victims of domestic violence, dating violence, sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest;

Homeless individuals/families seeking shelter must be provided shelter. If there are no appropriate or available beds immediately available for the client at the location he/she is seeking assistance, then the agency must collaborate with another provider to place client into another appropriate shelter.

Shelters must meet or exceed minimum habitability standards specified in CFR 576.403 that cover building structure and materials, access, space and security, interior air quality, water supply, sanitary facilities, thermal environment, illumination and electricity, food preparation, sanitary conditions, and fire safety.

There is no county imposed limit on the length of stay. It is the discretion of the agency and program providing shelter services to set limits, if any, on the length of stay depending on the target population, client's barriers to obtain permanent housing, and other circumstances the client is facing.

Per HUD, sheltered families with children cannot be broken apart. If no shelter is available on-site, an alternative living arrangement must place the family together which may include placement at another shelter/ housing provider that can house families, or hotel-motel rooms (only in areas where no other appropriate shelter is available).

Providers should aim to have clients leave the program into a permanent and stable housing situation. This can be placement into supportive housing, or client may become self-sufficient and able to maintain his/her own housing with a stable source in income.

If client leaves the program and is not stably housed, all efforts should be made to place client into another more appropriate shelter/ housing situation.

Vulnerable populations seeking shelter need access to appropriate shelter that is safe, sanitary, and meets or exceeds minimum habitability standards. This population includes victims of domestic violence, youth, people with special needs, the elderly, medically frail, mentally ill, and victims of human trafficking. Upon intake and if necessary, client may be referred and sheltered elsewhere in a more appropriate location. Emergency shelters that provide housing to victims of domestic violence must have an appropriate security system in place to protect housed victims of domestic violence from their perpetrators. Currently there are a few providers that offer emergency shelter beds and supportive services to these vulnerable populations. There is no time limit on their length of stay. Clients are not discharged back out to the street or into unsafe living conditions, but if necessary are referred to another appropriate housing program.

In addition to homeless clients seeking shelter, street outreach is conducted by local homeless providers including the Las Vegas Metropolitan Police Department to get homeless people located in places not meant for human habitation into emergency shelter or transitional/ permanent housing.

iv. Policies and procedures for assessing, prioritizing, and reassessing individuals' and families' needs for essential services related to emergency shelter;

Clients assisted with ESG funds are to be entered into HMIS during client intake and agency must maintain a minimum HMIS data quality of 90%. Agencies solely providing emergency shelter to victims

of domestic violence, stalking, sexual abuse, and trafficking are exempt. In those cases, a comparable database should be used that protects the identity and safety of clients.

Clients must be assisted to the maximum extent possible with connections to other programs targeted to homeless people in the local Continuum of Care area, as well as mainstream housing, health, social services, employment, education and youth programs for which they may be eligible (see 576.4 Area-wide systems coordination, sections b and c for a full list). This includes CoC, HUD-VASH, Education for homeless Children and Youth, Health Care for Homeless, Runaway and Homeless Youth, Homeless Veterans Reintegration, Section 8, Public Housing, HOME Investment Partnership, Workforce Investment Act, and TANF programs. When assisting vulnerable populations, services need to be tailored to address their special needs. Individualized case management is also highly encouraged.

To improve awareness of services, ESG funded agencies are required to attend training and meeting sessions on homeless services in the community. This includes the Mainstream Programs Basic Training, the SNRPC Committee on Homelessness meetings, and SOAR training.

v. Policies and procedures for coordination among emergency shelter providers, essential services providers, homelessness prevention, and rapid re-housing assistance providers; other homeless assistance providers; and mainstream service and housing providers. See § 576.400(b) and (c) for a list of programs with which ESG-funded activities must be coordinated and integrated to the maximum extent practicable.;

Once a centralized coordinated intake is in adopted by the Continuum of Care and in place in Southern Nevada, providers assisted with ESG funds must participate in the centralized coordinated intake system. Providers are also required have their most recent information updated in Nevada 2-11. To improve collaboration and awareness of services, ESG funded agencies are required to attend training and meeting sessions on homeless services in the community.

Case management and intake staff are required to attend **Mainstream Programs Basic Training** classes which provide information on the local and federal resources and programs covering the following core topics include: Income Supports, Employment Services, Health Care, Legal Services, and Housing Resources. Specialized topics typically include: Veterans, Housing Resources, Employment Services/Income Supports, Addictions & Mental Health, Homeless Youth/Young Adults and Families w/ Children, Human Trafficking, Senior Services/ HealthCare Services, Legal Services/ Financial Literacy, Domestic Violence, HIV/AIDS, and Services for Persons with Disabilities.

ESG sub recipients on the director or management level are highly encouraged to attend a minimum of 5 Southern Nevada Regional Planning Commission- **Committee on Homelessness** (SNRPC CoH) meetings per year.

One staff member from each ESG funded program providing direct supportive services to is highly encouraged to complete SSI/SSDI, Outreach, Access, and Recovery (**SOAR) training** within 18 months of the date their assistance agreement for ESG funds is fully executed. Outcomes should be reported to the Office of the Regional Homeless Coordinator **at least** once per year. SOAR training, a national project funded by Substance Abuse and Mental Health Services Administration (SAMHSA) is available for direct service workers who once trained, understand Disability Determination Services and Social Security Administration's requirements and appropriate documentation needs. SOAR training helps to decrease the time to issue determinations and reduces the need for appeals. This is highly beneficial for eligible adults who are homeless or at risk of homelessness and have a mental illness and/or co-occurring substance abuse disorder which are also populations that face significant barriers to seeking stable affordable permanent housing.

vi. Policies and procedures for determining and prioritizing which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance;

Intake and HMIS: Subrecipients are required to use HMIS during client intake and also complete the Housing Needs Assessment matrix when conducting client intake for homeless prevention or rapid re-housing assistance. Clients seeking homeless prevention or rapid re-housing assistance will also need to complete the Homeless Prevention Consortium Supplemental Application for Rent and/or Utility Assistance. Criteria must be supported by documentation that has been copied and uploaded into the electronic file in HMIS and stored in the client's paper file.

Homeless Prevention: Eligible participants are individuals/families with incomes below 30% Area Median Income, at risk of becoming homeless and moving into an emergency shelter or a place not meant for human habitation. All assisted individuals/families must meet eligibility criteria as outlined at 576.103 Homeless Prevention Component in Interim Rule. Participants are eligible if they meet the HUD definition of "at risk of homelessness", or who meet the criteria in paragraph 2, 3, or 4 of the homeless definition AND have an annual income below 30% of area median family income. Those who meet the HUD criteria of eligibility and who score over 20 points on the Housing Needs Assessment matrix will receive priority for assistance over other eligible persons.

Rapid Re-housing: Eligible participants need to be literally homeless. To be eligible beneficiaries must meet the definition of homelessness under paragraph 1 of the "homeless definition" defined by the ESG interim rule, or meet criteria under paragraph 4 of homeless definition AND live in an emergency shelter or other place described in paragraph 1 of homeless definition. Clients eligible under the HUD definition of literally homeless and who score over 30 points on the Housing Needs Assessment matrix will receive priority over other eligible persons.

vii. Standards for determining what percentage or amount of rent and utilities costs each program participant must pay while receiving homelessness prevention or rapid re-housing assistance;

viii. Standards for determining how long a particular program participant will be provided with rental assistance and whether and how the amount of that assistance will be adjusted over time;

ix. Standards for determining the type, amount, and duration of housing stabilization and/or relocation services to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receive assistance; or the maximum number of times the program participant may receive assistance.

HOMELESS PREVENTION

RENTAL ASSISTANCE TO PREVENT EVICTION (under homeless prevention):

All clients will complete the Homeless Prevention Consortium Housing Needs Assessment Matrix and the Supplemental Application for Rent and/or Utility Assistance. Clients eligible under the HUD definition of at risk of homelessness and who score over **20** points on the matrix will receive priority over other eligible persons who are at risk of homelessness. HUD requires clients receiving assistance for homeless prevention to be re-evaluated at least once every three months.

Furthermore, the following local conditions apply:

Short-term rent (1-3 months of assistance allowed at 100% rate of rent)

1. The household will actively engage in a Housing Stabilization Plan, the goal of which will be to either increase income and/or reduce expenses such that the rental cost is no more than 80% of the household's net income;

2. The client household will agree to participate in case management and other activities designed to improve their ability to remain stably housed.

3. The initial assistance must have been necessary to avoid eviction (eviction notice/ notice to quit letter required), or to avoid or reduce an unnecessary episode of homelessness of the household;

4. Rental assistance may not be provided to a program participant receiving rental assistance from other public sources (except for 6 months arrears);

5. Rental rates must not exceed the Fair Market Rent specified for household size and rental rates must comply with HUD's rent reasonableness.

6. Any housing units constructed before January 1, 1978 will be assessed for lead based paint hazards.

7. Housing unit must meet minimum habitability standards specified in 576.403(c).

8. Each household receiving rental assistance must have a legally binding, written lease (between the owner and participant household) for the rental unit in their name.

9. Agency must have a rental assistance agreement in place with the party to which payments are being made which must set forth the terms under which rental assistance will be provided.

10. Arrears (no more than 6 months) must be paid off first to bring the balance to zero.. Payment of rental arrears can only be a one-time payment up to 6 months including any late fees on those arrears. Late fees for subsequent months will not be paid with ESG funds.

11. Unit owners must be paid on a timely basis in accordance with the rental assistance agreement. Any late payment penalties that are incurred must be paid by subrecipient or household (with non-ESG funds).

12. The household will be "re-evaluated" for income eligibility no later than the 20th day at the end of the 3rd month. At re-evaluation, household income cannot exceed 30% of AMI, otherwise financial assistance will cease.

13. A second and third issuance of rental assistance can be considered when the household demonstrates compliance with and progress on the Housing Stability Plan.

14. If at the third month "re-evaluation" and assessment finds that the client needs additional assistance, and if the household demonstrates compliance with and progress on the Housing Stability Plan, and if client continues to meet income qualifications, client may proceed to receive medium term rent assistance (4-13 months of assistance). Client must continue to be "re-evaluated" every three months.

For medium term rent (4-13 months of assistance)

Up to 100% of the fourth month of rent may be paid. Months 5-13 may be paid at a rate of 75% of rent.

1. Priority will be given to households who score 20 points or more on the Housing Needs Assessment Matrix and who may need more than 3 months to stabilize;

2. The household will continue to actively engage in a Housing Stabilization Plan, the goal of which will be to either increase income and/or reduce expenses such that the rental cost is no more than 80% of the household's net income;

3. The household will be re-assessed monthly, no later than the 20th day of each month. Each additional 4-12th month of rental assistance can be considered when the household demonstrates compliance with and progress on the Housing Stability Plan.

HOUSING RELOCATION AND STABLIZATION SERVICES FINANCIAL ASSISTANCE:

Eligible expenses under this category include: rental application fees, last month's rent, security deposits, moving costs, utility deposits, and utility payments.

Housing relocation & stabilization services <u>relating to rent</u>

<u>Financial assistance</u>

1. If necessary to relocate to another affordable housing unit, security deposits may be paid but must equal no more than 2 months of rent.

2. If necessary as a component of relocation to affordable housing, moving costs may be allowed on a case by case basis as allowed by the ESG Interim Regulation: 24 CFR 576.105. Eligible costs are truck rentals, hiring a moving company, and temporary storage fees for up to 3 months. Fees must be reasonable and occur after client intake and before the new move into a more affordable home.

3. If necessary to relocate and obtain new housing for household, last month's rent (of new housing unit) may be paid. Assistance must not exceed one month's rent.

MAXIMIM PERIOD AND TIMES OF ASSISTANCE:

Any combination of *rental assistance* which includes short and medium term rental assistance (including arrears) AND security deposits and last month's rent (both eligible under housing relocation & stabilization services financial assistance) may not exceed *13 months* total during any 3-year period.

Rental assistance

- The maximum *times* a participant can receive non-consecutive short/ medium term *rental assistance* is 3 times per 13 month period. Rental arrears are the exception and are limited to 1 time assistance, per participant, within a 3 year period.

Housing relocation & stabilization services financial assistance costs (relating to rent)

- Rental application fees, security deposits, and last month's rent are limited to 1 time assistance, per participant, per service, within a 3 year period.
- Security deposits cannot exceed 2 months of rent.
- Last month's rent may not exceed 1 month of rent.

Assistance with Essential Utilities

Eligible under Housing Relocation & Stabilization Services- financial assistance

All clients will complete the Homeless Prevention Consortium Housing Needs Assessment Matrix and the Supplemental Application for Rent and/or Utility Assistance (1-13 months of assistance allowed).

Eligible utility services are gas, electric, water, and sewage.

1. Eligible households/ individuals must be individuals/families with incomes below 30% Area Median Income, at risk of becoming homeless and moving into an emergency shelter or a place not meant for human habitation. All assisted individuals/families must be evaluated and meet eligibility criteria as outlined at 576.103 Homeless Prevention Component in Interim Rule. Participants are eligible if they meet the HUD definition of "at risk of homelessness", or meet the criteria in paragraph 2, 3, or 4 of the homeless definition AND have an annual income below 30% of area median family income.

2. Priority will be given to households that score over 20 points on the Housing Needs Assessment Matrix;

3. The utility is for a service at a housing unit leased or otherwise contracted to the assisted household. Housing unit must also meet minimum habitability standards specified in 576.403(c).

4. Household must provide documentation that they will be losing their housing (eviction letter) and is also to receive rental assistance to avoid homelessness.

5. Utility service must be in client's name and at the address they are living at and obtaining rental assistance.

6. Households with a shut off notice of utilities shall be assisted to bring the past due amount to a zero balance, provided utilities are no more than six (6) months in arrears and shall be considered for rental assistance in that or the following month.

7. If the household has an Eviction Notice, they can be assisted with rent arrears and utilities arrears.

8. The client file must contain evidence that the household has applied for assistance from one or more of the Energy Assistance Programs administered through the Division of Welfare and Supportive Services of the State of Nevada or through the United Way of Southern Nevada, or other public programs available for assistance with utility payments;

9. Up to 13 months of utility payments per household, per service, including up to 6 months of arrearages, per service is allowed. Arrears must be paid as a one- time payment.

Housing relocation and stabilization financial assistance costs (relating to utilities)-

Maximum period and times of assistance for utility related assistance:

- The maximum times a participant can receive non-consecutive utility assistance for monthly utility bill payments is 3 times per 13 month period, per service.
- The maximum period a participant can receive utility assistance is 13 months within a 3 year period. The exception is arrears. Utility arrear payments of up to 6 months are allowed per participant, per service, within a 3 year period.
- Deposits are limited to 1 time assistance per participant, per service, per 3 years.

RAPID RE-HOUSING

All clients will complete the Housing Needs Assessment Matrix and the Supplemental Application for Rent and/or Utility Assistance. Eligible participants need to be literally homeless. Participants must meet the *definition of homelessness under paragraph 1* of the "homeless definition" defined by the ESG interim rule*, or meet criteria under paragraph 4 of homeless definition AND* live in an emergency shelter or other place described in paragraph 1 of homeless definition.

Clients eligible under the HUD definition of literally homeless and who also score over **30** points on the matrix will receive priority over other eligible persons. HUD requires clients receiving assistance for

rapid re-housing to be re-evaluated at least once per year, however, on a local basis, additional assessments are required (see below).

RENTAL ASSISTANCE FOR HOMELESS

Generally, restrictions are similar to the rent and utility restrictions under Homeless Prevention, except that the maximum number of months client can be assisted is 15 months, per 3 year period, under rapid re-housing.

Short-term rent (1-3 months of assistance allowed at 100% rate of rent)

1. The household should score over 20 points on the Housing Needs Assessment Matrix. Highest priority will be given to clients scoring over 30 points;

2. The household will actively engage in a intensive case management plan, the goal of which will be to either increase income and/or reduce expenses such that the rental cost is no more than 80% of the household's net income;

3. The household will be "re-evaluated" for eligibility at the end of the third month, not later than the 20th day of each month. At re-evaluation, household income cannot exceed 30% of AMI, otherwise financial assistance will cease.

4. Rental assistance may not be provide to a program participant receiving rental assistance from other public sources.

5. Rental application fees are eligible for ESG reimbursement (under housing relocation & stabilization services).

6. Security deposits may be paid but must equal no more than 2 months of rent (eligible under housing relocation & stabilization services).

7. If necessary to obtain housing for household, last month's rent (of new move housing unit) may be paid. Assistance must not exceed one month's rent (eligible under housing relocation & stabilization services).

8. Up to 6 months of arrears are allowed by HUD including any late fees, but must be one-time payment, per participant, per service.

9. Each household receiving rental assistance must have a legally binding, written lease (between the owner and participant household) for the rental unit in their name.

10. Agency must have a rental assistance agreement in place with the party to which payments are being made which must set forth the terms under which rental assistance will be provided.

11. The housing unit where the household will reside must be affordable to the household. Rental rates must not exceed the Fair Market Rent specified for household size and rental rates must comply with HUD's rent reasonableness.

12. Any housing units constructed before January 1, 1978 will be assessed for lead-based paint hazards.

13. Housing unit must meet minimum habitability standards specified in 576.403(c).

14. The first issuance of rental assistance can be up to 100% of the upcoming month rent. Rent must be paid on a timely basis, in the case that any late fees are incurred in the new housing situation, those fees will not be paid with ESG funds;

15. A second and third issuance of rental assistance can be considered when the household demonstrates compliance with and progress on intensive case management Plan.

16. If necessary, client receiving short term assistance, who receives 30 points or more on the Housing Needs Assessment Matrix upon the third month re-evaluation including income eligibility, may proceed to receive medium-term rent assistance (4-15 months of assistance). Client will continue to be re-assessed on a monthly basis.

Medium term rent (4-15 months of assistance):

Month 4 can be paid at up to 100%, thereafter months 5-15 can be paid at 75%.

1. Priority will be given to households who score a minimum of 25 points on the Housing Needs Assessment Matrix and who need more than 3 months to acquire long term housing;

2. The household will actively engage in an intensive case management plan, the goal of which will be to either increase income and/or reduce expenses such that the rental cost is no more than 80% of the household's net income;

3. The household will be "re-evaluated" for eligibility monthly, not later than the 20th day of each month.

HOUSING RELOCATION AND STABILIZATION SERVICES FINANCIAL ASSISTANCE

Eligible expenses under this category include: rental application fees, last month's rent, security deposits, moving costs, utility deposits, and utility payments.

Housing relocation & stabilization services relating to rent:

Financial assistance

- If necessary to move to an affordable housing unit, security deposits may be paid but must equal no more than 2 months of rent.
- If necessary to obtain housing for household, last month's rent (of new housing unit) may be paid. Assistance must not exceed one month's rent.

MAXIMIM PERIOD AND TIMES OF ASSISTANCE:

Any combination of *rental assistance* which includes short and medium term rental assistance (including rental arrears) AND security deposits and last month's rent (both eligible under housing relocation & stabilization services financial assistance costs) may not exceed *15 months* during any 3-year period.

Rental assistance

- The maximum *times* a participant can receive non-consecutive short/ medium term *rental assistance* is 3 times per 15 month period. Rental arrears are the exception and are limited to 1 time assistance, per participant, within a 3- year period.

Housing relocation & stabilization services financial assistance costs (relating to rent)

- Rental application fees, security deposits, and last month's rent are limited to 1 time assistance, per participant, per service within a 3-year period.
- Security deposits cannot exceed 2 months of rent.
- Last month's rent may not exceed 1 month of rent.

Assistance with Essential Utilities

Eligible under Housing Relocation and Stabilization services

All clients will complete the Housing Needs Assessment Matrix and the Supplemental Application for Rent and/or Utility Assistance. Clients eligible the HUD definition of literally homeless and who score over **30** points on the matrix will receive priority over other eligible persons.

Generally, restrictions are similar to the rent and utility restrictions under Homeless Prevention except that the maximum number of months client can be assisted is 15 months with rapid re-housing within a 3-year period.

1. Priority to households who score over 30 points on the Housing Needs Assessment Matrix;

2. Up to 15 months of utility payments per participant, per service, including up to 6 months of arrearages, per service is allowed (must pay arrear as a one-time payment). Eligible utility services are gas, electric, water, and sewage. Household is also to receive assistance with rent in order to stabilize.

3. The assisted households 'existing arrears (of only up to 6 months) will need to paid off first to bring their past due balance to zero. After the payment of any arrearages, client may receive utility assistance for new utility charges.

4. Utility deposits to pay a standard utility deposit required by utility company are an eligible ESG expense (under housing relocation & stabilization services).

5. The utility is for a service must be at a housing unit leased or otherwise contracted to the assisted household.

6. The client file must contain evidence that the household has applied for assistance from one or more of the Energy Assistance Programs administered through the Division of Welfare and Supportive Services of the State of Nevada or through the United Way of Southern Nevada, or another public programs available for assistance with utility payments;;

Maximum period and times of assistance: Housing relocation and stabilization *financial assistance* costs relating to utilities-

- The maximum times a participant can receive non-consecutive utility assistance with monthly utility bill payments is 3 times per 15 month period, per service.

- The maximum period a participant can receive utility assistance is 15 months within a 3-year period. The exception is arrears. Utility arrear payments (of up to 6 months) and deposits are limited to 1 time assistance, per service, per 3-year period.

- Deposits are limited to 1 time assistance, per participant, per service, per 3 years.

ix. Standards for determining the type, amount, and duration of *housing stabilization and/or relocation services* to provide to a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receive assistance; or the maximum number of times the program participant may receive assistance:

All clients will complete the Housing Needs Assessment Matrix. Clients eligible under the HUD definition of at risk of homelessness and who score over 20 points on the matrix will receive priority for homeless prevention assistance over other eligible persons who are at risk of homelessness. Clients eligible under

the HUD definition of literally homeless and who score over 30 points on the matrix will receive priority for rapid re-housing assistance over other eligible persons.

Those scoring higher points are in a higher need of the most extensive type of assistance. The type of housing relocation/ stabilization services provided to program participant will depend on his/her need as assessed by case manager.

Limits on housing stabilization and relocation services:

Housing Stabilization & Relocation Services financial assistance policies and procedures addressed above in detail. This includes *rental application fees, security deposits, last month's rent, utility deposits, utility payments and moving costs.*

There will be **no maximum monetary amount** of assistance established per client as long as expenses are reasonable and comply with fair market costs.

Under Homeless Prevention: Any combination of *rental assistance* which includes short and medium term rental assistance and rental arrears, *housing relocation & stabilization services financial assistance costs* which includes security deposits, and last month's may not exceed **13 months during any 3-year period**.

- The maximum times a participant can receive non-consecutive **rental assistance** is 3 times per 13 month period. Arrears are the exception, which are limited to a one-time payment, per service.
- Rental application fees, security deposits, and last month's rent are limited to a one-time payment, per service, per 3 -years.
- Security deposits cannot exceed 2 months of rent.
- Last month's rent may not exceed 1 month of rent.
- The maximum times a participant can receive non-consecutive utility assistance for monthly utility bill payments is 3 times per 13 month period, per service.
- Utility arrear payments (of up to 6 months) per participant, per service, per 3 year period.
- Deposits are limited to 1 time assistance per participant, per service, per 3 year period.

Under Rapid Re-Housing Any combination of *rental assistance* which includes short and medium term rental assistance and rental arrears, *housing relocation & stabilization services financial assistance costs* which includes security deposits, and last month's **may not exceed 15 months during any 3-year period**.

- The maximum times a participant can receive non-consecutive rental assistance is 3 times per 15 month period.

- Arrears are the exception, (rental application fees, security deposits, and last month's rent) which are limited to a one-time payment, per service, per 3-year period.
- Security deposits cannot exceed 2 months of rent.
- Last month's rent may not exceed 1 month of rent.
- Utility arrear payments (of up to 6 months) and deposits are limited to 1 time assistance, per service, per 3-year period.

Note on *moving costs*: eligible costs are for moving expenses, such as truck rental or hiring a moving company. Assistance may include payment of temporary storage fees for up to 3 months as long as fees are accrued after the program participant begins receiving ESG assistance. Fees must be reasonable and occur after client intake and before the new move into a more affordable home. Moving and storage costs are limited to one time assistance per client household per 3 year period.

Housing stabilization and relocation service costs include: housing search and placement, housing stability case management, mediation, legal services, and credit repair.

1. Housing stability case management is limited to 24 months during the period the program participant is living in permanent housing.

2. All other service costs are limited to 13 months per 3 year period on service costs assistance for program participants receiving homeless prevention assistance, and 15 months per 3 year period months for program participants receiving rapid re-housing assistance.

DRAFT

Citizen Participation Plan

Introduction

The purpose of the Citizen Participation Plan for the city of Las Vegas HUD Consolidated Plan (HCP) is to encourage participation by all citizens, especially very low- and low-income persons, and particularly those living in blighted areas and areas where CDBG funds may be used. Participation includes minorities and non-English speaking persons, and persons with mobility, visual and hearing impairments. In addition, consultation is undertaken with public housing authorities and their residents. The following guidelines provide the steps that are taken by the City to maximize citizen participation in the development of the HCP and in the allocation of funds.

A portion of the Citizen Participation Plan describes the respective community participation processes developed to ensure an atmosphere of open communication and cooperation between the City, local organizations and businesses, and individual citizens concerned with the health and vitality of their communities, neighborhoods, and homes.

Access to Information

To ensure that citizens and interested groups have access to information that may have an impact on their particular community interests, the following information is available, on the City's website www.lasvegasnevada.gov :

- Annual Action Plans
- Five-Year Consolidated Plan
- Consolidated Annual Performance and Evaluation Report

Anti-Displacement

It is the policy of the city of Las Vegas to discourage displacement by encouraging non-profit subrecipients to purchase vacant dwellings or dwellings. In cases where displacement occurs, the City will follow the requirements of Uniform Relocation Act. Levels of assistance are consistent with the requirements of the Uniform Relocation Act.

Publishing the Plan

Each public meeting shall be posted and advertised in accordance with the Nevada Open Meeting Law and HUD participation requirements. Sufficient advance notice for each of the hearings will be provided. The city of Las Vegas will utilize local newspapers, including the Las Vegas Review Journal, and other minority newspapers to publish a summary of the HCP. This summary will describe the contents and purpose of the plan and will include where/how the plan may be examined.

Public Hearings

As required by federal regulations, at least two community-wide public hearings will be held on the housing and community development needs, development of proposed activities, and review of program performance. One hearing will be held during the development of the draft plan, before its publication for public comment. The second public hearing will be held during the public comment period. The hearings will address housing and community development needs and the proposed activities.

Additionally, in an effort to offer a variety of avenues for public participation, designed to accommodate a range of cultural, communications and learning styles, the following participation opportunities may be offered:

1. *Interactive Workshops*
   A series of interactive workshops may be held in various locations throughout the City.

Locations will be selected that ensure accessibility for low-income residents, the disabled, seniors, and based upon geographic eligibility to receive funds. Each session may cover the following topics:

- Orientation to the Consolidated Plan process;
- Review of the programs covered by the Consolidated Plan, the range of activities eligible under those programs, and the amount of funding anticipated being available.
- Review of how the City has employed the resources available to it in addressing the community's housing and community development needs;
- Opportunity for citizens to identify local housing and community development needs and issues, with particular emphasis on new or emerging needs;
- Prioritizing among needs and issues; and
- Identifying additional resources the community may leverage to complement or coordinate with state and federal resources.

2. *Participation in working groups*
The City may elect to form one or more small working groups, focusing on specific topics, as part of its Consolidated Plan process. Participation of citizens in these groups will be encouraged.

3. *Internet Access*
The Citizen Participation Plan, the Consolidated Plan, Annual Action Plans, and Performance Reports will be available to citizens through the city of Las Vegas website www.lasvegasnevada.gov.

Printed versions of all documents will be made available upon request.

Access to Meetings

Meetings will be located convenient to public transportation, in facilities with handicapped access. The City will provide translation services during meetings for non-English speaking residents, as appropriate.

Public Comment Period

The HCP participation process will provide a 30-day comment period to allow citizens to read the proposed HCP and to formulate comments regarding its specific objectives. Draft copies of the HCP will be made available on the Internet at www.lasvegasnevada.gov.

A reasonable number of complimentary copies will be made available upon request to concerned citizens or assisting agencies. Citizen input provided verbally and in writing will be included in the HCP public comment section. A copy of citizen comments and views will be incorporated in the HCP, and, if applicable, the respective reasons for the non-inclusion of suggested revisions into the final document.

Performance Reports

Performance reports are made available to the public for a 15-day review period prior to their submittal to HUD. Notices are published in local newspapers. Any citizen comments, either in writing or presented orally at public hearings, are incorporated into the performance reports.

Plan Availability and Timely Notification

Copies of the HCP will be made available at the Office of Community Services and online at www.lasvegasnevada.gov.

The City will provide timely notification by adhering to all posting requirements in compliance with the Nevada Open Meeting Law.

1. *Newspaper Coverage*
   At a minimum, advertising space will be purchased to publish announcements and required summaries in a newspaper of general citywide circulation. When appropriate, multiple newspapers may be used, including local non-daily publications, and papers serving minority communities. Display advertisements as well as legal advertisements may be used.

2. *Other Media*
   The City will prepare, as needed, Public Service Announcements (PSAs) and press releases about interactive workshops and public hearings and provide them to broadcast television and radio stations for their use. PSAs will also be used to recruit citizen participation in working groups and to announce the availability of the Consolidated Plan, Annual Action Plans or performance reports for public comment. The City may also use other media as appropriate, such as flyers, bulletin boards, Internet, libraries, etc.

Access to Records
The City will provide reasonable public access to information and related records from the preceding five years.

Technical Assistance
The City will provide technical assistance, upon request, to qualified very low- and low-income groups in developing proposals for funding under any of the programs covered by the HCP. The City will determine the level and type of assistance to be provided.

The City will provide needed technical assistance at public meetings, to citizens and their representative groups, concerning the HCP process and the public comment portion of the plan. This assistance may include:

- Providing grant applications and instructions
- Providing staff assistance in completing and responding to questions that may arise out of the development process.

Available Documents
The following documents will be available for public viewing and download at the Office of Community Services website at www.lasvegasnevada.gov:

1. The HCP City HUD Consolidated Plan and Annual Action Plans
2. Consolidated Annual Performance and Evaluation Report (CAPER)
3. Community Development Recommendation Board Meeting Agendas and Minutes

The following documents will be available at Clark County Community Resources Management Division at 495 S. Main Street, 5th Floor, Las Vegas, NV 89101:

1. Project Environmental Review Records
2. Mailings and promotional materials
3. Records of public hearings (Available from the City Clerk's Office)
4. Regulations governing the programs

Community Comments and Complaints
The City will solicit input from very low- and low-income persons, particularly those living in blighted areas and where CDBG funds are proposed to be used. Input will be solicited from minorities and non-English speaking persons and persons with mobility, visual or hearing

impairments. The HCP consultation process will include input from public housing authorities and their residents.

Public comments received, in writing or orally at the public hearings, will be reviewed by the City's respective jurisdictions to determine if any action is needed. If a response is deemed necessary, the respective jurisdictions will provide a written response to the citizen. A summary of all comments and responses received during the public comment and plan development period will be included in the HCP.

If the City receives a written citizen complaint related to the HCP development of the citizen participation plan, or to the amendments and performance report, the complaint will be reviewed, summarized and responded to within 15 working days by the City.

Amendments

The criteria for Non-Substantial Amendments and Substantial Amendments are defined as follows:

- Non-Substantial Amendments
  Either the termination, addition or change of any planned or actual activity in an amount of $499,999 or less, or a change in location of any planned or actual activity within a five mile radius from the original site.

- Substantial Amendments
  Either the termination, addition or change of any planned or actual activity in an amount greater than $500,000 or a change in location of any planned or actual activity outside a five mile radius from the original site.

  Before a Substantial Amendment can be implemented, the respective jurisdiction must provide citizens with a reasonable notice utilizing local newspapers with at least 15 days to comment. The respective jurisdiction shall consider all citizen comments received and attach a summarized evaluation of acceptable and unacceptable comments to the Substantial Amendment.

Adoption of the Citizen Participation Plan

The HCP shall be approved by the City Council after the agenda item is legally posted and copies of the HCP are made available to the public.

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Regional Analysis of Impediments to Fair Housing 2015

Clark County, City of Las Vegas, City of Henderson, City of North Las Vegas, and Boulder City

3/9/2015

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SIGNATURE PAGE

AN ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

I, Stephen K. Harsin, hereby certify that this Regional Analysis of Impediments to Fair Housing Choice represents city of Las Vegas 's conclusions about impediments to fair housing choice, as well as actions necessary to address any identified impediments.

Name: _____

Title: Director, Office of Community Services

Date: April 15, 2015

Table 85 Las Vegas Land Zoned for Residential Use (Corrected)

Zoning Districts That Allow Residential Uses		Minimum Lot Area in Square Feet	Total Acres	Land Available to Develop in Acres	Percentage of Land Available to Develop
U	Undeveloped	20,000	166	114	69.1%
R-E	Residence Estates	20,000	4,532	1,755	38.7%
R-D	Single Family Residential-Restricted	10,000	355	86	24.3%
R-1	Single Family Residential	6,500	7320	115	1.6%
R-CL	Single Family Compact Lot	3,000	3,201	698	21.8%
R-TH	Single Family Attached	1,600; one attached unit allowed per lot	0	0	-
R-2	Medium-Low Density Residential	6,500; 6 to 12 single-family detached and duplex units allowed per acre	313	31	9.8%
R-3	Medium Density Residential	6,500; 13 to 50 units per acre	1,520	71	4.7%
R-4	High Density Residential	7,000; while there is no limit on number of dwelling units per acre, the underlying general plan designation determines the maximum number of dwelling units per acre	347	43	12.4%
R-MH	Mobile/Manufactures Home Residential	6,500; one dwelling unit per lot	379	1	0.3%
P-C	Planned Community	3,000 acre minimum site area (a combination of lots and parcels that may be in separate ownership); the approved Planned Community Program 15,570establishes the maximum number of dwelling units per gross acre for each residential category, as well as for the entire property. The number of dwelling units permitted per gross acre on any parcel in the P-C District is determines at the time the Development Plan is approved.	15,570	8,500	54.6%
PD	Planned Development	40 acre minimum site area; no maximum density; each parcel within the PD District must identify the proposed density	2,525	671	26.6%
R-PD	Residential Planned Development	The density is established by the site plan and is limited only by the underlying master plan designation. The allowable density will be stated as a number after the R-PD designation.	10,267	181	1.8%
L-TC	Low Density Residential Town Center	3.5 to 5.5 dwelling units per gross acre; the L-TC district appears in a separate Town Center Development Standards manual, not the Unified Development Code	206	30	14.3%
ML-TC	Medium Low Density Residential Town Center	5.6 to 8 dwelling units per gross acre	236	39	16.4%
MLA-TC	Medium Low Attached Density Residential Town Center	8.7 to 12 dwelling units per gross acre	67	15	22.1%
M-TC	Medium Density Residential Town Center	12 to 25 dwelling units per gross acre	135	6	4.2%
T-D	Traditional Development	40 acre minimum site area; Las Vegas' Development Standards and Design Guidelines sets the maximum density in dwelling units per acre, but doesn't actually identify densities	7,560	7,560	100.0%
Total Land Zoned for Residential Use			54,536	19,801	36.3%

No land has been mapped to the RH-T district. ***(As of 3/2014)***

Figures include land under the jurisdiction of the nation's Bureau of Land Management (BLM). The 7,000 acres of Moccasin Road comprise the majority of the BLM owned land.

Actual densities are determined by the underlying master plan designation.

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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. 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 the Department of Housing and Urban Development (HUD), the Department of Transportation (DOT) and the 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. Part of the requirements to this grant was the completion of a Regional Analysis of Impediments to Fair Housing Choice.

The Regional Analysis of Impediments to Fair Housing Choice represents the entities of Clark County, the City of Las Vegas, the City of North Las Vegas, the City of Henderson, and Boulder City. Staff from those entities made up the project team, as well as Southern Nevada Strong staff and the Consultant Team. Additionally, input was gathered from the RAI Working Group, made up of housing specialists and nonprofits from the region.

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EXECUTIVE SUMMARY

Over the past 20 years, Southern Nevada was among the fastest growing regions in the nation. New residents have been attracted by the area's unique attributes, which include 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 prosperity and quality of life throughout the community. In response, a broad effort was undertaken to engage the public, collaborate across the region and develop a vision for future development. This effort is the Southern Nevada Strong (SNS) Regional Plan.

The purpose of the SNS Regional Plan 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. Funding to develop the Regional Plan was provided by the HUD Sustainable Communities Initiative. As part of the project's workplan, Southern Nevada was required to complete its first Regional Analysis of Impediments (RAI) to Fair Housing Choice along with the SNS Regional Plan. The purpose of the RAI is to identify both private and public sector barriers to fair housing choice that may exist and recommend actions to pursue a housing market that is free of racial, ethnic, familial status, or disability status discrimination.

In the past, Southern Nevada jurisdictions have completed their own individual Analysis of Impediments (AIs) in order to comply with the fair housing rules associated with Community Development Block Grant (CDBG) funding. By completing the AI process regionally, the partners that currently receive CDBG funding, including Clark County, Las Vegas, North Las Vegas, City of Henderson and Boulder City, have utilized a comprehensive approach to address issues that cross jurisdictional boundaries. Participation in this process brings the entities into compliance for the next five years.

A stakeholder group was made up of staff from the partner jurisdictions, US Department of Housing and Urban Development (HUD), Southern Nevada Regional Housing Authority (SNRHA), Silver State Fair Housing Council, UNLV, and housing related non-profits. This group provided subject matter expertise, background information, overall direction and recommended action items.

The RAI examines the demographics and current policies that provide the backdrop for fair housing issues in Southern Nevada. Data was collected from many sources, including the US Census Bureau, housing and market analyses, academic research, HUD and local fair housing complaint registers, national crime reports, the Kirwan Institute, and stakeholder and focus group interviews. Additionally, since the RAI was developed at the same time as the Regional Policy Plan, SNS Regional Plan data and public outreach results were available and utilized to inform the report.

Additionally, the current housing market is examined to gain perspective on where residents are living and why they chose were they live. The region is evaluated on a neighborhood basis to identify community assets and discrepancies in high opportunity areas versus low opportunity areas. Fair housing compliance, infrastructure and enforcement are assessed, along with mortgage lending rates and reported hate crimes. Public policy is considered within

jurisdictional land-use codes, zoning codes and affordable housing policies. Finally, along with community feedback gained from the Regional Plan effort, separate focus groups with representatives of the HUD protected classes were held in order to gain more personal insight into the discrimination problems facing people at an individual level. The results of these focus groups were used to inform the Regional Plan and RAI and provide a more qualitative, personal approach to pair with the quantitative data. This approach is encouraged by HUD to gain a more full understanding of the range of fair housing issues in a region.

The key recommendations identified in the RAI are regional in nature and are summarized below from the 42 action items identified in Chapter 9. The final RAI does not have one single owner but rather should be used by the partner jurisdictions as a foundation to inform their individual planning documents (comprehensive plans and zoning codes) and Consolidated Plans as required by HUD.

The action items were developed based on Stakeholder Group suggestions, findings from the focus groups with members of the protected classes, national best practices, and the Southern Nevada Strong Regional Plan analysis, outreach findings and strategies.

- ***Increase knowledge and research*** in all areas related to fair housing in Southern Nevada by increasing training and expanding the role of non-profits and academic institutions in testing and research.
- ***Strengthen fair housing enforcement*** to support localities and housing non-profits as well as statewide efforts.
- ***Increase awareness and understanding of social equity*** and policies that affect inequality and commit to public outreach techniques that include vulnerable populations.
- ***Provide more housing choice*** throughout Southern Nevada and especially in higher opportunity areas with a range of price, income, density, ownership and building types.
- ***Develop additional educational choices*** in lower opportunity areas and ensure that a wider range of housing options are available near high performing schools.
- ***Expand diversity in leadership positions*** at all levels of government.
- ***Provide convenient, safe and reliable transportation*** choices to low-income areas.
- ***Encourage regional collaboration on housing issues*** and prioritize public reinvestment in lower-income areas.
- ***Ensure jurisdictional regulations do not unintentionally limit fair housing choice*** including limiting community residences for the disabled and wide ranges in choice for housing densities.

1. INTRODUCTION

Purpose of the Regional Analysis of Impediments to Fair Housing

Like all jurisdictions that receive community development block grant funds from the U.S. Department of Housing and Urban Development, the jurisdictions that comprise Southern Nevada Strong — unincorporated Clark County, Boulder City, Henderson, Las Vegas, and North Las Vegas—are obligated to affirmatively further fair housing. To fulfill this long–standing obligation to foster a genuinely free market in housing that is not distorted by housing discrimination, Southern Nevada Strong has identified, analyzed, and devised solutions to both private and public sector barriers to fair housing choice that may exist within its borders. As is the case throughout the nation, the impediments to fair housing choice are both local and regional in nature—and the approaches to mitigate them necessarily have local and regional components.

In addition to the five jurisdictions noted above, the collaborative regional planning effort that is Southern Nevada Strong includes the Southern Nevada Regional Planning Coalition; Southern Nevada Regional Housing Authority; Regional Transportation Commission; Clark County School District; Southern Nevada Water Authority; Southern Nevada Health District; Conservation District of Southern Nevada; and University of Nevada, Las Vegas.

The Southern Nevada Strong Regional Analysis of Impediments to Fair Housing Choice is the first regional analysis completed in Southern Nevada. This Analysis is being produced along with the Regional Policy Plan under a Sustainable Communities Planning Grant from the U.S. Department of Housing and Urban Development. One of just 29 regions to receive this grant, Southern Nevada Strong is conducting the in–depth research and community engagement needed to analyze the planning issues that face Clark County and the four cities as well as the other entities in Southern Nevada Strong. A key focus of the Southern Nevada Strong regional planning effort is to build a foundation for long–term economic prosperity and community livelihood by better integrating transportation, housing, and job opportunities throughout Southern Nevada. A genuinely free market in housing undistorted by discrimination is essential to achieving this goal and reducing living costs for all Southern Nevada households.

The Vision for Southern Nevada Strong

The Southern Nevada Strong Regional Plan is the culmination of unprecedented regional collaboration, expert input, and community engagement. Using a wide range of methods for gathering community input, Southern Nevada Strong developed the following 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 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.

The Southern Nevada Strong Regional Plan identifies four main challenges facing the Southern Nevada region in realizing this vision:

Uncoordinated Growth and Disconnected Land Uses;

Economic Volatility and Over-Reliance on Gaming, Tourism and Construction;

Social Disparities and Vulnerable Communities; and

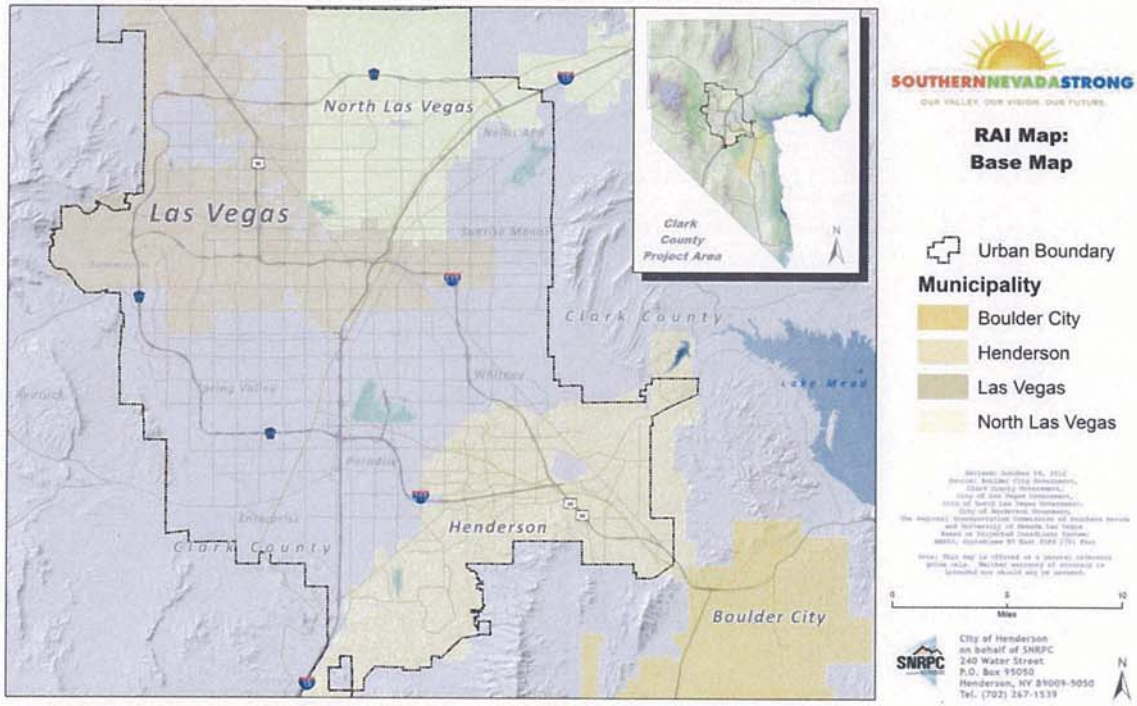
Continued Growth and Changing Demographics.

It is vital that the region has a clear understanding of the status of fair housing in Southern Nevada in order to make the changes necessary to achieve our vision. This report will identify where the region has challenges to fair housing and will make recommendations for change.

2. DEMOGRAPHIC SUMMARY

This Regional Analysis of Impediments to Fair Housing includes unincorporated Clark County and four incorporated jurisdictions: Las Vegas, Henderson, North Las Vegas, and Boulder City as seen in the map below.

Figure 1 Regional jurisdictions: Clark County, Las Vegas, Henderson, North Las Vegas, and Boulder City



Population and Demographics

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. Much of the growth came from retirees and international migration. Since 2000, Clark County's population became slightly older, but is younger than the nation overall. The County has also become more diverse with an increasing share of Hispanics and minority populations. Incomes have not grown much in nominal dollars and poverty levels have increased to be above the national average. Since the recession, homeownership has decreased.

Population Growth

Table 1 shows that Clark County has grown rapidly over the last 20 years. Between 1990 and 2013, the average annual growth rate of the population for Clark County was 4.5%.

- North Las Vegas and Henderson grew much faster than the county over the same period.
- Population growth in the county has slowed since 2010 with an annual average growth rate of 1.3%.

Table 1 Population change, U.S., Nevada, Clark County, and select cities, 1990 to 2012/13

Area	1990	2000	2010	2011	2012	2013	Change 1990 to 2012/13		
							Number	Percent	AAGR
U.S.	248,709,873	281,421,906	308,754,538	311,587,816	313,873,685	316,128,839	67,418,966	27%	1.0%
Nevada	1,201,833	1,998,257	2,700,551	2,720,028	2,754,354	2,790,136	1,588,303	132%	3.7%
Clark County	741,459	1,375,765	1,951,269	1,969,975	1,997,659	2,027,868	1,286,409	173%	4.5%
Las Vegas	258,295	478,434	583,756	589,317	596,424	N/A	338,129	131%	3.9%
North Las Vegas	47,707	115,488	216,961	219,020	223,491	N/A	175,784	368%	7.3%
Henderson	64,942	175,381	257,729	260,068	265,679	N/A	200,737	309%	6.6%
Boulder City	12,567	14,966	15,023	15,166	15,168	N/A	2,601	21%	0.9%
Mesquite	1,871	9,389	15,276	15,423	16,062	N/A	14,191	758%	10.3%

Source: U.S. Census 1990 "General Population Characteristics: Nevada," U.S. Census 2000 SF 1 DP-1, U.S. Census 2010 DP-1, U.S. Census Bureau State and County QuickFacts.
Note: AAGR is average annual growth rate.

Components of Growth

Population in Clark County is projected to increase at an average annual rate of 1.3% between 2013 and 2030. This population increase is much slower than the area experienced over the last 20 years. This is due to two major factors, shown below: (1) slowing in-migration (such as for economic purposes and retirement); and (2) decreasing rate of natural changes due to fewer births to deaths among the existing population.

In-migration

- Clark County is expected to realize overall decreasing rates of in-migration as seen in Table 2, largely due to much lower existing and future rates of economic migration.
- Retired and international migrant growth is expected to increase at an annual rate of 2.8% and 2.6% in Clark County between 2013 and 2030, respectively.
- Economic migration decreased precipitously between 2000 and 2013 to the point there was net out-migration of people within this category in 2013.

Table 2 In-migration population change, Clark County 2000-2030

				Total Change 2000-2013		Total Change 2013-2030	
Variable	2000	2013	2030	Number	AAGR	Number	AAGR
Starting population	1,242,570	1,991,520	2,473,880	748,950	3.7%	482,360	1.3%
Economic Migrants	43,580	(3,460)	1,410	(47,040)		4,870	
Retired Migrants	3,770	4,370	7,040	600	1.1%	2,670	2.8%
International Migrants	3,420	8,240	12,650	4,820	7.0%	4,410	2.6%
Total Migrants	50,590	7,600	21,080	(42,990)	-13.6%	13,480	6.2%

Source: "Population Forecasts: Long-Term Projections for Clark County, Nevada 2013-2050." Center for Business and Economic Research, UNLV. Table A9: Demographics, in addition to the projections for 2010-2050 and 1999-2035.
Note: Total migrants also includes a small "special" migration category, not shown.
Note: Starting population figures differ from Table A-1 population counts due to mid-year counts.
Note: AAGR is average annual growth rate.

Natural Change

- Clark County's population is expected to increase but natural population, as seen in Table 3 is projected to grow at a decreasing rate
- Births outpace deaths but the number of deaths is expected to continue to increase faster than the annual average rate of births in Clark County between 2000 and 2030.

Table 3 Natural population change, Clark County, 2000-2030

				Total Change 2000-2013		Total Change 2013-2030	
Variable	2000	2013	2030	Number	AAGR	Number	AAGR
Starting population	1,242,570	1,991,520	2,473,880	748,950	3.7%	482,360	1.3%
Births	19,850	27,870	31,520	8,020	2.6%	3,650	0.7%
Deaths	9,970	13,800	23,580	3,830	2.5%	9,780	3.2%
Net Natural growth	9,880	14,070	7,940	4,190	2.8%	(6,130)	-3.3%

Source: "Population Forecasts: Long-Term Projections for Clark County, Nevada 2013-2050." Center for Business and Economic Research, UNLV. Table A9: Demographics in addition to the projections for 2010-2050 and 1999-2035.
Note: Starting population figures differ from Table A-1 population counts due to mid-year counts.
Note: AAGR is average annual growth rate.

Demographic trends

Age

Table 4 indicates that overall, Clark County's population is slightly aging, but it is younger than that nation overall. The median age increased only slightly from 34.4 years in 2000 to 36.0 in 2012. North Las Vegas is considerably younger than the county overall, and Henderson is considerably older. Boulder City is not included in the table below, but has a median age of 50, according to U.S. Census ACS 2012 data.

Table 4 Median age, Nation, Clark County, and select cities, 2000-2012

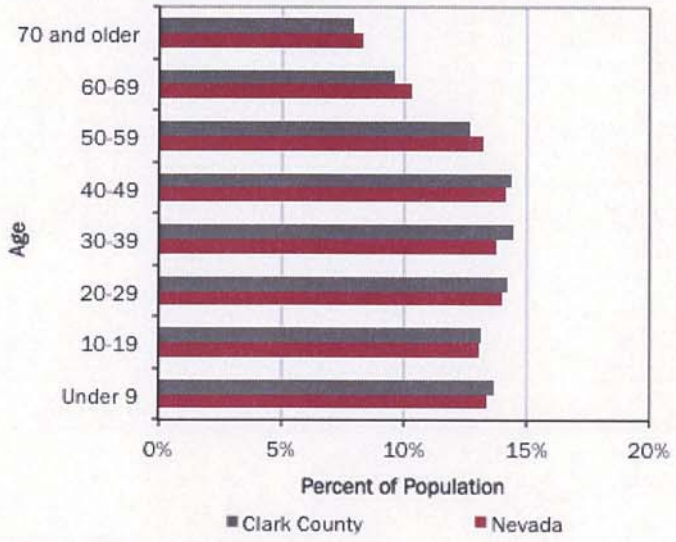
Area	2000	2010	2012
Nation	35.3	37.2	37.4
Clark Co	34.4	35.5	36.0
Las Vegas	34.5	35.9	37.1
North Las Vegas	28.8	30.6	29.5
Henderson	35.9	39.6	41.4

Source: U.S. Census 2000 SF1 DP-1, U.S. Census 2010 SF1 DP-1, U.S. Census ACS 2012 Table B01002.

Figure 2, below, shows us the population distribution by age for Clark County compared to Nevada as a whole in 2012. Population is distributed relatively evenly among the different age groups; no one group composes more than 14% of the total population.

- In 2012, residents aged 65 and older made up 12% of the total population.
- The population group between 25 and 64 years is forecast to grow by 280,000, which represents a smaller growth rate than other age categories. As a result, the share of population in this age category is forecast to decrease from 53% to 48% of the population from 2012 to 2035.

Figure 2 Population by age, Nevada and Clark County, 2012



Source: U.S. Census ACS 2012 Table B01002.

Race

Like America as a whole, Southern Nevada has become more racially diverse over the previous decade. Table 5, below, shows the racial composition of Clark County, Las Vegas, North Las Vegas, Henderson, and Boulder City for 2012 compared with 2000. The increases in minority populations have resulted in the percentage but not the number of Caucasians decreasing. Simply put, the number of minority individuals in Clark County has been rising more quickly than the county's white population.

Table 5 Population by race in 2000 and 2012, Nevada, Clark County, and select cities

	2000				2012*			
Area	Caucasian	African American	Asian	All Other Races	Caucasian	African American	Asian	All Other Races
Clark Co	71.6%	9.1%	5.3%	14.0%	64.5%	10.7%	9.0%	15.8%
Las Vegas	69.9%	10.4%	4.8%	14.9%	67.2%	10.4%	6.1%	16.3%
North Las Vegas	55.9%	19.0%	3.2%	21.9%	47.9%	20.5%	6.0%	25.6%
Henderson	84.5%	3.8%	4.0%	7.7%	80.1%	5.5%	7.4%	7.0%
Boulder City	94.5%	0.7%	0.7%	4.1%	93.9%	0.4%	3.1%	2.6%

Source: U.S. Census 2000 SF1 Table DP-1, U.S. Census ACS 2012 Table DP05, and U.S. Census ACS 2008-2012 Table DP05.
*2012 data for Clark County, Las Vegas, North Las Vegas and Henderson is from the ACS 1-year estimates while data for Boulder City reflects ACS 5 year estimates (2008-2012)

Figure 3 Minority Population per Acre

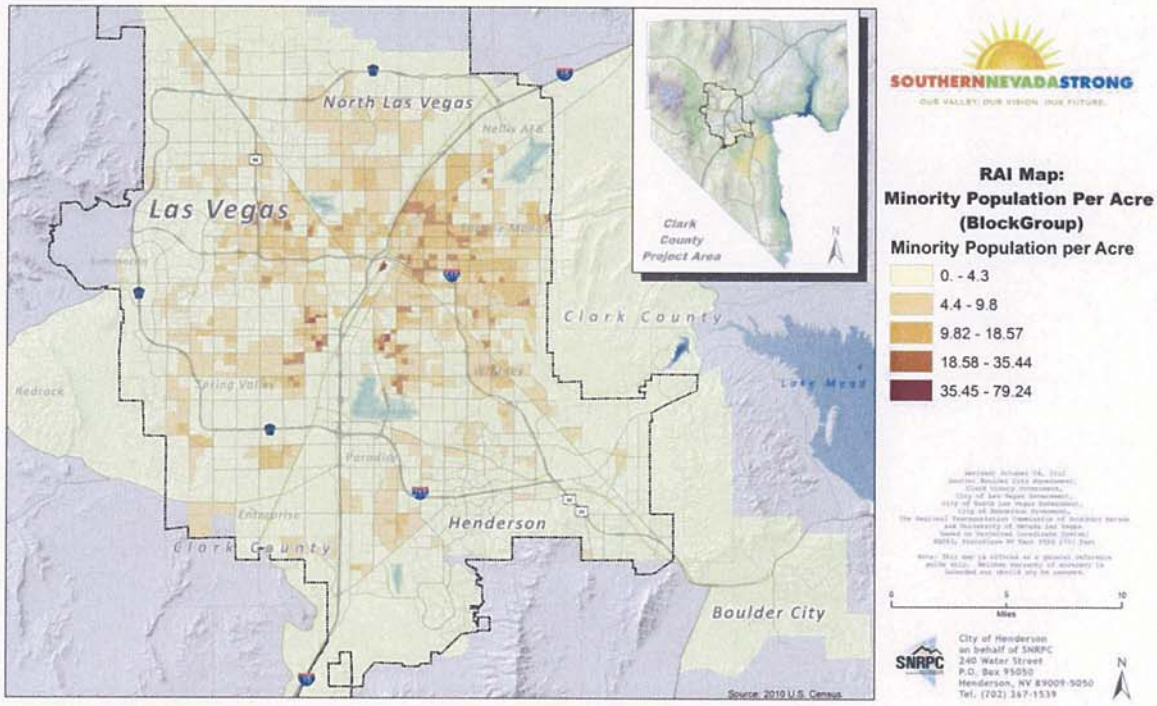


Figure 3 indicates the areas of heavier minority population for all of Clark County. It is similar in concentration to Figure 8, seen under the Income section, which pinpoints the areas of population which live under the poverty level. Figure 3 indicates the proportion of the population that all minorities constitute for all of Clark County. While Clark County's urban core, which is centered around Las Vegas, is quite racially and ethnically diverse, Figure 3 shows that some severe concentrations exist and that racial and ethnic diversity is not uniform throughout the county's urban core. As of 2010, minorities as a whole lived in the vast majority of the county's urban core.

Figure 3 also shows some substantial concentrations of minorities in the southern and eastern neighborhoods of North Las Vegas as well as in the eastern part of Las Vegas and in unincorporated Clark County east of North Las Vegas and south of Las Vegas. Many of these concentrations have become more intense and more widespread since 2000.

Table 6 Racial and Hispanic Composition of Clark County: 1990-2010

Year	White	African American	Asian	All Other Reported Races	Multiple Races	Hispanic of Any Race
1990	81.3%	9.5%	3.5%	5.9%	N/A	10.9%
2000	71.6%	9.1%	5.3%	9.9%	4.2%	22.0%
2010	60.9%	10.5%	8.7%	14.9%	5.1%	29.1%

The percentages for racial groups in a row do not add up to 100 percent due to rounding.
Sources: 1990, 2000 and 2010: *U.S. Census.* 1990: *1990 Census of Population Social and Economic Characteristics, Nevada*, Tables 6 and 7. 2000: *Profiles of General Demographic Characteristics, Nevada,* Table DP-1, 2010: *2010 Census of Population and Housing, Nevada 2010*, Tables 4. https://www.census.gov/prod/www/decennial.html

Table 6 shows us that Clark County has become dramatically more diverse over the past twenty years. While the percentage of the population that is Caucasian has decreased almost by 20%, all other races and Hispanics of any race have increased. The African American percentage has only increased a small amount, but the Asian and all other races categories have more than doubled, while the Hispanic category has almost tripled.

Las Vegas, as seen in Table 7, continues to be one of the two most racially and ethnically diverse cities in Clark County, although the City is divided into several separate and unequal racial, ethnic and economic neighborhoods as seen in the map in Figure 3.

Table 7 Racial and Hispanic Composition of Las Vegas: 1990-2010

Year	White	African American	Asian	All Other Reported Races	Multiple Races	Hispanic of Any Race
1990	78.4%	11.4%	3.6%	6.5%	N/A	12.1%
2000	69.9%	10.4%	4.8%	10.8%	4.1%	23.6%
2010	62.1%	11.1%	6.1%	15.8%	4.9%	31.5%

The percentages for racial groups in a row do not add up to 100 percent due to rounding.
Sources: 1990, 2000 and 2010: *U.S. Census.* 1990: *1990 Census of Population Social and Economic Characteristics, Nevada*, Tables 6 and 7. 2000: *Profiles of General Demographic Characteristics, Nevada,* Table DP-1, 2010: *2010 Census of Population and Housing, Nevada 2010*, Tables 4. https://www.census.gov/prod/www/decennial.html

Henderson, as seen in Table 8, is becoming more racially and ethnically diverse, however there are no intense concentrations of minority residents in Henderson as seen in the map. Overall, the proportions of African American, Asian, and Hispanic households are a bit less than would be expected in a genuinely free housing market where income is the predominant determinant of who lives in a city.

Table 8 Racial and Hispanic Composition of Henderson: 1990 –2010

Year	White	African American	Asian	All Other Reported Races	Multiple Races	Hispanic of Any Race
1990	91.5%	2.7%	2.1%	3.8%	N/A	7.9%
2000	84.5%	3.8%	4.0%	4.3%	3.5%	10.7%
2010	76.9%	5.1%	7.2%	6.0%	4.8%	14.9%

The percentages for racial groups in a row do not add up to 100 percent due to rounding.
Sources: 1990, 2000 and 2010: *U.S. Census.* 1990: *1990 Census of Population Social and Economic Characteristics, Nevada,* Tables 6 and 7. 2000: *Profiles of General Demographic Characteristics, Nevada,* Table DP-1, 2010: *2010 Census of Population and Housing, Nevada 2010,* Tables 4. https://www.census.gov/prod/www/decennial.html

North Las Vegas's minority composition is broken down in table 9. The in-migration of Caucasians, Asians and Hispanics accounts for the huge population growth North Las Vegas has experienced since 1990. The actual number of African Americans did not fall during the decade but the proportion declined due to the population growth of the other groups.

Table 9 Racial and Hispanic Composition of North Las Vegas: 1990-2010

Year	White	African American	Asian	All Other Reported Races	Multiple Races	Hispanic of Any Race
1990	45.1%	37.4%	2.3%	15.2%	N/A	21.7%
2000	55.9%	19.0%	3.2%	17.1%	4.7%	37.6%
2010	47.4%	19.9%	6.3%	20.6%	5.8%	38.8%

The percentages for racial groups in a row do not add up to 100 percent due to rounding.
Sources: 1990, 2000 and 2010: *U.S. Census.* 1990: *1990 Census of Population Social and Economic Characteristics, Nevada,* Tables 6 and 7. 2000: *Profiles of General Demographic Characteristics, Nevada,* Table DP-1, 2010: *2010 Census of Population and Housing, Nevada 2010,* Tables 4. https://www.census.gov/prod/www/decennial.html

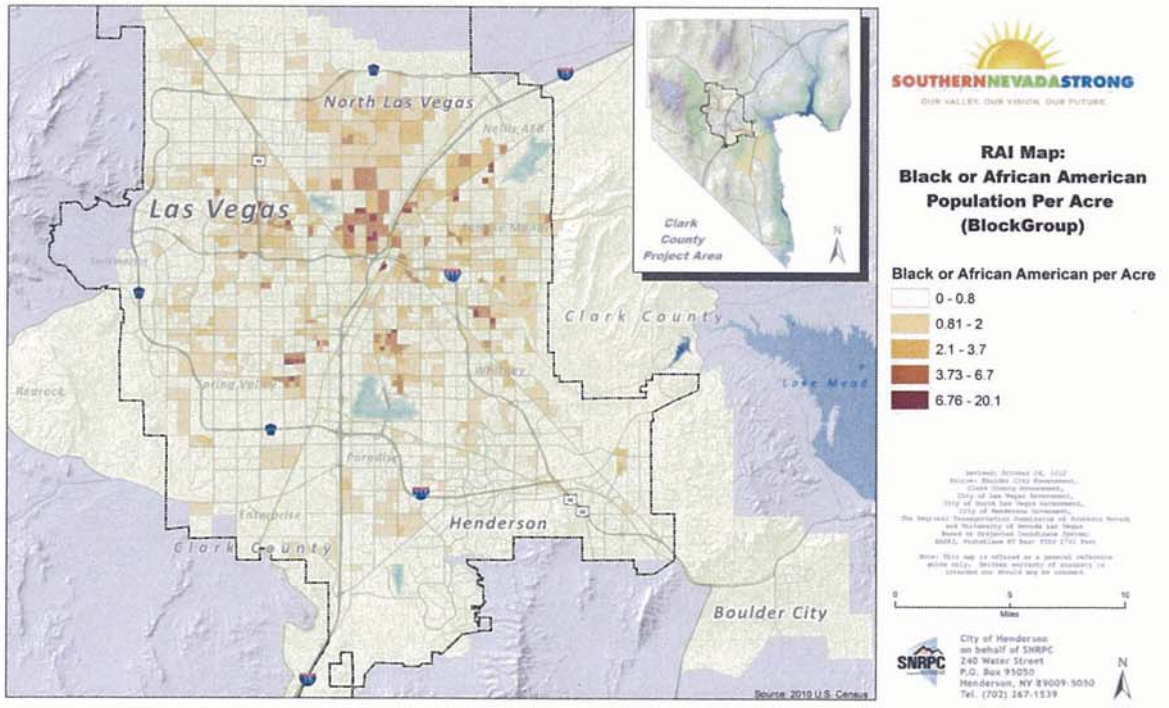
Boulder City is not as diverse as Clark County, North Las Vegas, Las Vegas, or Henderson, as seen in Table 10. As of 2010, Boulder City remained a virtually all-Caucasian community with a small Hispanic population and very few residents who are African American, Asian, multi-racial, or of any other race. Boulder City was created as an all-Caucasian community over 80 years ago, a legacy that can be overcome only through deliberate public and private sector policies and practices to affirmatively further fair housing choice.

Table 10 Racial and Hispanic Composition of Boulder City: 1990-2010

Year	White	African American	Asian	All Other Reported Races	Multiple Races	Hispanic of Any Race
1990	97.0%	0.4%	1.2%	1.4%	N/A	3.7%
2000	94.5%	0.7%	0.7%	2.2%	1.9%	4.3%
2010	92.3%	0.9%	1.1%	2.7%	0.3%	7.1%

The percentages for racial groups in a row do not add up to 100 percent due to rounding.
Sources: 1990, 2000 and 2010: *U.S. Census*. 1990: *1990 Census of Population Social and Economic Characteristics, Nevada*, Tables 6 and 7. 2000: *Profiles of General Demographic Characteristics, Nevada*, Table DP-1, 2010: *2010 Census of Population and Housing, Nevada 2010*, Tables 4. https://www.census.gov/prod/www/decennial.html

Figure 4 Minority African American Population per acre.



As Figure 4 shows, the region's African American population is heavily concentrated in North Las Vegas east of Rancho and south of Cheyenne. The heavy concentration continues south of North Las Vegas in adjacent Las Vegas neighborhoods. The African American population is not spread throughout most of Clark County's urban core. The levels of concentration and segregation in housing appear to be substantially more intense for African Americans in all of Clark County than in other minorities. In addition, less than one percent of the population of Boulder City was African American in 2000.

Ethnicity

Table 11, below, shows the ethnic composition for Clark County, Las Vegas, North Las Vegas, Henderson, and Boulder City. Clark County has become increasingly diverse since 2000, with Hispanics making up the largest minority ethnicity composing almost 30% of the total population in 2012.

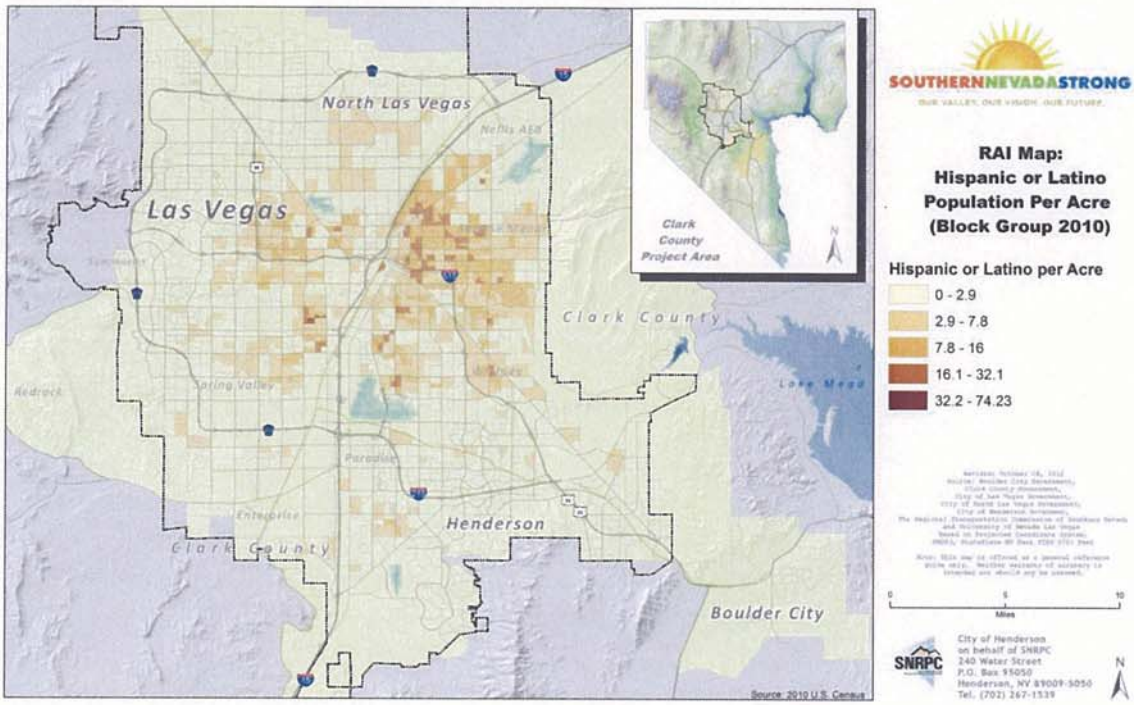
- Between 2000 and 2012 the number of Hispanics increased at an average annual growth rate of 5.8%, faster than the County's overall rate of 3.2% for the same period.
- North Las Vegas had a majority population composed of minority groups by 2012.

Table 11 Population by ethnicity in 2000 and 2012, Nevada, Clark County, and select cities

	2000			2012*		
Area	White Alone	Ethnic Minority	Hispanic or Latino of any Race	White Alone	Ethnic Minority	Hispanic or Latino of any Race
Clark Co	71.6%	28.4%	22.0%	64.5%	35.5%	29.8%
Las Vegas	69.9%	30.1%	23.6%	67.2%	32.8%	32.8%
North Las Vegas	55.9%	44.1%	37.6%	47.9%	52.1%	37.9%
Henderson	84.5%	15.5%	10.7%	80.1%	19.9%	14.7%
Boulder City	91.9%	8.1%	4.3%	89.9%	10.1%	5.9%

Source: U.S. Census 2000 SF3 Table DP-1, U.S. Census ACS 2012 Table DP05, and U.S. Census ACS 2008-2012 Table DP05.
*2012 data for Clark County, Las Vegas, North Las Vegas and Henderson is from the ACS 1-year estimates while data for Boulder City reflects ACS 5 year estimates (2008-2012)

Figure 5 Minority Hispanic Population per acre.



Within the county's urban core the geographic distribution of minority groups is not uniform. Figure 5 reveals that while the county's Hispanic population is spread out, there are some substantial concentrations in the eastern portion of North Las Vegas and adjacent Las Vegas and adjacent unincorporated Clark County. Hispanic residents live largely on the east side of the urban core.

The minority population maps show rather serious concentrations of minorities in the east end of Las Vegas and south end of North Las Vegas, as well as the adjacent areas of unincorporated Clark County, However, all of these are not necessarily racially– or ethnically–segregated neighborhoods. As can be seen in the Free Market Analysis™ in Chapter 4, some of these tracts have a racial and/or Hispanic composition that would be expected in a free market that is not distorted by housing discrimination. Some though, may be due to private and/or public sector practices that distort the free housing market.

Foreign Born

The foreign born population composes almost 22% of Clark County's population, as seen in Table 12, below.

- The foreign born population has steadily increased between 2000 and 2012 with an average annual growth rate of 4.8%.
- Henderson realized the highest rate of growth in foreign born population, but has the lowest proportion of foreign born residents to total population.

Table 12 Population by place of birth 2000 and 2012, Nevada, Clark County, and select cities

Area	2000			2012*			Foreign Born Change 2000-2012*	
	Pop	Foreign Born	% Foreign Born	Pop	Foreign Born	% Foreign Born	Number	AAGR
Nevada	1,998,257	316,593	15.8%	2,754,354	530,590	19.3%	213,997	4.4%
Clark Co	1,375,765	247,751	18.0%	1,997,659	436,037	21.8%	188,286	4.8%
Las Vegas	478,434	90,656	18.9%	596,424	125,075	21.0%	34,419	2.7%
North Las Vegas	115,488	28,948	25.1%	223,491	51,251	22.9%	22,303	4.9%
Henderson	175,381	14,678	8.4%	265,679	32,696	12.3%	18,018	6.9%
Boulder City	14,966	478	3.2%	15,194	467	3.1%	-11	-0.2%

Source: U.S. Census 2000 SF3 Table DP-2, U.S. Census ACS 2012 Table DP02, and U.S. Census ACS 2008-2012 Table DP02.
*2012 data for Clark County, Las Vegas, North Las Vegas and Henderson is from the ACS 1-year estimates while data for Boulder City reflects ACS 5 year estimates (2008-2012)

Disability Status

Table 13 shows the number of residents with disability status for Clark County, Las Vegas, North Las Vegas, Henderson, and Boulder City, compared with the state of Nevada in 2012. For all jurisdictions other than North Las Vegas, the percentage has increased since 2000.

Table 13 Disability status for the civilian non-institutionalized population 5 years and over, 2000 and 2012, Nevada, Clark County, and selected cities

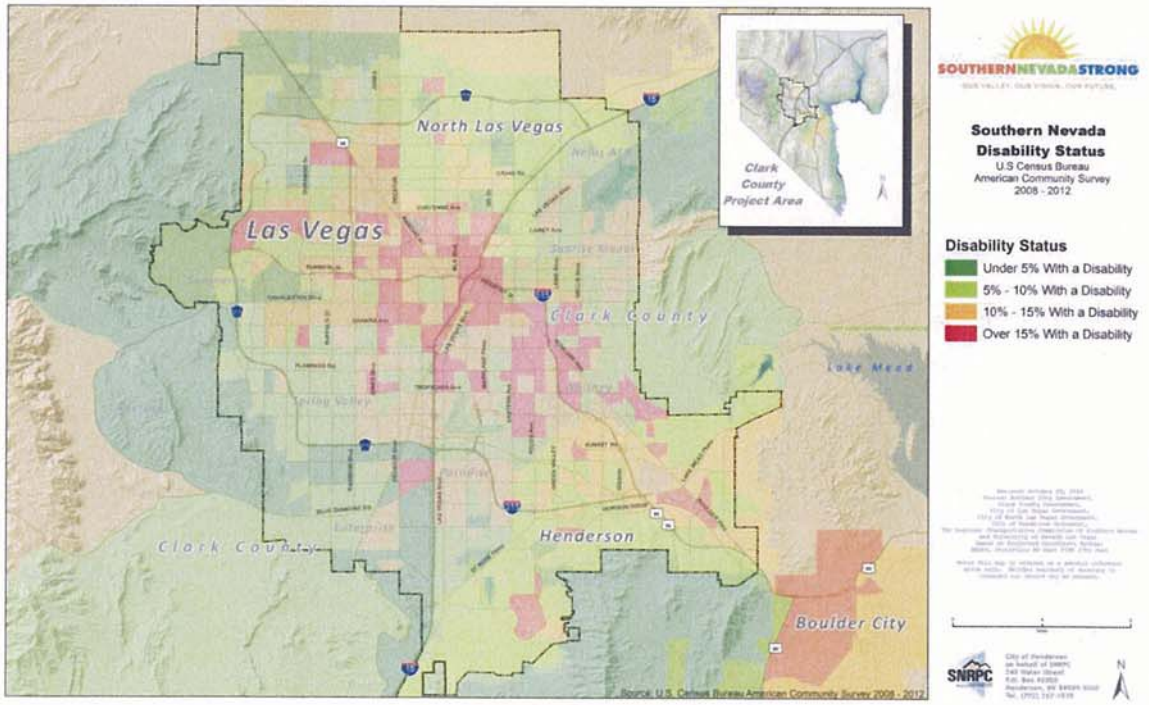
Area	2000		2012*	
	Disability status, civilian non-institutionalized population 5 years and older	% with a disability	Disability status, civilian non-institutionalized population 5 years and older	% with a disability
Nevada	375,910	10.3%	328,715	12.9%
Clark Co	264,470	10.5%	232,068	12.6%
Las Vegas	96,564	11.1%	75,587	13.8%
North Las Vegas	21,330	10.5%	20,450	10.2%
Henderson	26,262	8.1%	27,796	11.1%
Boulder City	2,761	9.7%	2,147	14.9%

Source: U.S. Census 2000 SF4 Table QT-P21, U.S. Census 2012 Table S1810, and U.S. Census 2008-2012 Table S1810. *2012 data for Clark County, Las Vegas, North Las Vegas and Henderson is from the ACS 1-year estimates while data for Boulder City reflects ACS 5 year estimates (2008-2012)

Figure 6 shows that people with disability status live throughout Southern Nevada. As our population ages, Southern Nevada can only expect for the number of disabled residents to increase. As these numbers increase, it will be increasingly important to examine the housing opportunities, transportation options, and improvement plans for physical access for those with disabilities and to ensure that efforts are made to address fair housing.

The locations in Figure 6 show several different scenarios for location choice for disabled residents in Southern Nevada. Some of the darker red areas (areas with over 15% disability status rates) are in areas popular with large concentrations of senior residents, including the Anthem area of Henderson (with several age restricted communities) and the Summerlin area of Las Vegas (also with an age restricted community). A second area of red surrounds the Las Vegas medical district, a large medical community of West Las Vegas, bounded by Charleston Blvd and Alta Drive, west of I-15. This area serves a large medical community of hospitals, medical clinics, and ancillary services, and would naturally welcome a large community in need of medical services. The third area of dark red mirrors the low-income urban core area of Southern Nevada. This area has the lowest income rental units and housing accommodations as well as the most accessible transit and for that reason may be a reason more disabled residents, especially those with a fixed income, locate in this area.

Figure 6 Locations of residents with disability status



Income and Poverty

Median income in Clark County has not kept up with national trends. In 2000 the median income for all of Clark County was above the national median, but by 2012, the median income had fallen below the national median. Table 14 shows the median income and percent of individuals below the poverty level for 2000 and 2012. Figure 7 shows how the income levels are distributed across the Southern Nevada region.

- The percent of the population in poverty has also increased in Clark County and its major cities, and (at 16.4%) is higher than the national average.
- Las Vegas has the lowest median incomes, and North Las Vegas has the highest levels of poverty.
- The median income for Caucasian workers was roughly 40% higher than African American and Hispanic workers for Clark County in 2011.
    - In Clark County for 2011, the median income for a Caucasian employee was $53,768 compared to $39,096 for Hispanics and $37,107 for African Americans.

Table 14 Median income for households and percent of individuals below poverty level 2000 and 2012, Nevada, Clark County as a whole and select cities

Area	2000		2012*		Median Income Change 2000-2012*	
	Median Income	% Poverty	Median Income	% Poverty	Number	AAGR
Nation	$ 41,994	12.4%	$ 51,371	15.9%	$ 9,377	1.7%
Clark Co	$ 44,616	10.8%	$ 49,546	16.4%	$ 4,930	0.9%
Las Vegas	$ 44,069	11.9%	$ 47,415	17.6%	$ 3,346	0.6%
North Las Vegas	$ 46,057	14.8%	$ 49,586	19.7%	$ 3,529	0.6%
Henderson	$ 55,949	5.6%	$ 61,404	8.8%	$ 5,455	0.8%
Boulder City	$ 50,523	6.7%	$ 59,842	9.7%	$ 9,319	1.4%

Source: U.S. Census 2000 SF3 Table DP-3, U.S. Census ACS 2012 Table DP03, and U.S. Census ACS 2008-2012 Table DP03.*2012 data for Clark County, Las Vegas, North Las Vegas and Henderson is from the ACS 1-year estimates while data for Boulder City reflects ACS 5 year estimates (2008-2012)

Figure 7 Median Household Income

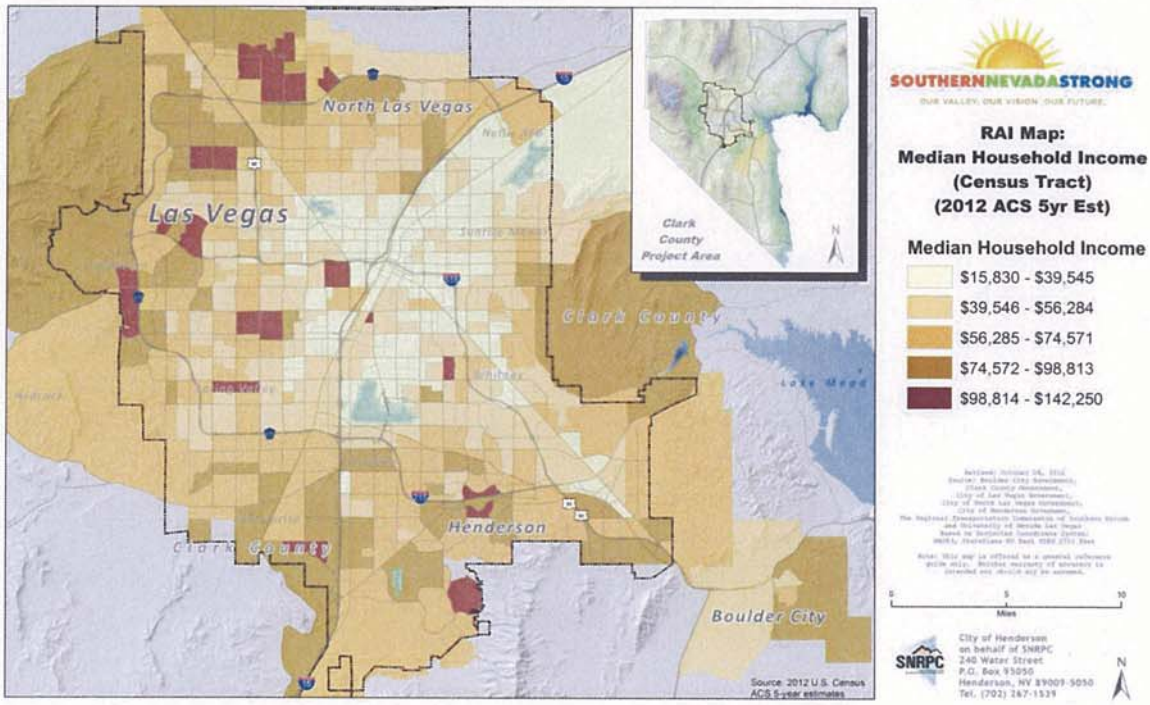


Figure 8 shows where the residents of Clark County who fall under the 150% below poverty line live. It is important to note that it is similar to Figure 3, which shows where the largest minority populations live. The largely Hispanic eastern neighborhoods as well as the large African American communities surrounding the intersection of US-95 and I-15 are disproportionately affected with poverty.

Figure 8 Residents Living under the Poverty Level in Southern Nevada

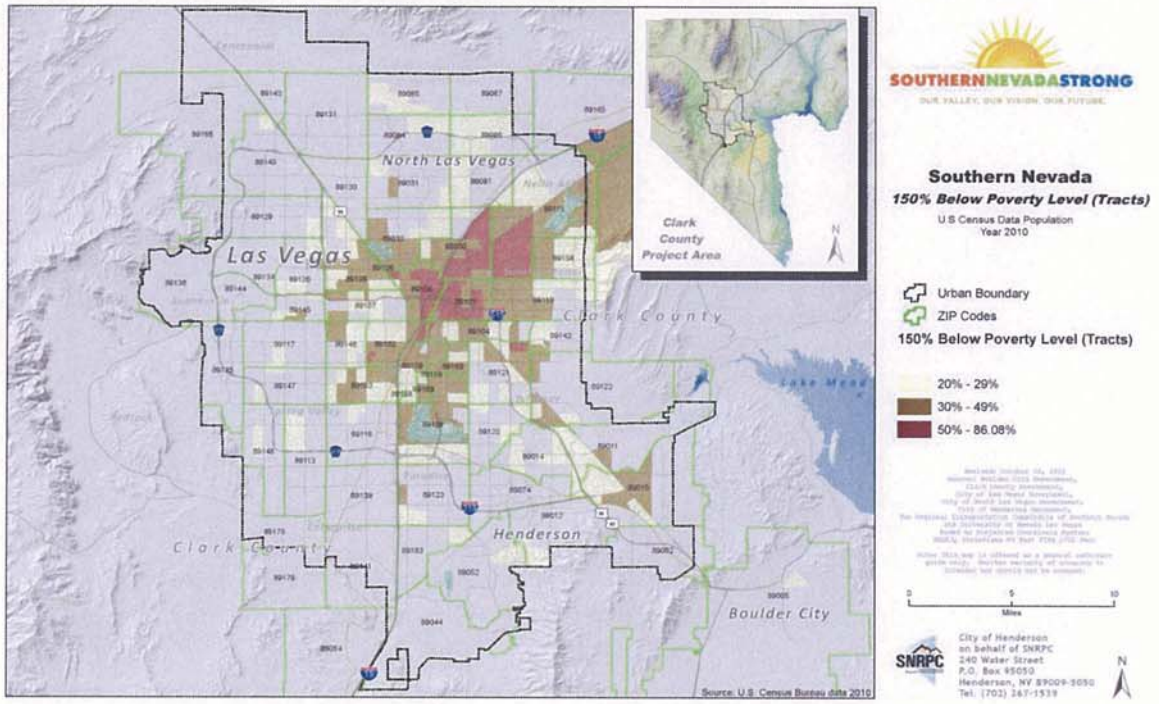
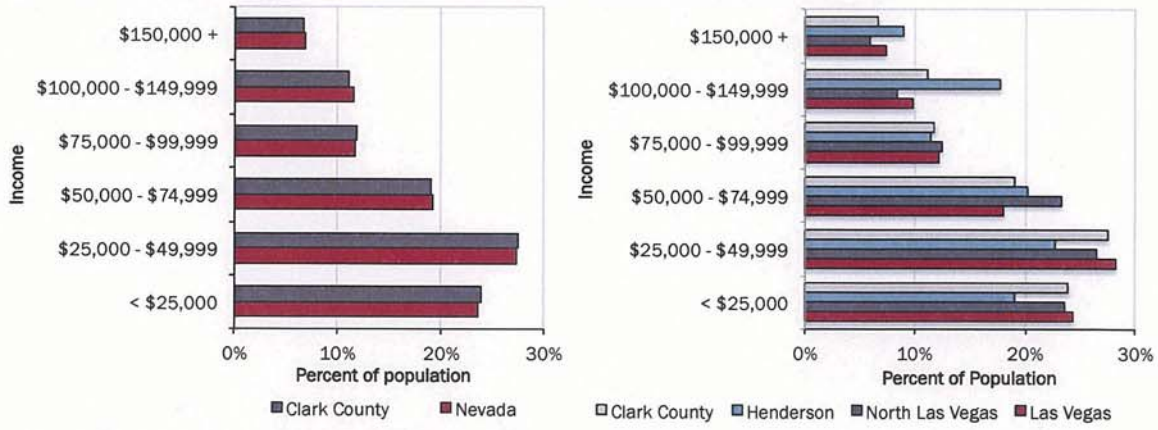


Figure 9 Household income in 2011, Nevada, Clark County, and select cities



Source: American Community Survey 2011 B19001.

Figure 9 shows the distribution of income throughout Clark County for 2011. The graph indicates that a wider proportion of higher level incomes are for residents of Henderson, while Clark County, North Las Vegas, and Las Vegas share a larger proportion of the lower income residents.

Forecasts for regional changes in income

Tables 15 and 16 show the forecast for income and expenditures and change in per capita income for Clark County over the next twenty years. Based on those forecasts, the following conclusions have been made:

- Growth in personal income will result in increases in disposable income and more money available for housing expenditures. During the 1990s and early 2000s, housing costs outpaced income growth. By 2011, income growth and change in housing cost over the last decade had evened out, with income keeping pace with housing cost.
- It is unclear whether housing prices will grow at a similar rate as personal income over the next two decades or whether, similar to the pattern that created the housing bubble, housing prices will outpace change in personal income.
- Younger households and Hispanic households generally have lower incomes than older, white households. These households may struggle to afford ownership costs, unless their incomes increase to closer to the County averages.

Table 15 Forecast of income and expenditures, 2005 dollars, Clark County, 2012 and 2035

			Change 2012 to 2035		
Income and Expenditures	2012	2035	Number	Percent	AAGR
Personal Income (Billions USD)	$77.76	$288.10	$210.33	270%	5.86%
Taxes	*$6.45*	*$28.53*	*$22.08*	*342%*	6.68%
Disposable Personal Income	*$71.31*	*$259.57*	*$188.26*	*264%*	5.78%
Real Personal Income (Billions USD)	$66.36	$138.06	$71.70	108%	3.24%
with housing price	*$69.08*	*$142.00*	*$72.91*	*106%*	3.18%
PCE Price Index	$117.19	$208.68	$91.49	78%	2.54%
with housing price	*$112.57*	*$202.89*	*$90.32*	*80%*	2.59%
Real Disposable Personal Income (Billions USD)	$60.85	$124.39	$63.54	104%	3.16%
with housing price	*$63.35*	*$127.94*	*$64.59*	*102%*	3.10%

Source: Population Forecast: Long-term Projections for Clark County, Nevada 2012-2050; Calculations by ECONorthwest

Table 16 Forecast of change in per capita income, 2005 dollars, Clark County, 2012 and 2035

			Change 2012 to 2035		
Per Capita Income	2012	2035	Number	Percent	AAGR
Real Personal Income (Billions USD)	$66.36	$138.06	$71.70	108%	3.24%
Population	1,982,000	2,848,000	866,000	44%	1.59%
Real Income Per Capita (USD)	$33,479	$48,474	$14,995	45%	1.62%

Source: Population Forecast: Long-term Projections for Clark County, Nevada 2012-2050; Per Capita calculation by ECONorthwest

Median income and poverty status by protected class and jurisdiction

Table 17 below, shows the median income and poverty status for Caucasians, African Americans, Asians, other races, Hispanics, residents with disability status and households with female heads of household. Asians and Caucasians have the largest median income and lowest percentage below poverty level and disabled residents and households with female heads of households have the lowest median income. The households with a female head of household are by far the largest percentage living in poverty.

Table 17 Median income and poverty status for Clark County in total

Protected Class Designation	Median Income	Percent Below Poverty Level
White Alone *not a protected class	$ 56,577	13%
Black Alone	$ 40,959	22%
Asian Alone	$ 62,207	9%
Other Race	$ 48,619	19%
Hispanic or Latino	$ 44,719	21%
With Disability	$ 31,136	18%
Households With Female Head of Household	$ 32,976	27%
Total	**$ 54,218**	**14%**

Source: United States Census Bureau American Community Survey, 2008-2012

This pattern is also seen in the individual jurisdictions, Tables 18 – 20, of Las Vegas, North Las Vegas and Henderson. In all of these jurisdictions, the African American category has the lowest median income and highest percentage below the poverty level of all the races. The disabled category shares a low median income with female head of households, however, does not have as high a percentage below poverty level, probably due to public financial assistance for the disability. Henderson is the only one of these jurisdictions to not have female heads of households as the largest percentage below poverty (African American holds this designation in Henderson).

Table 18 Median income and poverty status for Las Vegas

Protected Class Designation	Median Income	Percent Below Poverty Level
White Alone *not a protected class	$ 55,793	14.2%
Black Alone	$ 36,807	24.2%
Asian Alone	$ 58,331	10.2%
Other Race	$ 44,145	23.1%
Hispanic or Latino	$ 42,711	24.0%
With Disability	$ 24,887	19.5%
Households With Female Head of Household	$ 32,077	28.5%
Total	**$ 52,601**	**16.2%**

Source: United States Census Bureau American Community Survey, 2008-2012

Table 19 Median income and poverty status for North Las Vegas

Protected Class Designation	Median Income	Percent Below Poverty Level
White Alone *not a protected class	$ 58,735	15.3%
Black Alone	$ 45,942	17.4%
Asian Alone	$ 72,045	8.3%
Other Race	$ 54,353	16.0%
Hispanic or Latino	$ 47,483	23.1%
With Disability	$ 26,017	20.2%
Households With Female Head of Household	$ 35,144	27.3%
Total	**$ 55,466**	**15.4%**

Source: United States Census Bureau American Community Survey, 2008-2012

Table 20 Median income and poverty status for Henderson

Protected Class Designation	Median Income	Percent Below Poverty Level
White Alone *not a protected class	$ 67,878	7.7%
Black Alone	$ 50,674	22.6%
Asian Alone	$ 64,968	8.6%
Other Race	$ 59,786	10.2%
Hispanic or Latino	$ 57,108	11.8%
With Disability	$ 26,458	12.5%
Households With Female Head of Household	$ 41,292	16.1%
Total	**$ 66,141**	**8.9%**

Source: United States Census Bureau American Community Survey, 2008-2012

In Boulder City, the data is more difficult to decipher due to the small numbers of actual residents who fit into some of the categories. The Caucasians have a remarkably higher median income than any other category, but they also make up the majority of the city. Thirty percent of the Hispanics in Boulder City are below the poverty level and regardless of race, households with female heads of household have a much smaller median income.

Table 21 Median income and poverty status for Boulder City

Protected Class Designation	Median Income	Percent Below Poverty Level
White Alone *not a protected class	$ 60,815	9.5%
Black Alone	**	100.0%
Asian Alone	$ 29,583	0.0%
Other Race	**	6.7%
Hispanic or Latino	$ 27,500	30.3%
With Disability	**	**
Households With Female Head of Household	$ 37,352	**
Total	**$ 59,842**	**9.7%**

Source: United States Census Bureau American Community Survey, 2008-2012** Data is too small to report as valid

Comparison to other jurisdictions

The Southern Nevada region boasts an increasingly diverse population with about 31 percent of its population in 2012 as foreign-born. 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 a large growth in the share of foreign-born residents. This certainly contributes to the diversity found in Southern Nevada, especially as compared to other areas in the state.

The majority of Nevada is rural and unpopulated with two exceptions, the Las Vegas Valley in the very southern part of the state and the Reno-Washoe County area in the very northern section of the state. This stark contrast between metropolitan area and uninhabited desert make it unique compared with most other states around the Country. Reno-Washoe County is not nearly as large in population as Southern Nevada which makes it difficult to use as a demographic comparison, however, it is the only other area with any concentration of population within the state.

The following section looks at the two areas, Southern Nevada and Reno-Washoe County, for comparisons noting those limitations, and also analyzes the greater Phoenix area, since it is also located in Southwest section of the country and although larger than Las Vegas, has similar demographics in race and ethnicity.

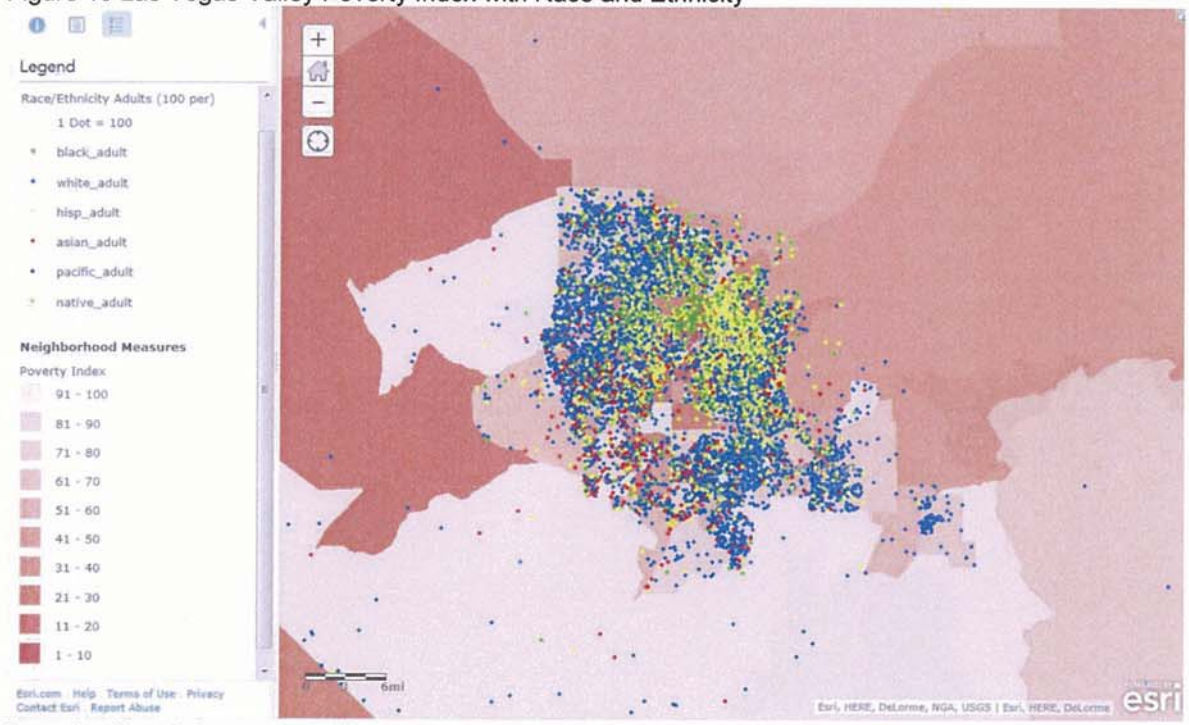
Table 22 Population by race and ethnicity for Southern Nevada, Reno-Washoe County and the greater Phoenix metropolitan area

	Las Vegas-Paradise MSA	Reno-Washoe MSA	Phoenix MSA
Total Estimated Population, 2013	*2,027,868*	*433,612*	*4,329,534*
Population, percent change, April 1, 2010 to July 1, 2013	3.9%	1.9%	3.3%
White alone, percent, 2010	60.9%	77.0%	73.0%
Black or African American alone, percent, 2010	10.5%	2.3%	5.0%
Asian alone, percent, 2010	8.7%	5.1%	3.3%
Other Race, percent, 2010	19.9%	15.6%	18.7%
Hispanic or Latino, percent, 2010	29.1%	22.1%	29.5%
Not Hispanic or Latino, percent, 2010	70.9%	77.9%	70.5%
Median Age, 2010	35.5	37.2	34.8

Source: U.S. Census Bureau

Table 22 indicates that along with having higher populations, Las Vegas and Phoenix have also had the largest population increase from 2010 – 2013. Las Vegas has the lowest percentage of Caucasians at almost 61% compared to 77% for Reno and 73% for Phoenix. Las Vegas has the highest African American percentage at 10.5% compared to 2.3% for Reno and 5.0% for Phoenix. Las Vegas also has the highest percentage of Asian population and Other Race. For ethnicities, Las Vegas and Phoenix both have 29% of their population as Hispanic or Latino, while Reno has a 22% Hispanic population. Las Vegas' median age is between Phoenix's 34.8 and Reno's 37.2. The US median age for that year was 37.2.

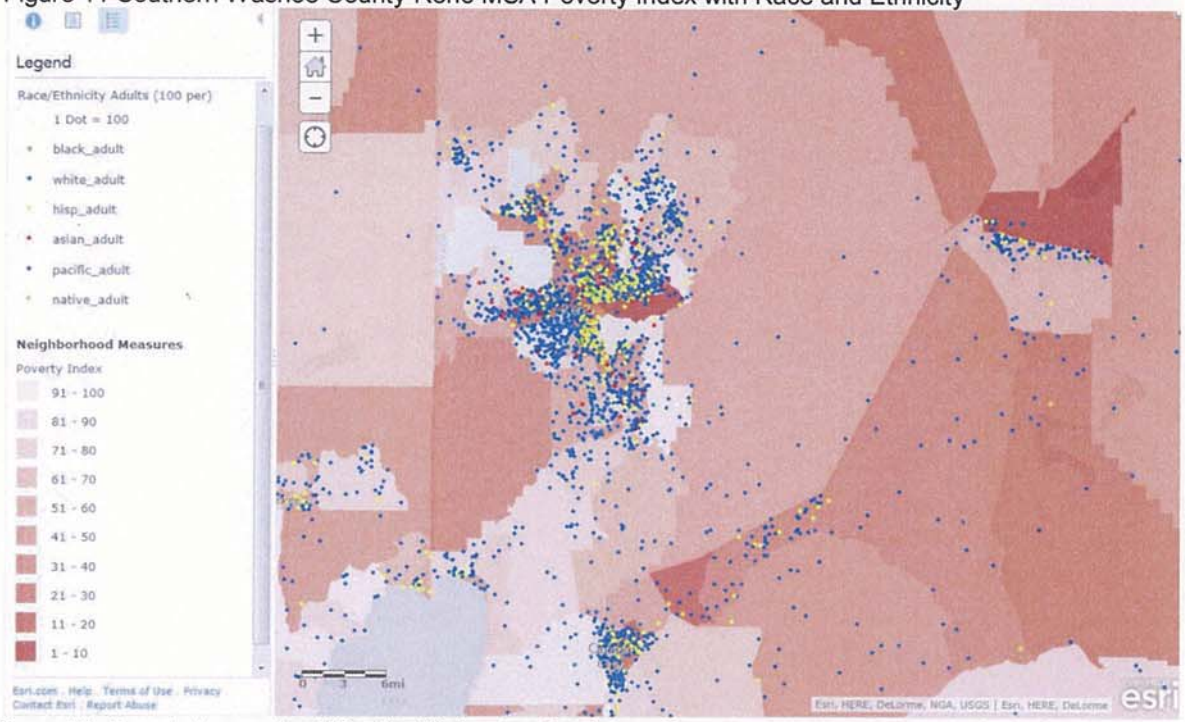
Figure 10 Las Vegas Valley Poverty Index with Race and Ethnicity



Source:http://www.huduser.org/portal/Sustainability/grantees/data.htm

Figure 10 shows the poverty index (lighter colors correspond to more poverty) for the Southern Nevada region, along with the race and ethnicity population. There are more yellow dots, corresponding to Hispanic residents in the northeast section of the region and more blue dots corresponding to Caucasian residents in the southern areas and northwest areas. This is discussed further in this document, but it is also worth noting that the green and red dots African American and Asian residents, are somewhat distributed more evenly throughout the Valley, although there is a noticeable concentration in the north central areas for the African American population.

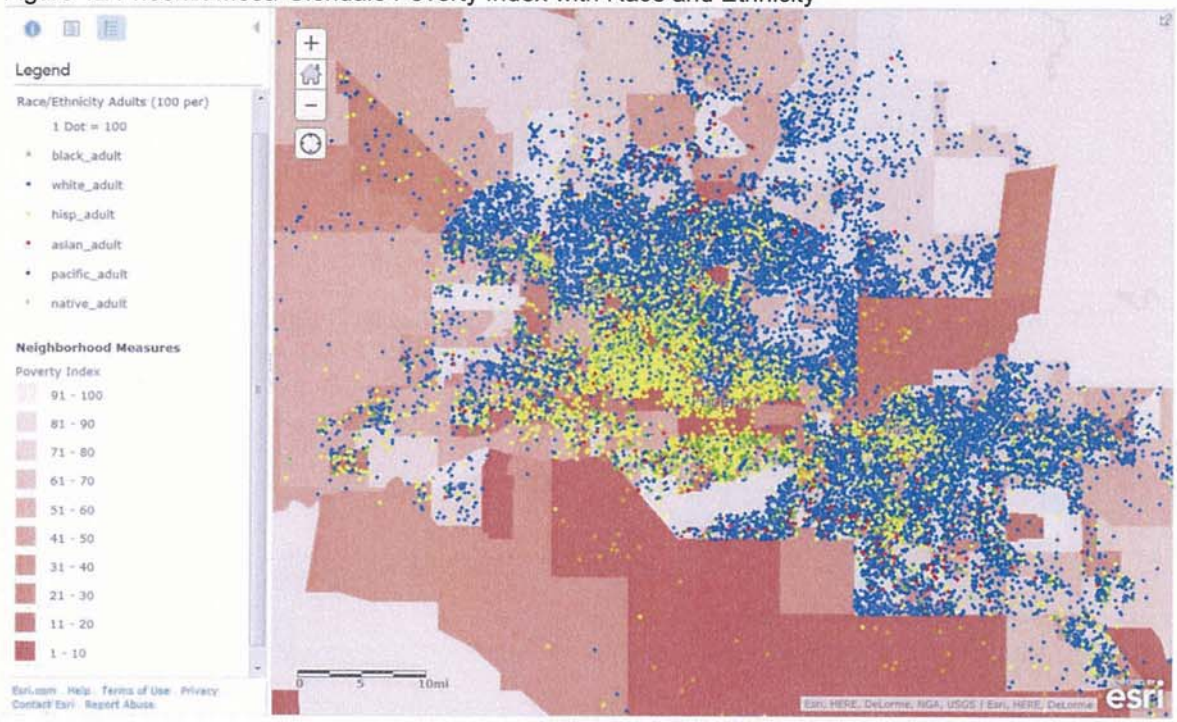
Figure 11 Southern Washoe County-Reno MSA Poverty Index with Race and Ethnicity



Source:http://www.huduser.org/portal/Sustainability/grantees/data.htm

Figure 11 shows the poverty index along with the race and ethnic populations for southern Washoe County and the greater Reno area. The concentration of the Caucasian population is spread somewhat evenly throughout the region, however, the Hispanic and African American population seem to be concentrated in the core areas of Reno. The Asian seems to be fairly evenly spread throughout.

Figure 12 Phoenix-Mesa-Glendale Poverty Index with Race and Ethnicity



Source:http://www.huduser.org/portal/Sustainability/grantees/data.htm

Figure 12 shows the poverty index with race and ethnic populations for the greater Phoenix area. Although the population is greater, it seems more ethnically concentrated than the Southern Nevada area. The Hispanic population is very heavily concentrated in the Phoenix urban core as well as the Mesa urban core. The Caucasian population begins at the fringes of each and continues outward (notably to the north of greater Phoenix and the south and east of Mesa). The African American and Asian populations do not seem as concentrated and are more evenly spread out than the Hispanic residents.

Table 23 Population by race and ethnicity, Washoe County and Clark County, 2013

	Washoe County	Clark County
Total Estimated Population, 2013	*433,731*	*2,027,868*
Population, percent change, April 1, 2010 to July 1, 2013	2.9%	3.9%
White alone, percent, 2010	85.7%	72.7%
Black or African American alone, percent, 2010	2.6%	11.5%
Asian alone, percent, 2010	5.7%	9.6%
Other Race, percent, 2010	6.0%	6.2%
Hispanic or Latino, percent, 2010	23.3%	30.0%
Not Hispanic or Latino, percent, 2010	76.7%	70.0%
Median Age, 2010	37.0	35.5

Source: U.S. Census Bureau

Table 23 compares the two counties of Washoe County in northern Nevada with all of Clark County. The demographics are comparable to what we saw in the MSA's. Clark County is a larger and more diverse population with more African Americans, Asians, and Hispanics.

Table 24 Population by race and ethnicity for Phoenix, Reno, and Southern Nevada cities, 2013

	Phoenix	Reno	Boulder City	Henderson	Las Vegas	North Las Vegas
Total Estimated Population, 2013	*1,513,367*	*233,294*	*15,189*	*270,811*	*603,488*	*226,877*
Population, percent change, April 1, 2010 to July 1, 2013	4.5%	3.2%	1.1%	5.2%	3.3%	4.7%
White alone, percent, 2010	65.9%	74.2%	92.3%	76.9%	62.1%	47.4%
Black or African American alone, percent, 2010	6.5%	2.9%	0.9%	5.1%	11.1%	19.9%
Asian alone, percent, 2010	3.2%	6.3%	1.1%	7.2%	6.1%	6.3%
Other Race, percent, 2010	24.4%	16.6%	5.7%	10.8%	20.7%	26.4%
Hispanic or Latino, percent, 2010	40.8%	24.3%	7.1%	14.9%	31.5%	38.8%
Not Hispanic or Latino, percent, 2010	59.2%	75.7%	92.9%	85.1%	68.5%	61.2%
Median Age, 2010	32.2	34.3	50.0	40.4	36.0	30.4

Source: U.S. Census Bureau

Table 24 compares the cities of Phoenix and Reno to the cities of Boulder City, Henderson, Las Vegas and North Las Vegas. Reno, Henderson and North Las Vegas have similar population numbers but differ significantly in minority populations. North Las Vegas has the highest percentage population in African American, Other Race and Hispanic, while Henderson has the largest Caucasian and Asian population and the lowest Hispanic population. North Las Vegas has the lowest median age at 30.4 and Henderson the highest at 40.4.

Las Vegas has a smaller population than Phoenix, but has some similarities in demographics. Las Vegas has a smaller Caucasian population and a larger African American. Phoenix however has a larger Hispanic population and a lower median age of 32.3 compared to 36 for Las Vegas.

Boulder City has such a smaller population than any of the cities in the comparison. It has a much larger Caucasian population and a much higher median age of 50.0.

Household Composition

Table 25 shows the average household size for Clark County in 2010 and shows that household size was similar for owner occupants and renters.

- The average household size was 2.7 for both the County and the state in 2010. Owner-occupied households had 2.7 people on average, while renters had 2.5.
- The average household size in North Las Vegas in 2010 was higher than the County average, at 3.2 persons per household for owner-occupied units, and 3.4 for renter-occupied units.

Table 25 Average household size of occupied housing units by tenure in 2010, Clark County and select cities

	Clark County	Las Vegas	North Las Vegas	Henderson
Average household size	2.7	2.7	3.2	2.5
Owner-occupied units	2.7	2.7	3.2	2.6
Renter-occupied units	2.5	2.7	3.4	2.5

Source: U.S. Census 2010 SF1 H12.

Tables 26 and 27 show the household compositions for Clark County and select cities. North Las Vegas had a higher concentration of families with children than the other jurisdictions and Boulder City had fewer. In 2010, households in the County were almost evenly distributed between families with children (35%), families with no children (31%) and non-family households (34%).

Table 26 Household composition in 2010, Clark County and select cities

	Clark County		Las Vegas		North Las Vegas		Henderson	
Household Type	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Households with children	249,397	35%	75,313	36%	32,111	48%	31,505	31%
Married-couple family	153,650	21%	45,700	22%	20,238	30%	20,995	21%
Female householder, no husband present	64,188	9%	19,945	9%	8,210	12%	6,931	7%
Male householder, no wife present	31,559	4%	9,668	5%	3,663	6%	3,579	4%
Family households without children	221,802	31%	64,359	30%	18,924	28%	37,084	37%
Married-couple family	168,067	23%	48,238	23%	14,095	21%	30,486	30%
Female householder, no husband present	33,306	5%	10,233	5%	3,085	5%	4,274	4%
Male householder, no wife present	20,429	3%	5,888	3%	1,744	3%	2,324	2%
Nonfamily households	244,166	34%	72,017	34%	15,464	23%	32,725	32%
Total Households	715,365	100%	211,689	100%	66,499	100%	101,314	100%

Source: U.S. Census 2010 SF1 P20.

Table 27 Households with own children under 18 years, 2000 and 2012, Nevada, Clark County, and selected cities

	2000			2012*		
Area	Total Number of Households	Households with Children	% Households with Children	Total Number of Households	Households with Children	% Households with Children
Nevada	751,165	238,846	31.8%	1,006,605	298,464	29.7%
Clark Co	512,253	162,295	31.7%	715,837	219,269	30.6%
Las Vegas	176,750	56,363	31.9%	216,779	63,184	29.1%
North Las Vega	34,018	16,246	47.8%	67,526	29,763	44.1%
Henderson	66,331	21,893	33.0%	100,083	28,139	28.1%
Boulder City	6,385	1,507	23.6%	6,378	1,227	19.2%

Source: U.S. Census 2000 SF1 Table DP-1, U.S. Census ACS 2012 Table DP02, and U.S. Census ACS 2008-2012 Table DP02.
*2012 data for Clark County, Las Vegas, North Las Vegas and Henderson is from the ACS 1-year estimates while data for Boulder City reflects ACS 5 year estimates (2008-2012)

Figure 13 shows where the female headed households with children are living, which are concentrated in the northeast section of the Valley. The very north area is one of the newest areas of the Valley, with a suburban lifestyle and high rated schools. This area faced some of the biggest housing price drops after the recession and homes are lower in price than in comparable suburban areas of Henderson and Summerlin. This lifestyle may attract female heads of households with children while still being financially attainable for a single earner. Some of the other areas are still north and begin to mirror the lower income areas of the urban core and may be the only areas affordable for some single earners or those with no income.

Figure 13 Female head of households with children

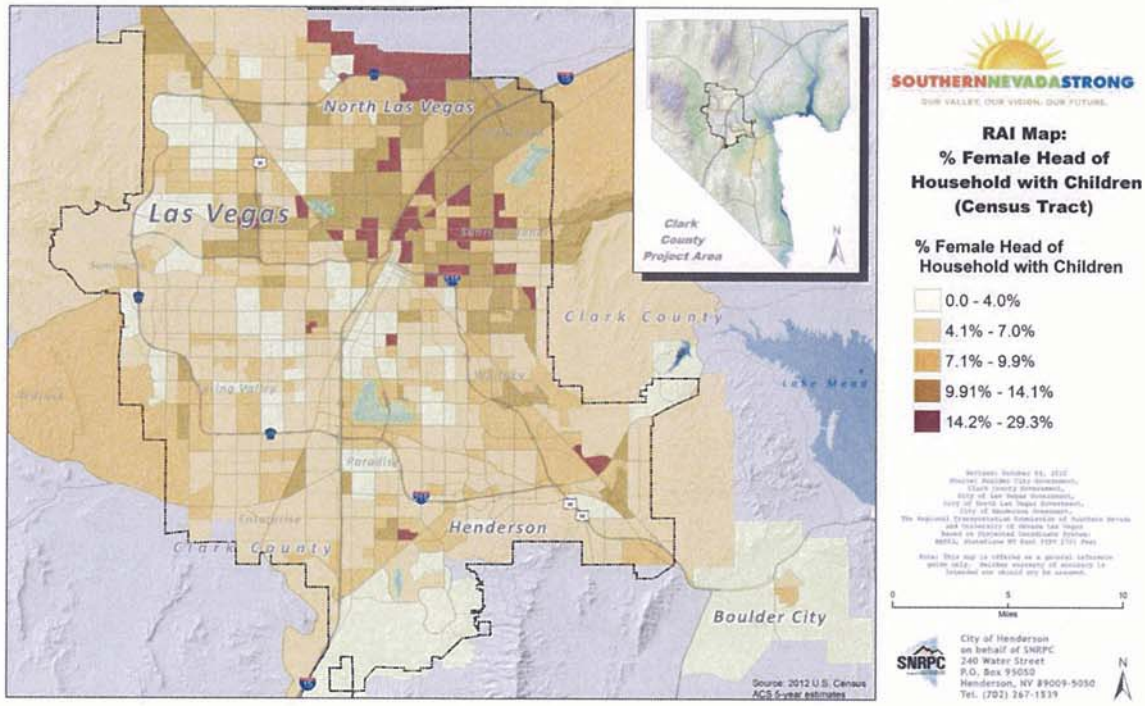
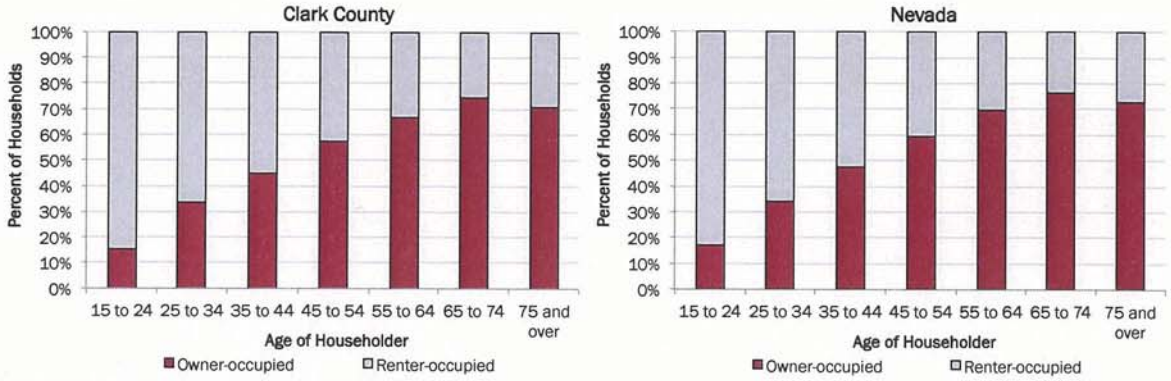


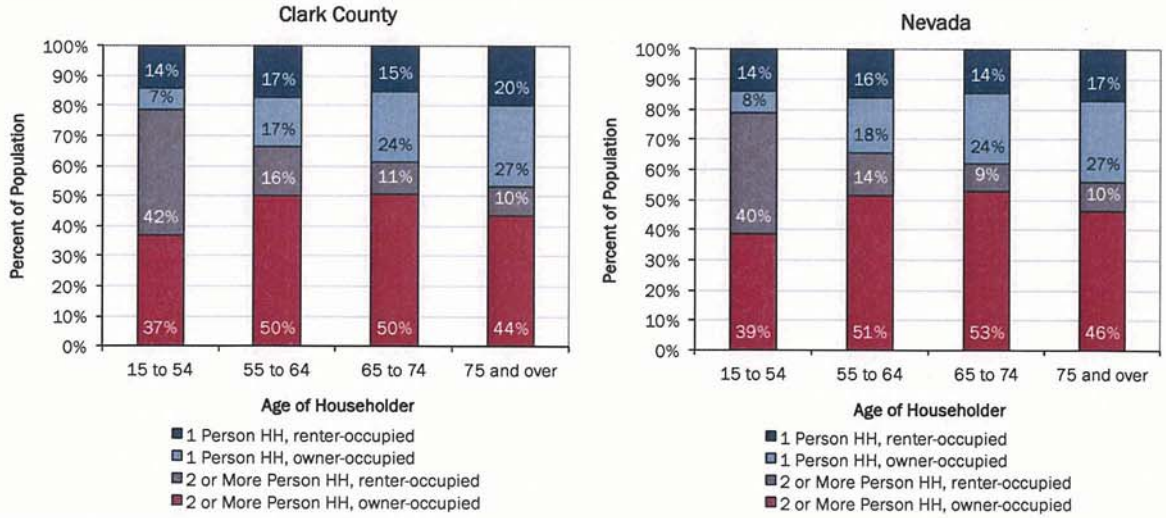
Figure 14 Households by tenure and age of householder in 2011, Clark County and Nevada



Source: American Community Survey 2011 B25007

Figure 14 shows the relationship between age of householder and whether they own or rent their residence for all of Clark County versus Nevada. In both cases, it is apparent that we follow the national trend that those over 55 are more likely to be home owners, and that for those under 65 the older you are, the more likely you are to own your home.

Figure 15 Tenure by household size and age of householder in 2011, Clark County and Nevada.



Source: American Community Survey 2011 B25116.

Figure 15 shows the relationship between household size and age and whether the home is owned or rented. This again shows the younger are more likely to have more people in the household and more likely to be rented.

Table 28 shows the homeownership rates for Clark County which have declined from 59% in 2000 to 53% in 2012. This change is also consistent with the national trend in declining homeownership rates.

- Homeownership rates declined in Las Vegas (59% in 2000 to 53% in 2012), North Las Vegas (70% in 2000 to 55% in 2012), and Henderson (71% in 2000 to 61% in 2012).
- While homeownership rates in Clark County declined 6% between 2000 and 2012, percentage declines were over twice as large in North Las Vegas (15%) and nearly double in Henderson (10%).
- Much of the homeownership decline in Nevada, Clark County, and select cities was observed between 2007 and 2012.
- Boulder City experienced the smallest decline from 76.1% to 74.1%.

Table 28 Homeownership rates 2000, 2007, and 2012, Nevada, Clark County, and select cities

	2000		2007		2012*	
Area	Owner Occupied	Renter Occupied	Owner Occupied	Renter Occupied	Owner Occupied	Renter Occupied
Nevada	60.9%	39.1%	60.4%	39.6%	54.9%	45.1%
Clark Co	59.1%	40.9%	58.6%	41.4%	52.5%	47.5%
Las Vegas	59.1%	40.9%	57.8%	42.2%	53.4%	46.6%
North Las Vegas	70.1%	29.9%	62.4%	37.6%	55.3%	44.7%
Henderson	70.5%	29.5%	67.8%	32.2%	60.5%	39.5%
Boulder City	76.1%	25.9%	75.0%	25.0%	74.1%	25.9%

Source: U.S. Census 2000 SF1 Table H004, U.S. Census ACS 2007 Table B25003, U.S. Census ACS 2007-2011 Table B25003, U.S. Census ACS 2012 Table B25003, and U.S. Census ACS 2008-2012 Table B25003.
*2012 data for Clark County, Las Vegas, North Las Vegas and Henderson is from the ACS 1-year estimates while data for Boulder City reflects ACS 5 year estimates (2008-2012)

Table 29, below, shows the homeownership rates for the protected classes and Caucasians throughout Clark County for the five year period between 2008 – 2012. They are slightly different totals than in Table 28 because they are based on five year estimates which are different than the one year estimate used for Table 28. The Caucasians and Asians have the largest percentage at 59% and 63% respectively. The lowest percentage is seen with the African Americans and Households with Female Head of Households at 34% and 40% respectively. This mirrors the same classes that had the highest and lowest median incomes and percent below poverty level. Data for homeownership rates for residents with disability status was not able to be found for any of the jurisdictions and is noted in the tables below with an UK.

Table 29 Homeowner status by protected class for Clark County in total

Protected Class Designation	Percent Homeowners
White Alone *not a protected class	59%
Black Alone	34%
Asian Alone	63%
Other Race	47%
Hispanic or Latino	44%
With Disability	UK
Households With Female Head of Household	40%
Total	**56%**

Source: United States Census Bureau American Community Survey, 2008-2012

Las Vegas homeownership rates are very similar to the overall county numbers, as seen in Table 30, however, North Las Vegas had even more discrepancies between their high and low percentages. The Asians, as seen in Table 31, have a homeownership rate of 78% and Caucasians of almost 65% which is significantly larger than in the County and Las Vegas. The other races and Hispanic ethnicity are lower, but still higher numbers than in Clark County and Las Vegas. The households with female head of households is about the same at 40%.

Table 30 Homeowner status by protected class for Las Vegas

Protected Class Designation	Percent Homeowners
White Alone *not a protected class	59.2%
Black Alone	32.8%
Asian Alone	59.7%
Other Race	44.6%
Hispanic or Latino	42.7%
With Disability	UK
Households With Female Head of Household	39.2%
Total	**54.8%**

Source: United States Census Bureau American Community Survey, 2008-2012

Table 31 Homeowner status by protected class for North Las Vegas

Protected Class Designation	Percent Homeowners
White Alone *not a protected class	64.9%
Black Alone	44.1%
Asian Alone	78.1%
Other Race	54.0%
Hispanic or Latino	51.4%
With Disability	UK
Households With Female Head of Household	40.1%
Total	**59.6%**

Source: United States Census Bureau American Community Survey, 2008-2012

Henderson, in Table 32, also has high homeownership percentages for Caucasian and Asian residents, with other race and Hispanic about 10 percentage points behind. Households with female head of household follows at 47% and African- Americans are lowest at 38.7%, which is lower than North Las Vegas, but higher than Clark County or Las Vegas.

Table 32 Homeowner status by protected class for Henderson

Protected Class Designation	Percent Homeowners
White Alone *not a protected class	67.5%
Black Alone	38.7%
Asian Alone	69.1%
Other Race	56.1%
Hispanic or Latino	56.2%
With Disability	UK
Households With Female Head of Household	46.9%
Total	**65.4%**

Source: United States Census Bureau American Community Survey, 2008-2012

Table 33 shows the homeownership rates for Boulder City and again we have data issues due to the small raw numbers for African American and other race residents. The Caucasians have a large number of 75% homeownership, with Hispanic trailing at 40%. Asians are surprisingly low compared to the other jurisdictions at 17%, but this could be due to the low numbers of total Asian residents as well. The households with female head of household are slightly higher than in the other jurisdictions at 50%.

Table 33 Homeownership status by protected class for Boulder City

Protected Class Designation	Percent Homeowner
White Alone *not a protected class	75.4%
Black Alone	**
Asian Alone	17.0%
Other Race	**
Hispanic or Latino	40.0%
With Disability	UK
Households With Female Head of Household	50.8%
Total	**74.1%**

Source: United States Census Bureau American Community Survey, 2008-2012
** Raw numbers too small to be considered reliable data

3. HOUSING STATUS

Current Housing Characteristics

Housing Vacancy Rates

Recent housing vacancy rates were higher than usual in Clark County. Vacancy rates generally cycle between 4% to 8% in urban areas in a healthy housing market. Vacancy rates in multi-family housing are generally higher than in single-family housing in a healthy housing market. Clark County's vacancy rates appear to be high relative to vacancy rates during the last decade, consistent with vacancy rates in Nevada and the U.S.

- Overall vacancy rates in Clark County in 2010 were about 15%, compared with 11% in 2005 and 8.5% in 2000.
- Vacancy rates in the U.S. in 2010 were 11.4% and 14.3% for Nevada. In comparison, vacancy rates in 2000 were 9% for the U.S. and 9.2% for Nevada.

Multi-family homes had the highest vacancy rate outside of the City of Las Vegas.

- In 2011, Clark County had a larger percentage (14.9%) of vacant housing units compared to the Las Vegas average of 13.1%.
- In 2011, 13% of multi-family homes and 10.5% of single-family homes in Clark County were vacant.

Table 34 Vacancy rates, 2010, Clark County and select cities

	Clark County	Las Vegas	North Las Vegas	Henderson
Total housing units	840,343	243,701	76,073	113,586
Total occupied	715,365	211,689	66,499	101,314
Total vacant	124,978	32,012	9,574	12,272
Vacancy rate	14.9%	13.1%	12.6%	10.8%

Source: U.S. Census 2010 SF1 H3.

Table 35 Vacancy rates by type of housing, 2000 to 2011, Clark County

Year	Single Family	Mobile Home	Multi-family
2000	2.0%	6.4%	6.5%
2001	2.6%	7.3%	6.2%
2002	2.6%	7.3%	6.2%
2003	2.6%	8.0%	7.2%
2004	3.6%	4.5%	5.6%
2005	2.8%	6.6%	6.4%
2006	3.8%	5.5%	6.9%
2007	4.3%	3.1%	6.9%
2008	6.4%	8.4%	6.8%
2009	5.2%	7.1%	11.4%
2010	5.8%	8.0%	11.5%
2011	10.5%	11.6%	13.1%

Source: U.S. Census 2010 SF1 H3.

Homeownership Rates

Homeownership rates declined through 2011 and this decline is related to an increase in foreclosure activity and the continued market problems related to the Great Recession, such as unemployment and underemployment.

- Homeownership rates in Clark County declined from 59% in 2000 to 54% in 2011. This change is consistent with the statewide decline in homeownership from 61% to 56% in 2011. This change is also consistent with the national trend in declining homeownership rates.
- Homeownership rates declined in Las Vegas (59% in 2000 to 52% in 2011), North Las Vegas (70% in 2000 to 58% in 2011), and Henderson (71% in 2000 to 64% in 2011).

North Las Vegas had a greater drop in homeownership rates than Clark County from 2000 to 2011

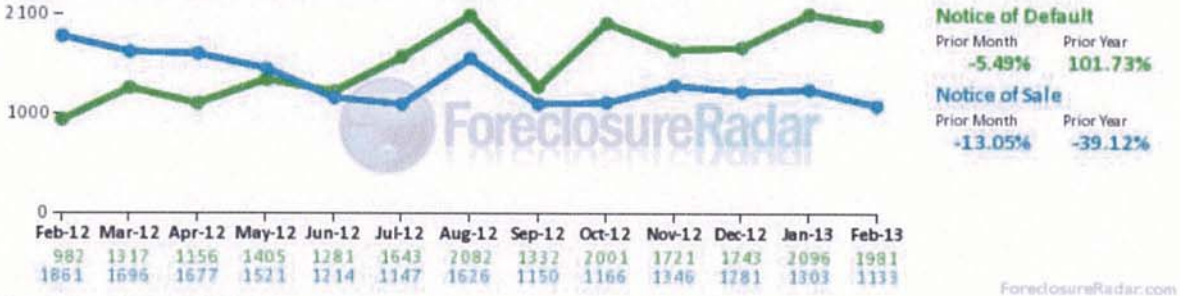
- Homeownership rates decreased in North Las Vegas from 70% in 2000 to 58% in 2011. In comparison, homeownership rates decreased in Clark County from 59% in 2000 to 52% in 2011.
- Homeownership rates for one-person households in North Las Vegas increased by 2% from 2000-2011. This increase was offset by the 15% reduction in owner occupied households with two or more people.

Foreclosure activity

Foreclosure activity has decreased over the last year; the trend, however, appears to be reversing based on the most recent data

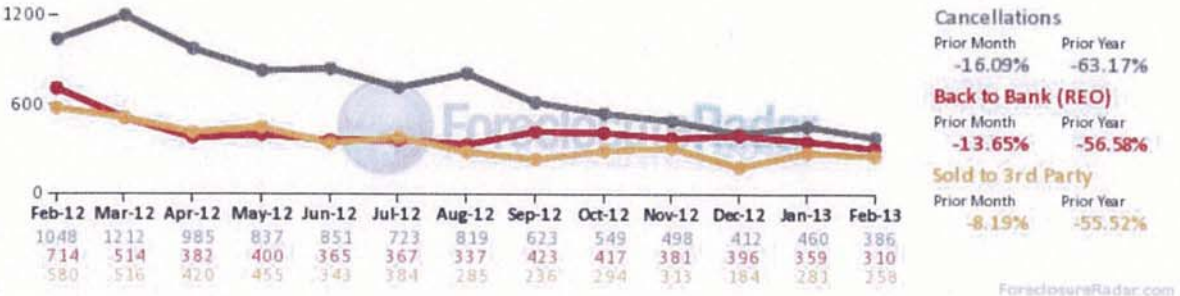
- Notice of foreclosure sales were down 39% year over year from February 2012. However, notices of default were up 102% during the same period. Notices of default are the leading indicator for notice of sales, so it is likely that this number will increase in 2013.
- Preforeclosures increased 11% in from January to February 2013. This is indicative of the trend of increasing notice of sales. There were 0.8 foreclosure cancellations for every sale (3rd party or back to the bank). Since February 2012 the ratio has dropped by 13% to 0.67 cancellations per sale.
- The combination of fewer cancellations and increasing preforeclosures will likely lead to an increase in the number of foreclosures in 2013.
- Bank owned properties (REO) decreased 50% in the past year. As the numbers of REO decrease, the market will stabilize as the supply of low priced inventory decreases.

Figure 16 Foreclosure filings in Clark County



Source: Foreclosureradar.com.

Figure 17 Foreclosure outcomes in Clark County



Source: Foreclosureradar.com.

Figure 18 Foreclosure inventories in Clark County



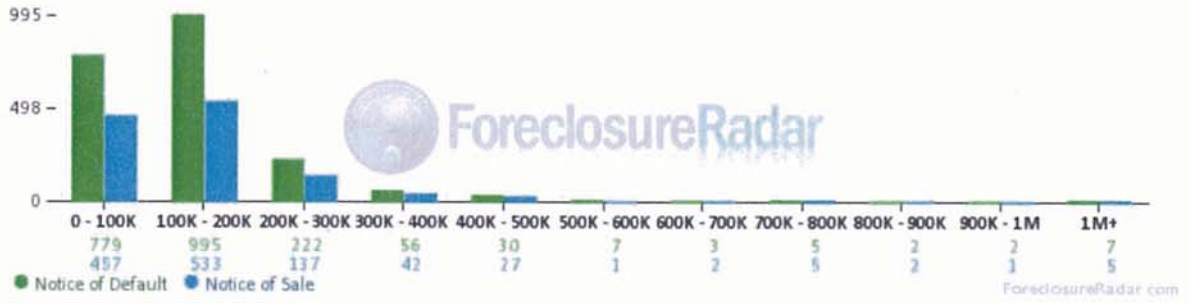
Source: Foreclosureradar.com.

Figure 19 Foreclosure filings by year built, Clark County



Source: Foreclosureradar.com.

Figure 20 Foreclosure filings by estimated market value, Clark County



Source: Foreclosureradar.com.

Clark County's housing market had a larger-price bubble than the national housing market and it is taking longer for the Clark County housing market to recover from the dramatic increase and decrease in prices between 2003 and 2013. The rapid price changes put many households who purchased homes during the housing bubble (mostly between 2003 and 2007) in a position where they owe more on their mortgage than their home is worth. This contributed to the spike in foreclosure activity.

In the short term, increased foreclosures have caused housing prices to drop and have increased the supply of houses listed for sale. The spike in foreclosures caused by the bursting of the housing bubble will likely not have a significant impact on the long-term demand for housing.

The most significant impact the foreclosure crisis will have on future housing demand is through the decrease in the percentage and number of homeowners. Previous homeowners who are now renting will look to re-enter the housing market in the future as credit restrictions decrease and individual credit scores recover. Housing affordability, specifically for renters, is a problem despite recent decreases in rental rates. Approximately half of Clark County's renter households are cost-burdened; rents would have to drop significantly to be affordable for most renter households.

Figure 21 Foreclosures in Southern Nevada 2008 – 2013

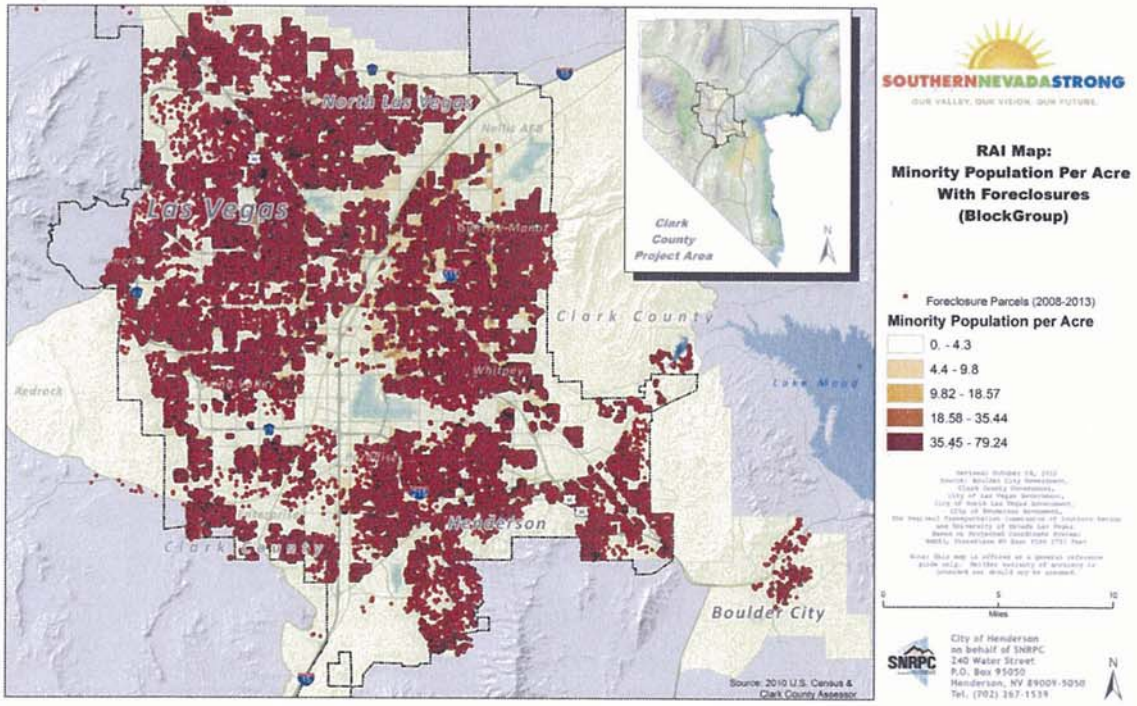


Figure 21 shows us the locations for foreclosures throughout the Valley for 2008 – 2013. Many of these foreclosures are clustered in the newer built neighborhoods, which is echoed in the numbers we see in Figure 19. They do not appear any more prevalent in the high minority neighborhoods, but are spread out throughout the Southern Nevada region. The foreclosure problem was so widespread for Southern Nevada, it does not appear to be especially a problem for any one protected class, but rather a huge problem for the entire Valley. Chapter 6 analyzes the lending rates by minority class.

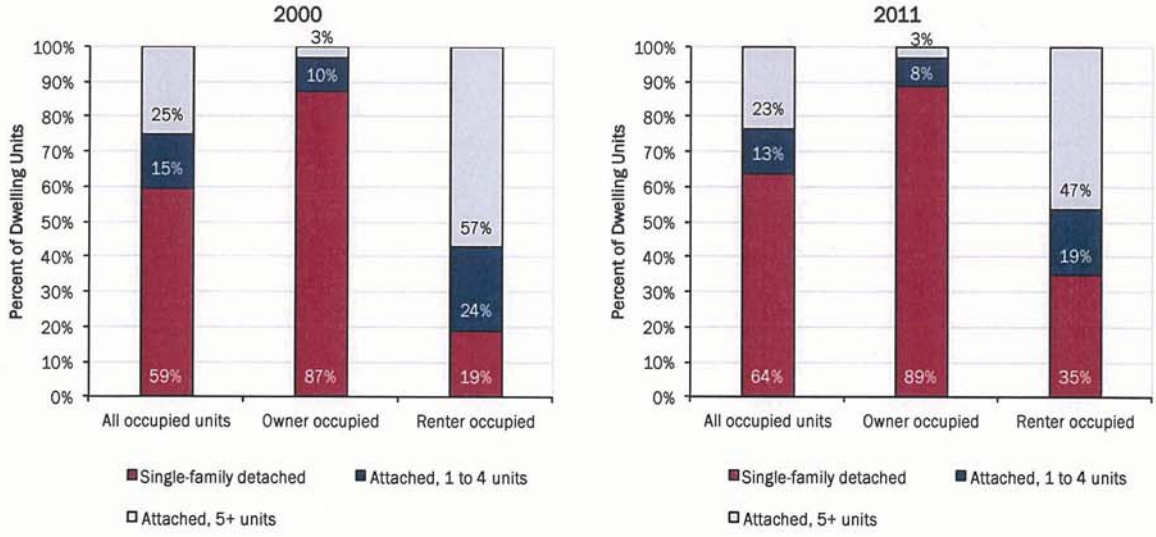
Housing Type

Single-family detached housing accounts for the majority of housing in Clark County. In 2011, the majority (61%) of the owner-occupied housing stock in Clark County was single-family detached homes. 85% of owner occupied homes were single family, with 64% of this group made up of two or three bedroom structures. The share of single-family detached housing increased from 59% to 64% between 2000 and 2011. The share of attached housing decreased by 4% over the same period.

North Las Vegas had a higher percentage of single-family detached rental units than the rest of Clark County in 2011. Single-family detached renter occupied units were the largest share of the rental market in North Las Vegas (50%), compared to 33% in all of Clark County for 2011.

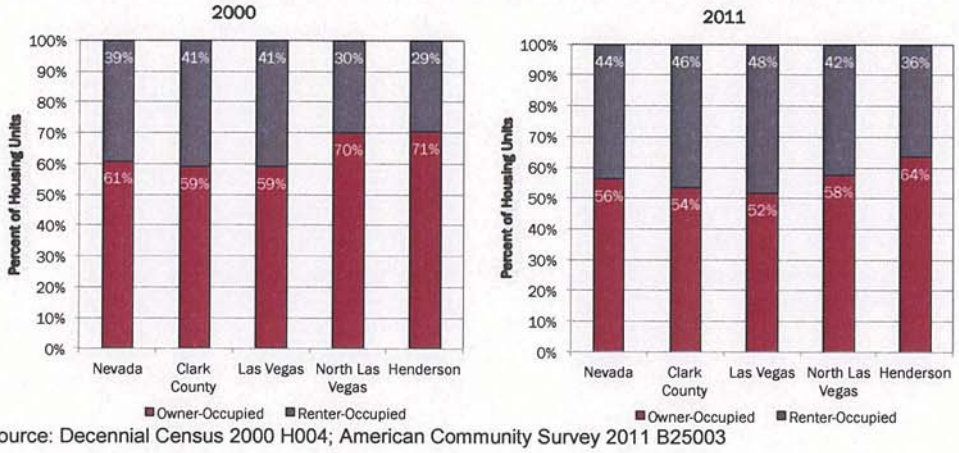
In 2011, about two-thirds of renters lived in attached housing and one-third in single-family detached housing. Since 2000, rental of single-family housing increased, from 19% to 35% of rental units in 2011.

Figure 22 Housing type by tenure, occupied housing units, 2000 and 2011, Clark County



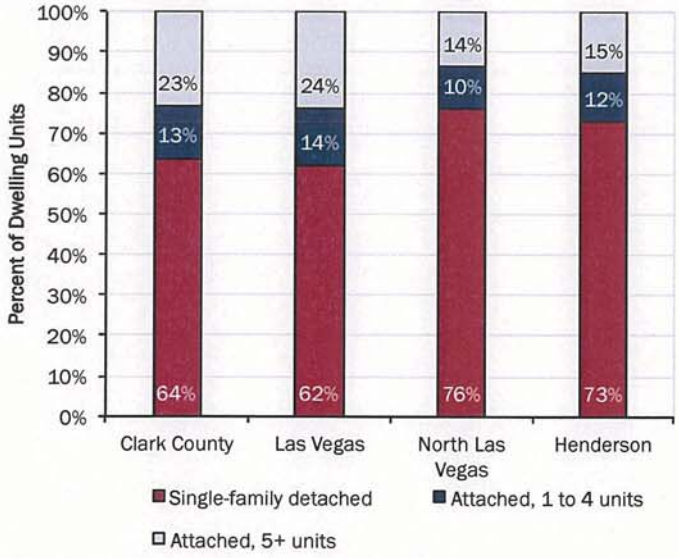
Source: American Community Survey 2011 B25032.

Figure 23 Tenure, Nevada, Clark County, and selected cities, 2000 and 2011



Source: Decennial Census 2000 H004; American Community Survey 2011 B25003

Figure 24 Housing type, occupied housing units, 2011, Clark County and select cities



Source: American Community Survey 2011 B25032.

Table 36 Tenure by units in structure, year built, bedrooms, and total rooms, 2011, total Clark County and select cities

	Clark County			Las Vegas			North Las Vegas			Henderson		
	All occupied units	Owner occupied	Renter occupied	All occupied units	Owner occupied	Renter occupied	All occupied units	Owner occupied	Renter occupied	All occupied units	Owner occupied	Renter occupied
Units in Structure												
Single-family detached	61%	85%	33%	61%	88%	32%	75%	93%	50%	72%	91%	38%
Single-family attached and 2-4 units	13%	8%	19%	14%	7%	21%	10%	4%	18%	12%	6%	22%
Structure with 5+ units	23%	3%	47%	24%	3%	46%	14%	1%	31%	15%	2%	39%
Mobile and manufactured	3%	4%	2%	1%	2%	1%	1%	2%	1%	1%	1%	1%
Year Built												
2000 or later	35%	37%	32%	25%	24%	26%	56%	57%	56%	37%	40%	33%
1990 to 1999	29%	32%	27%	35%	38%	31%	25%	29%	19%	40%	40%	41%
1989 or earlier	36%	31%	42%	41%	38%	43%	19%	14%	25%	22%	20%	26%
Bedrooms												
No bedroom	2%	0%	4%	3%	0%	5%	1%	0%	2%	0%	0%	0%
1 bedroorm	10%	1%	21%	11%	1%	22%	7%	0%	15%	7%	1%	18%
2 or 3 bedrooms	64%	64%	64%	65%	66%	64%	60%	57%	64%	66%	66%	68%
4 or more bedrooms	23%	34%	11%	21%	33%	9%	32%	42%	19%	27%	34%	14%
Total Rooms												
1 room	2%	0%	3%	3%	0%	5%	1%	0%	2%	0%	0%	0%
2 or 3 rooms	13%	3%	25%	14%	2%	26%	8%	1%	18%	8%	1%	20%
4 or 5 rooms	41%	35%	48%	39%	32%	47%	41%	37%	46%	40%	35%	49%
6 or more rooms	44%	62%	23%	44%	65%	22%	50%	61%	34%	52%	64%	31%

Source: American Community Survey 2011 B25032, B25036, B25042, and B25020.

Building Permits

The number of residential building permits issued decreased rapidly after 2005. Between 2000 and 2011, more than 284,000 residential building permits were issued, averaging 25,800 permits issued annually. The number of permits issued peaked from 2003 to 2005, with more than 35,000 permits issued in each of these years. Between 2009 and 2010, about 5,000 permits were issued each year, substantially lower than the average number of permits issued annually over the past 11 years.

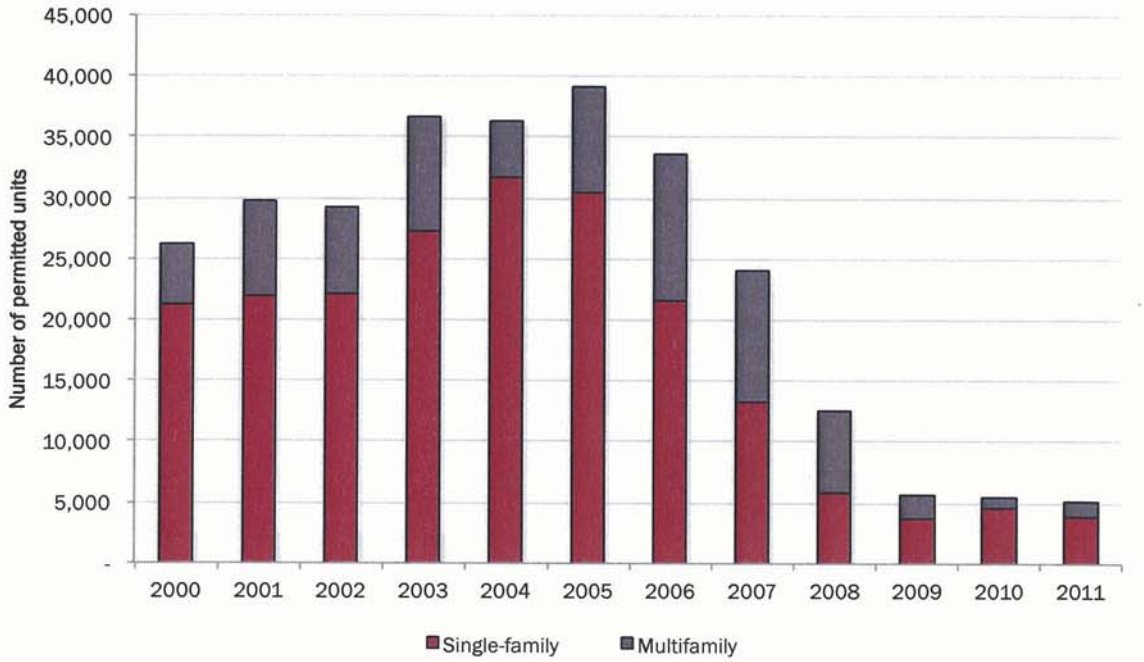
Table 37 shows us that nearly three-quarters of permits issued were for single-family units, with about one-quarter issued for multi-family units. About half of the permits for all housing were issued in Las Vegas, North Las Vegas, and Henderson, while unincorporated Clark County accounted for most of the other half. More than half of the permits for multi-family housing were issued in Las Vegas.

Table 37 Residential building permits issued, 2000 to 2011, Clark County and selected cities

	Clark County		Las Vegas		North Las Vegas		Henderson	
Year	SF	MF	SF	MF	SF	MF	SF	MF
2000	21,282	4,942	4,750	1,134	2,505	519	5,507	379
2001	21,871	7,836	4,295	880	2,665	365	4,109	1,430
2002	22,148	7,008	4,454	1,110	2,735	555	3,980	684
2003	27,354	9,378	6,861	2,322	4,599	497	4,267	602
2004	31,741	4,654	6,200	1,720	6,105	813	4,595	106
2005	30,479	8,758	4,271	2,287	7,007	1,057	4,923	236
2006	21,590	12,138	2,998	2,204	4,262	1,469	4,249	716
2007	13,310	10,779	2,356	547	2,365	391	2,224	377
2008	5,840	6,697	1,085	1,613	834	1,614	1,063	415
2009	3,777	1,911	744	381	498	-	491	786
2010	4,623	851	926	362	648	20	700	68
2011	3,817	1,330	814	114	510	136	752	368
Total	**207,832**	**76,282**	**39,754**	**14,674**	**34,733**	**7,436**	**36,860**	**6,167**
% Total	**73%**	**27%**	**73%**	**27%**	**82%**	**18%**	**86%**	**14%**
Average	**17,319**	**6,357**	**3,313**	**1,223**	**2,894**	**620**	**3,072**	**514**

Source: U.S. Census

Figure 25 Residential building permits issued, 2000 to 2011, Clark County



Source: U.S. Census

Figure 26 Housing Stock Constructed Prior to 1960.

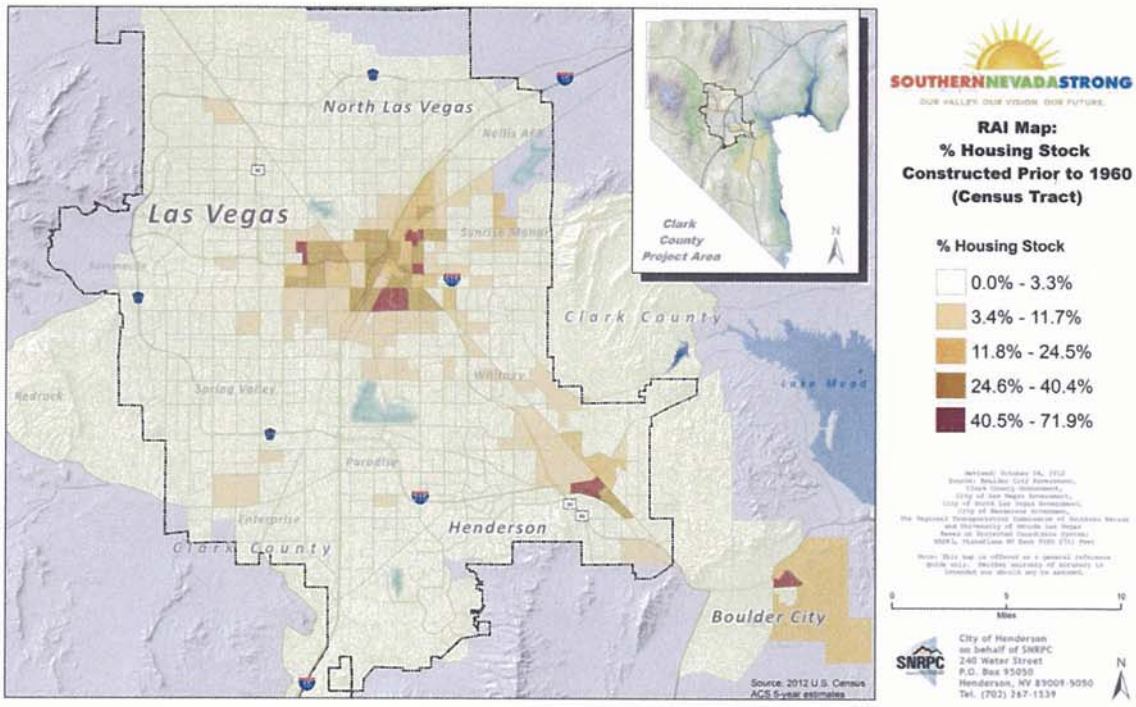


Figure 26 shows the neighborhoods that have a concentration of housing stock constructed prior to 1960. These areas are found in the urban core where the urban areas began and very much mirror the low income and minority concentration areas. *These areas are more prone to urban decay due to the older age of the housing stock and it is important to make sure code enforcement standards are being adhered to and that safety and blight do not become further issues in these areas.*

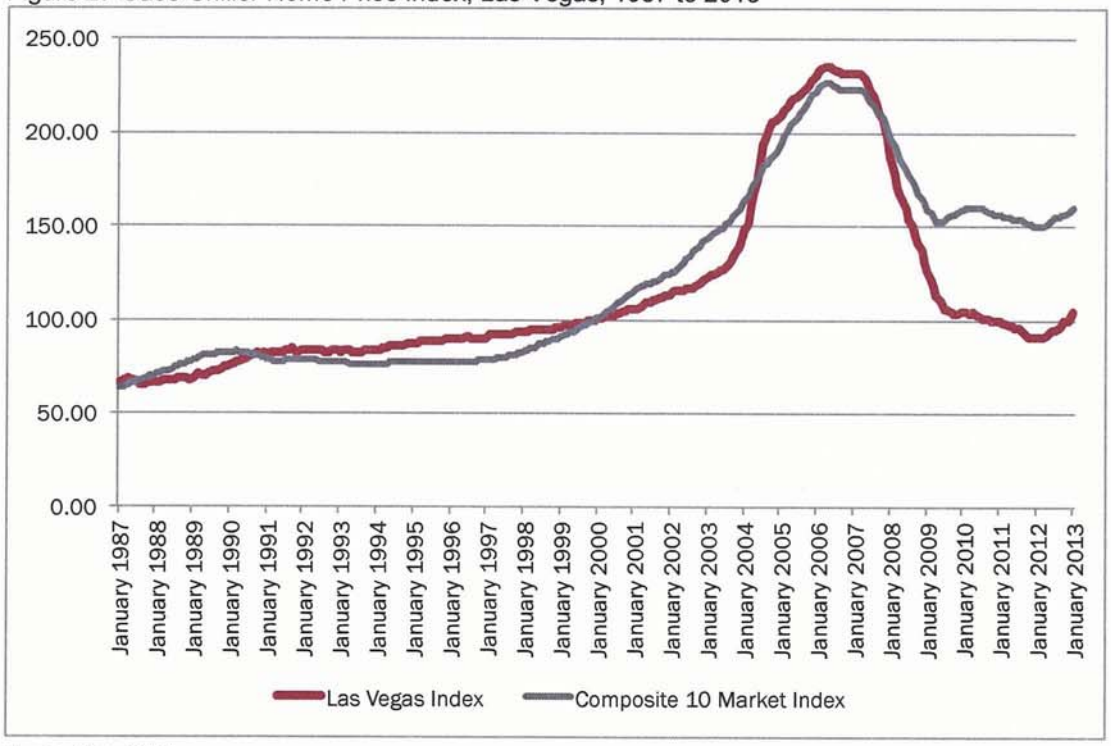
Housing costs

Housing prices in Clark County changed rapidly between 2003 and 2009. Figure 27 shows that Clark County's housing prices increased gradually between 1987 and 2003. Between 2003 and late 2006, housing prices more than doubled. This change in price is consistent with other large urban housing markets in the U.S.

Starting in 2006, Clark County's housing prices decreased by more than half. Prices peaked in April 2006, and then dropped to the price level of approximately 1996, when the market bottomed out in January 2012. The price decrease in Clark County was substantially larger than in other large urban housing markets in the U.S.

Housing prices stabilized in 2010, then decreased in 2011 before bottoming out in early 2012. Prices have been consistently increasing (seasonally adjusted) starting in February 2012.

Figure 27 Case-Shiller Home Price Index, Las Vegas, 1987 to 2013



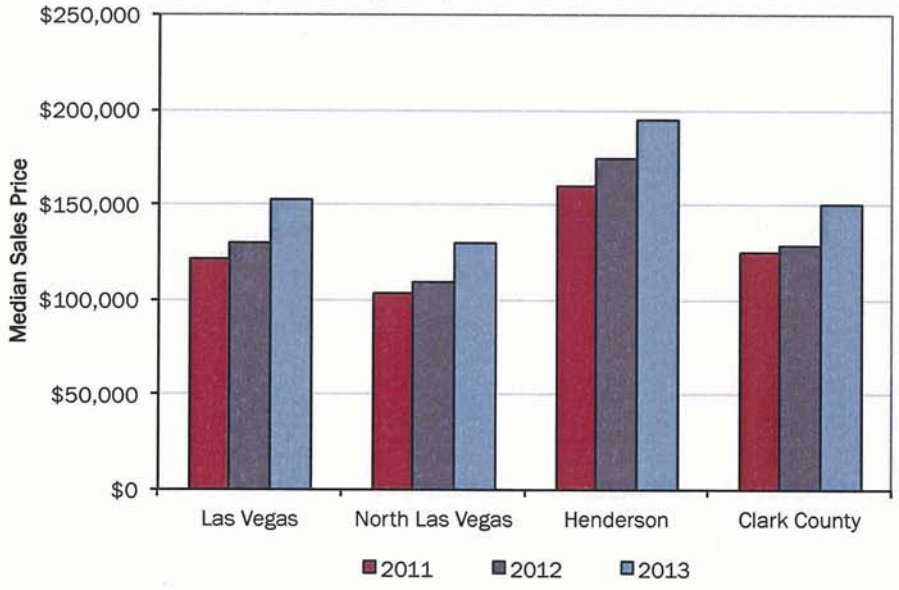
Source: Case-Shiller

Table 38 Median sales price, single-family detached housing, Clark County, April 2003, April 2007, and February 2013

Year	Median Sales Price
2003	$187,250
2007	$300,000
2013	$150,000
Change 2001 to 2011	
Dollar	-$37,250
Percent Change	-20%
Change 2007 to 2011	
Dollar	-$150,000
Percent Change	-50%

Source: National Association of Realtors, Greater Las Vegas Association of Realtors

Figure 28 Median sales price, single-family detached housing, Las Vegas, North Las Vegas, and Henderson, selected months in 2011, 2012, and 2013



Source: National Association of Realtors, Greater Las Vegas Association of Realtors

Table 38 and Figure 28 show that median sales prices peaked in 2007 and appear to be stabilizing in 2013 for all of Clark County and major cities.

- In 2007, median sales prices for single-family detached housing peaked at about $300,000 in all of Clark County and by early 2013, had decreased to about $150,000, a 50% decrease.
- Median sales prices for all housing prices decreased to less than $150,000 in mid-2009 and appeared to stabilize at about $150,000 by early 2013.
- Median sales prices for single-family detached housing in Las Vegas, North Las Vegas, and Henderson followed the same pattern as the County as a whole, with the highest median prices in Henderson.

Figure 29 Median Sales Price and Number of Sales, Las Vegas, January 2000 to January 2013





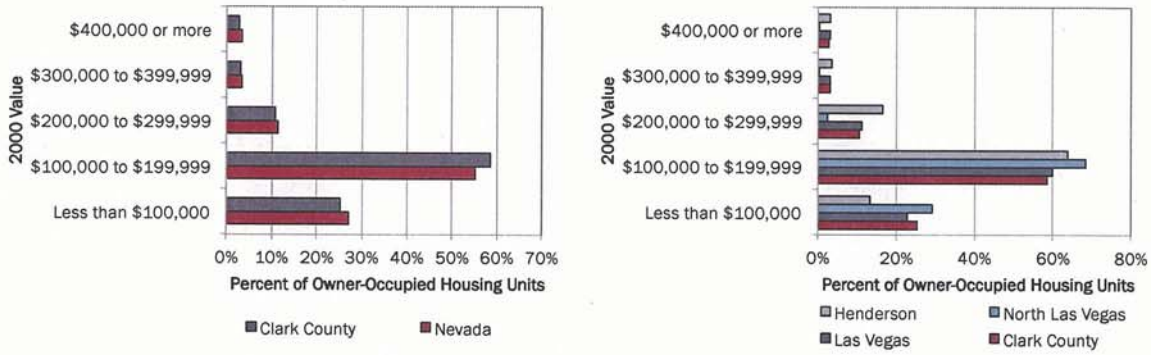
Source: Trulia.com

Table 39 Median value of owner-occupied housing units, Nevada, Clark County, and select cities, 2000 and 2011

	2000	2011	Change 2000 to 2011 Amount	Percent
Nevada	$142,000	$158,000	$16,000	11%
Clark County	$139,500	$153,800	$14,300	10%
Las Vegas	$137,300	$153,200	$15,900	12%
North Las Vegas	$156,000	$124,200	-$31,800	-20%
Henderson	$123,000	$192,900	$69,900	57%

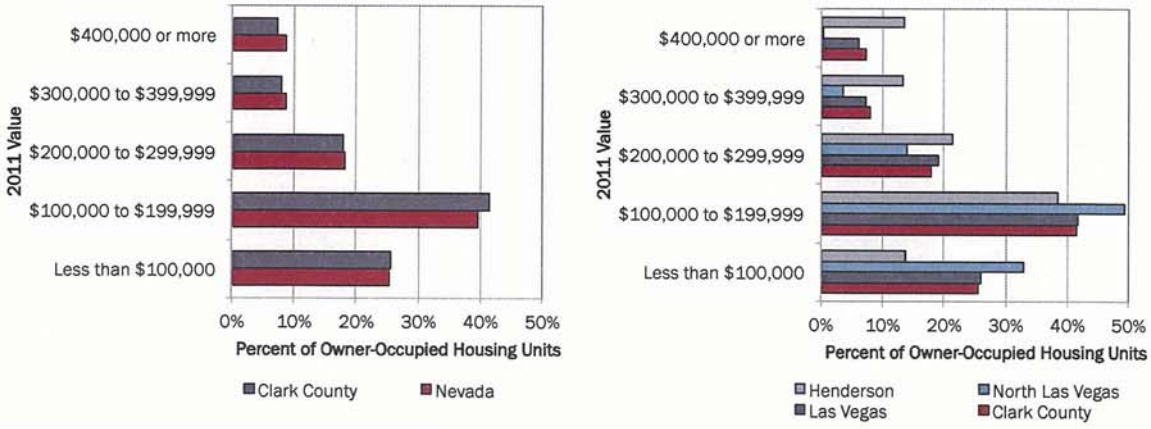
Source: American Community Survey 2011 B25075.

Figure 30 Value of owner-occupied housing units, Nevada, Clark County, and select cities, 2000



Source: U.S. Census 2000 SF3 H84.

Figure 31 Value of owner-occupied housing units, Nevada, Clark County, and select cities, 2011



Source: American Community Survey 2011 B25075.

Table 40 shows that median contract rent has decreased in Clark County since 2008.

- Median contract rent in Clark County increased 27% from 2000 to 2011, from $648 to $818. The peak in contract rent was in 2008, with a median contract rent for Clark County of $899.
- For the same period in North Las Vegas, rents increased 55%.
- In 2000, median nominal rent was lower in North Las Vegas ($556) compared to Clark County ($648). By 2011, rent was higher in North Las Vegas ($864) than the median rent in Clark County ($818).

Table 40 Median contract rent, Nevada, Clark County, and select cities, 2000 through 2011

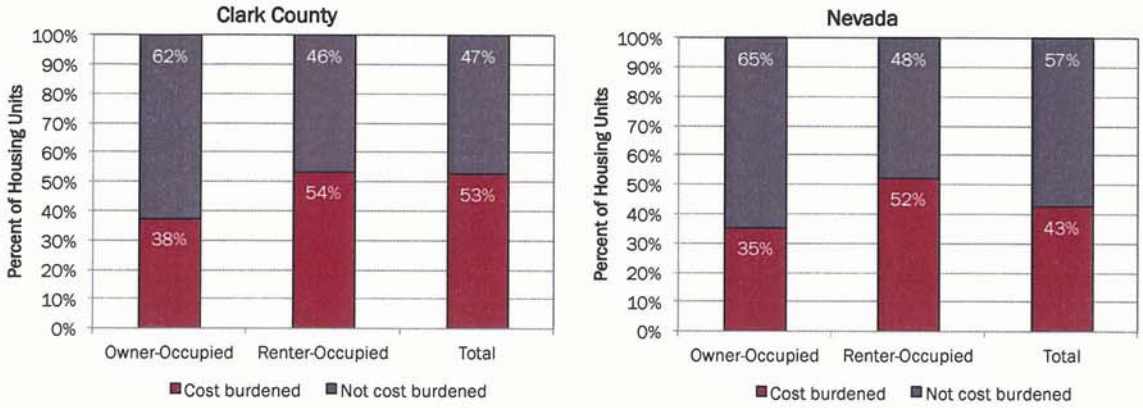
Year	Nevada	Clark County	Las Vegas	North Las Vegas	Henderson
2000	$630	$648	$632	$556	$779
2005	$747	$772	$765	$769	$876
2006	$786	$822	$784	$825	$952
2007	$842	$874	$821	$935	$1,012
2008	$866	$899	$861	$933	$1,071
2009	$849	$883	$858	$959	$1,034
2010	$811	$842	$819	$867	$916
2011	$800	$818	$803	$864	$943
Change 2000 to 2011					
Amount	$170	$170	$171	$308	$164
Percent	27%	26%	27%	55%	21%

Source: U.S. Census 2000 SF3 H56 and American Community Survey 2011 B25058.

Renter households are the most likely to be cost-burdened.

- About 53% of all Clark County households are cost-burdened (i.e., pay more than 30% of their gross income for housing costs). 54% of renter-households and 38% of owner-households are cost-burdened.
- In comparison, 43% of all households in Nevada are cost burdened, with 52% of renter-households and 35% of owner-households being cost-burdened.
- Figure 32 shows cost burden for Nevada and all of Clark County. Cost burden is a measure of housing affordability, based the HUD standard that says that housing is affordable if it costs no more than 30% of a household's gross income.

Figure 32 Housing Costs as a percent of monthly household income by tenure in 2011, Nevada and all of Clark County



Source: American Community Survey 2011 B25091 and B25070.

Figure 33 Median Contract Rent in Southern Nevada

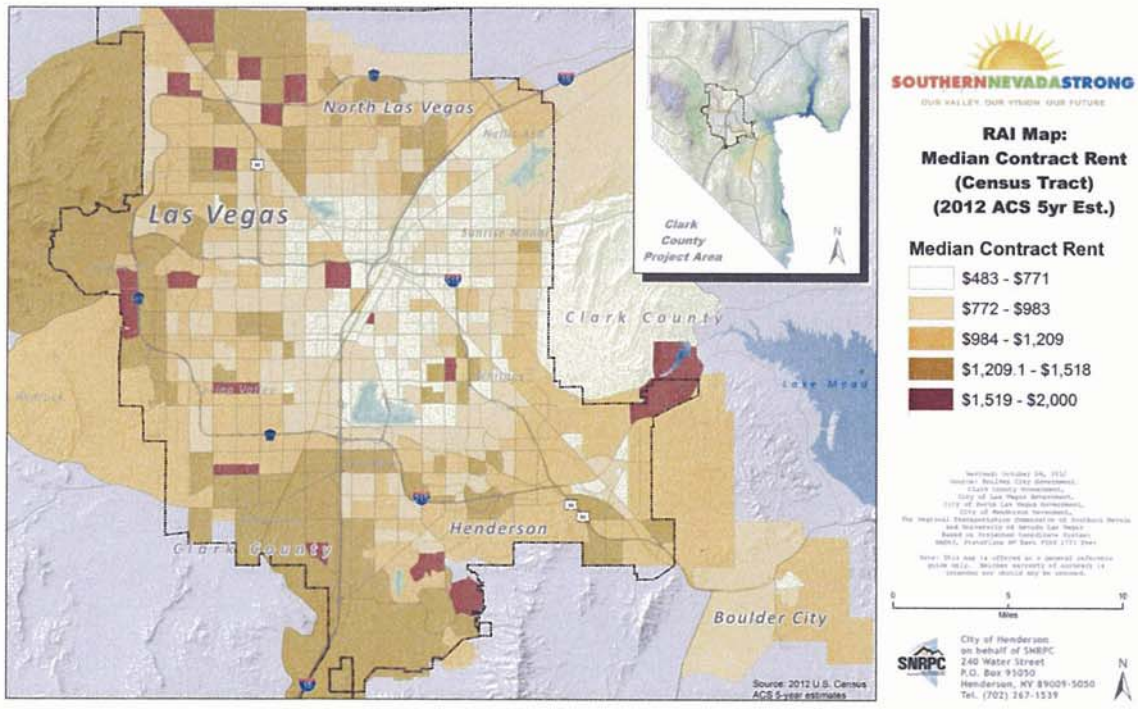


Figure 33 shows the median contract rent throughout the Vegas Valley. The lowest rent areas are typically in the urban core area to serve the same lower income areas. These are the same neighborhoods that contain a higher number of racial and ethnic minorities (as seen back in Figure 3) as well as a higher number of female headed households (as seen in Figure 13). The minority and female headed household residents would be disproportionately impacted by significant increases in median rent because they have a lower median income (Tables 17 – 21) in every jurisdiction. They would not only be disproportionately impacted by increases in rent costs, but also unable to afford the higher rent costs usually found in the suburban higher opportunity areas on the outer edges of the Valley, regardless of jurisdiction. The higher rent areas are in areas with higher opportunity levels (seen in Chapter 4) and those higher costs would present a barrier to those wishing to move to those higher opportunity areas.

Looking back at Figure 6, we note that some disabled residents are also clustered in this urban core area where the contract rents are lowest. These disabled residents may be tied to the area due to a fixed income level which blocks their ability to seek out higher rent locations. There are some disabled residents clustered in other areas, however, as previously noted, that is probably due to the proximity of health care or age-restricted communities. These disabled residents are most likely those not as constrained by income constraints or savings levels.

Table 41 Median household income, owner-occupied housing value, and gross rent in 1999 and 2011, all of Clark County and Nevada

	Clark County				Nevada			
Indicator	1999	2007	2011	Change 1999-2011	1999	2007	2011	Change 1999-2011
Median HH Income	$44,616	$55,996	$48,215	8%	$44,581	$55,062	$48,927	10%
Median Owner Value	$139,500	$315,300	$153,800	10%	$142,000	$311,300	$158,000	11%
Median Gross Rent	$716	$1,017	$957	34%	$699	$980	$936	34%
Ratio of Housing Value to Income								
Median HH Income	3.1	5.6	3.2		3.2	5.7	3.2	

Source: U.S. Census 2000 SF3 P53, H76, and H63; American Community Survey 2007 P53, H76, and H63; American Community Survey 2011 P53, H76, and H63.

Table 41 shows a rough estimate of housing affordability in all of Clark County by income level in 2012. This table is based on American Community Survey data about income, value of owner units, and cost of rent. This table uses HUD standards for housing affordability, which say that housing is affordable if it costs no more than 30% of a household's gross income. The table also uses HUD's estimates for fair market rents in Clark County.

Clark County has a deficit of housing affordable to lower-income households. More than one-fifth of Clark County's households are unable to afford the cost of renting a studio apartment ($691). About one-third of Clark County's households are unable to afford the cost of a one-bedroom unit ($864). These findings are consistent with the fact that more than half of Clark County's renters are cost-burdened.

Clark County has a surplus of housing affordable to households with income between $75,000 and $150,000. This suggests that some households are living in housing that costs less than they could afford, according to HUD standards.

Table 42 Rough estimate of housing affordability, 2012, all of Clark County

Income Level	Number of HH	Percent	Affordable Monthly Housing Cost	Crude Estimate of Affordable Purchase Owner-Occupied Unit	Est. Number of Owner Units	Est. Number of Renter Units	Surplus (Deficit)	HUD Fair Market Rent (FMR) in 2008
Less than $10,000	42,600	7%	$0 to $250	$0 to $25,000	10,496	3,608	(28,496)	
$10,000 to $14,999	30,353	5%	$250 to $375	$25,000 to $37,000	5,434	3,015	(21,904)	
$15,000 to $24,999	68,211	11%	$375 to $625	$37,500 to $62,500	18,525	30,532	(19,154)	
								Studio: $691
$25,000 to $34,999	77,270	12%	$625 to $875	$62,500 to $87,500	33,075	80,612	36,417	1 bdrm: $864
$35,000 to $49,999	102,706	16%	$875 to $1,250	$87,500 to $125,000	62,226	103,332	62,852	2 bdrm: $1,064
								3 bdrm: $1,568
$50,000 to $74,999	132,808	21%	$1,250 to $1,875	$125,000 to $187,500	87,492	52,616	7,301	4 bdrm: $1,861
Las Vegas-Paradise MSA MFI: $71,400			$1,785	$178,500				
$75,000 to $99,999	80,565	13%	$1,875 to $2,450	$187,500 to $245,000	44,469	17,346	(18,750)	
$100,000 to $149,999	71,292	11%	$2,450 to $3,750	$245,000 to $375,000	48,226	3,637	(19,428)	
$150,000 or more	31,935	5%	More than $3,750	More than $375,000	31,884	1,212	1,162	
Total	637,740	100%			341,829	295,911	0	

Source: American Community Survey 2011 B19001, B25075, and B25063

Figure 34 Median Housing Value

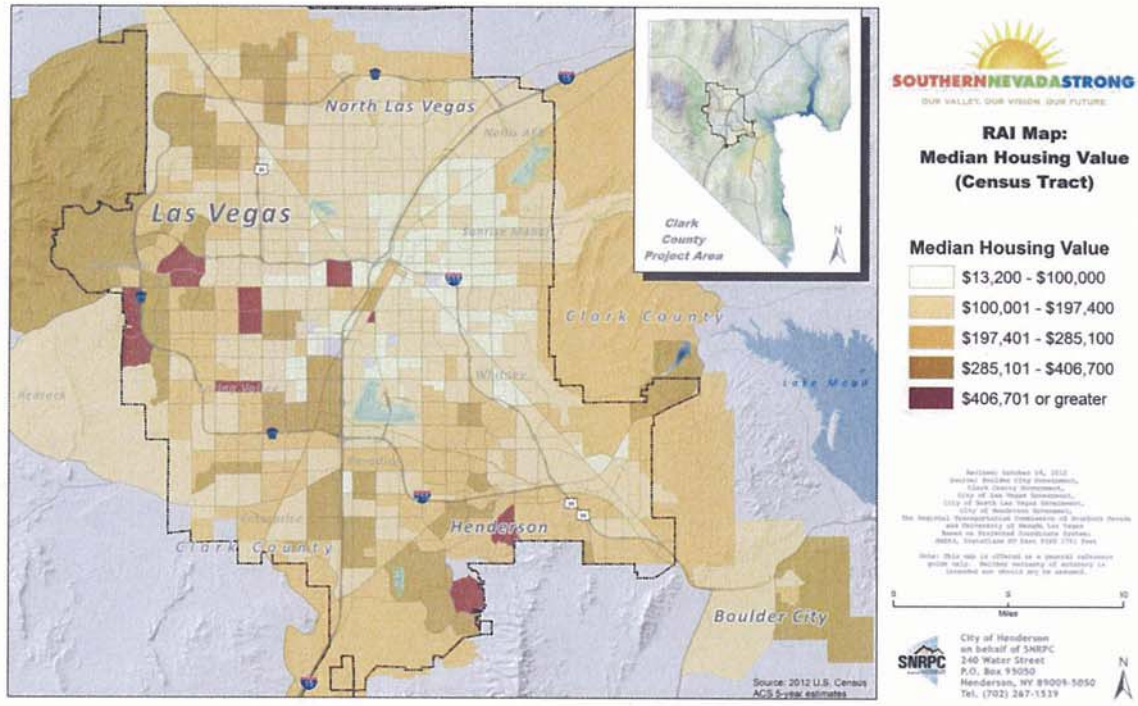


Figure 34 shows the median housing value for the region. The light colors are the lowest values and are concentrated in the northeast section of the Valley and the urban core, with a few higher priced areas near the Las Vegas strip. We have previously seen this area has a higher percentage of racial and ethnic minorities (figures 3, 4, 5) and a higher percentage of female headed households (figure 13). The west and southwest sections of the Valley have a higher concentration of higher priced home values. These areas have a lower percentage of racial and ethnic minorities (figures 3, 4, 5) and also have a larger Caucasian population with higher median income levels (figure 7). These values contribute to higher opportunity levels for those areas with the higher median housing values.

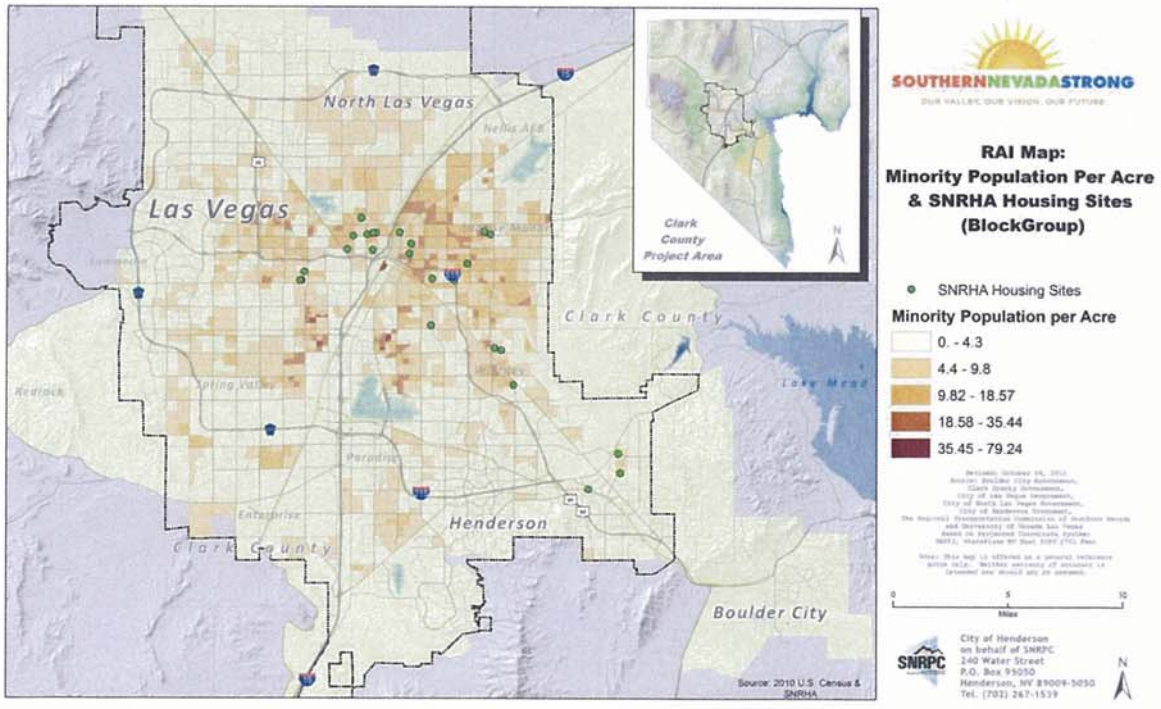
Public Housing Status

The Southern Nevada Regional Housing Authority (SNRHA) is the public housing and voucher agency for Clark County, Las Vegas, Henderson, North Las Vegas and Boulder City. SNRHA was created in 2010 as a consolidation of several different housing authorities within the Las Vegas Valley. They were created into one with the hopes of better serving the residents and of benefiting from a single management and funding system.

The SNRHA has an annual budget of $137 million and has received approximately $20 million in ARRA (American Recovery and Reinvestment Act) funds.

The SNRHA has a housing inventory which includes 19 conventional public housing developments as mapped in Figure 35. These units are owned and managed by the SNRHA. Of the 19 developments, 5 are designated senior developments, 5 are designated as elderly/disabled developments and 9 are designated as family developments. The SNRHA currently provides 2870 public housing units to 7606 residents under the conventional public housing program.

Figure 35 Location of SNRHA Public Housing Developments



The majority of the SNRHA public housing developments are located in census tracts with some minority population, but not the highest minority neighborhoods. Most are located in the middle range of minority population per acre as seen in Figure 35 or the second lowest, which would indicate some minority population but not heavy minority populations. They are however, almost exclusively located in census tracts with low or very low opportunity indexes, as will be analyzed in the next Chapter. Many of the residents may come from these lower opportunity neighborhoods so it may make sense for the developments to be located in these neighborhoods, but this makes it difficult for the residents to relocate to higher opportunity areas. As the SNRHA plans for new site locations, it would make sense to locate some developments within higher opportunity neighborhoods.

Table 43 SNRHA Public Housing residents by race

RACE	Public Housing Residents	Percentage
American Indian	18	0.7%
Asian	89	3.3%
Black	1,376	51.6%
Native Hawaiian	30	1.1%
White	1,115	41.8%
Multiple	41	1.5%
Total	2,669	100%

Source: SNRHA data as of 2/18/2015 based on Head of Households.

Table 44 SNRHA Public Housing residents by ethnicity

ETHNICITY	Public Housing Residents	Percentage
Hispanic	539	20%
Non-Hispanic	2,130	80%
Total	2,669	

Source: SNRHA data as of 2/18/2015 based on Head of Households.

Table 45 SNRHA Public Housing residents by disability status

DISABLILITY STATUS	Public Housing Residents	Percentage
Disabled	1,025	38%
Non-disabled	1,644	62%
Total	2,669	

Source: SNRHA data as of 2/18/2015 based on Head of Households.

Table 43 shows the breakdown by race of the residents in the public housing developments. The largest percentage of residents by race category is African American at 51.6% with Caucasians as the next highest race at 41.8%. These two races make up the majority of the public housing residents. The 2012 African American population for Clark County is 10.7% as seen in Table 5. This is a large discrepancy between the overall population and the percent in public housing specifically for African American residents. At this point it is unknown why the number of African Americans in public housing is so high. The legacy of a history of segregation most certainly influences this, as well as the lower median income for African Americans in Clark County still today ($40, 959 for African Americans in 2012 versus $54,218 for the County as a whole, as referenced in Table 17, Chapter 2). This is in line with national trends and presents a larger social issue than is under the scope of this document. *This does, however, present a prime opportunity to recommend that the SNRHA continue to promote their self-sufficiency programs especially within the African American community.*

Table 44 indicates that 20% of the public housing residents are Hispanic, while 80% are non-hispanic. The 2012 Hispanic population for Clark County was 29.8%, as shown in table 11, meaning that a lower percentage of Hispanics live in public housing than are in the county as a whole.

Table 45 displays the disability status for public housing residents. 38% of public housing residents are disabled, compared with the disability status for the general population, which was 12.6% in 2012, as seen in figure 6 in chapter 2. Although a higher percent live in public housing than in the general population alone, this makes sense when coupled with the harder time these residents face in earning a living wage and finding homes which will accommodate them.

The SNRHA maintains waiting lists for those applicants who have been accepted into the program but have not yet secured housing. For some public housing units, the waiting lists are site-based, while others are maintained under one main database. This process makes utilizing the data for protected class analysis somewhat difficult as the race percentages are not always correct. For that reason, that data is not being displayed completely here. Upon analyzing the data, given the discrepancies, it still appears the waiting list families are similar in race and ethnicity to those who have gained housing and there doesn't appear to be any issues of preferences to any race or ethnicity. *It would be recommended that the SNRHA maintain a more usable database and that local agencies associated with housing, including the SNRHA, research ways to increase their information sharing capabilities for both practical and research applications.*

The SNRHA also administers 10,094 Housing Choice Vouchers (also formerly known as Section 8) that allow families to rent in the private market and receive a subsidy towards their rent. This is a Federal program for assisting low and very low-income families, the elderly, and the disabled to afford decent, safe and sanitary housing in the private market. With this assistance, residents are able to pay approximately 30-40 percent of their annual adjusted income toward rent, while the SNRHA pays the remainder. The SNRHA helps provide housing to approximately 38,000 people under this program.

Figure 36 Locations of Housing Choice by Hispanic Residents with Housing Choice Vouchers, 2014

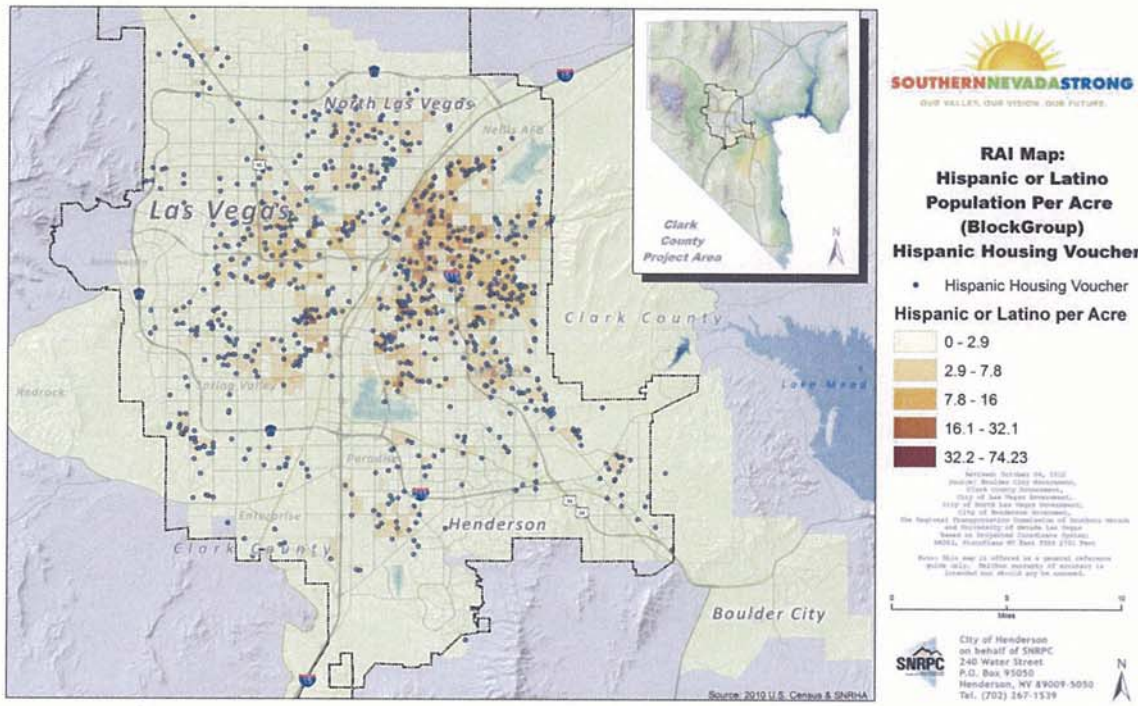


Figure 36 highlights the areas of Hispanic residents with housing vouchers. The locations are fairly spread out throughout the County, with a slightly heavier concentration in the eastern parts of town that already have a higher percentage of Hispanic population. There is an absence of voucher holders living in the southern parts of Henderson (below the I-215) and Summerlin areas, which are areas of high opportunity. It is unknown if this is because the Hispanic population is not choosing to live in these areas or if housing vouchers are less accepted in these areas *This would provide an excellent opportunity for future review to see if landlords and rental complexes in these higher opportunity areas are not accepting Housing Choice Vouchers.*

Figure 37 Locations of Housing Choice by African American Residents with Housing Choice Vouchers, 2014

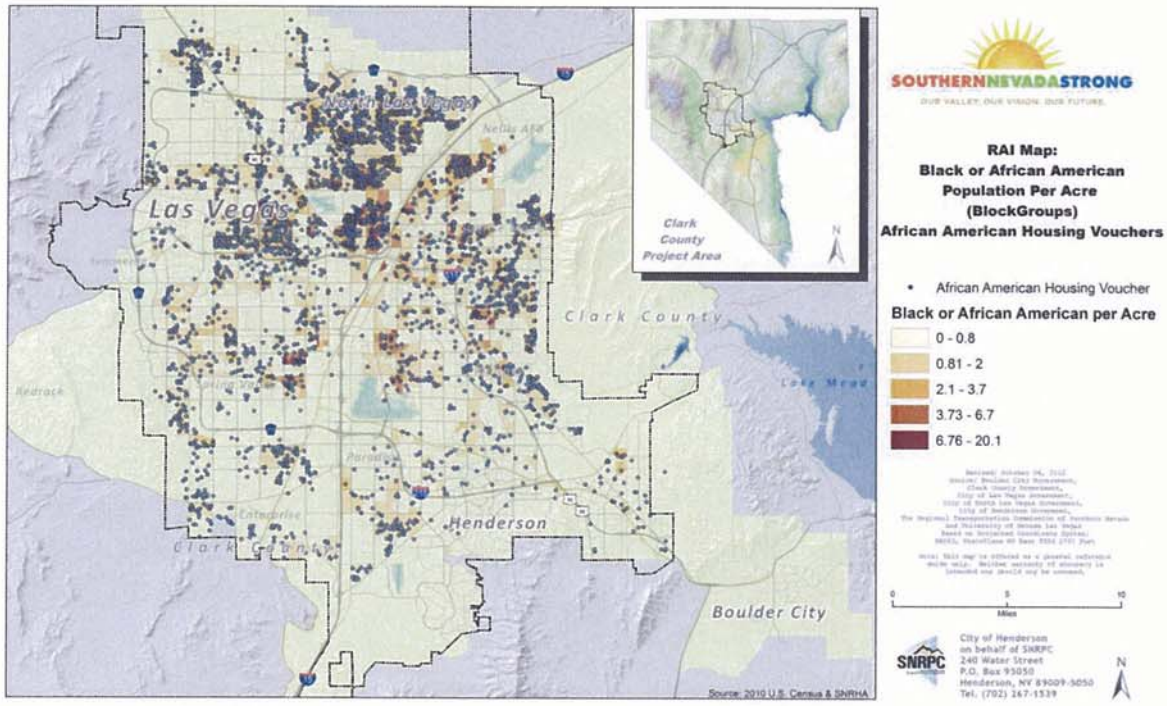


Figure 37 highlights the areas African American residents with Housing Choice Vouchers are residing. The northern part of the valley is heavily concentrated among these residents. There are some scattered African American voucher households throughout the southern half of the Valley, but the majority are located in the northern neighborhoods. They also heavily mirror the areas with an already high percentage of African American residents and low opportunity areas. The southern section of Henderson (south of I-215) is again sparsely populated by African American residents with Housing Choice Vouchers.

It is unknown if these voucher choices are being made by residents wanting to live in these areas, but more than likely, as voiced by Focus Group participants, there are other factors contributing to these residents living in these lower opportunity areas. Many residents voiced concerns of not finding Housing Choice Voucher eligible units in the higher opportunity areas as well as problems relating to the amounts of rental assistance provided, transportation issues, and the application and credit process necessary for rental units in higher opportunity areas.

SNRHA could assist by providing counseling services to help people find housing in high opportunity areas and conduct outreach to landlords and rental complexes in these areas.

Table 46 Voucher holders by jurisdiction and race

Voucher Holders by Jurisdiction	Total Voucher Households	Caucasian	Non-Hispanic Caucasian	African American	Asian	Hispanic of Any Race
Unincorporated Clark County	2977	1071	718	1808	34	395
Las Vegas	2423	718	512	1628	31	220
North Las Vegas	1441	192	108	1232	5	94
Henderson	537	289	231	224	12	66
Boulder City	13	12	12	1	0	0
Total	7391	2282	1581	4893	82	775
Total as a percentage		30.9%	21.4%	66.2%	1.1%	10.5%

Source: SNRHA, April 2014

Table 47 Voucher holders by ethnicity

ETHNICITY	Housing Choice Voucher Residents	Percentage
Hispanic	1,039	10%
Non-Hispanic	9,134	90%
Total	10,173	100%

Table 48 Voucher holders by disability status

DISABILITY STATUS	Housing Choice Voucher Residents	Percentage
Disabled	3,986	39%
Non-disabled	6,187	61%
Total	10,173	100%

Table 46 shows the total number of Housing Choice Voucher holders for each jurisdiction and is also broken down by race. Clark County and Las Vegas have the most total voucher holders, which would not be unexpected by their larger land areas than the other jurisdictions. Henderson seems to be low in the numbers, which was also shown in the maps on previous pages. As a jurisdiction with more high opportunity areas, it would be ideal to find higher participation rates in this area. As noted in the previous paragraph, this could be related to the

amount of rental assistance being provided is simply not enough for participants to be able to afford to live in the higher priced areas.

Table 46 also breaks down the residents by race, and similar to the public housing sites, a disproportionate number of Housing Choice Voucher residents are African American (66.2% compared to 10.7% of total population). As noted above in the public housing section, there are most likely many contributing factors to this. The Southern Nevada Strong Regional Plan provides land use recommendations that would affect many of the social issues that may influence this trend, such as better school siting, improved economic opportunity, and increased transportation choices. However, as noted before this is a larger social trend that needs to be addressed on many fronts. For the purposes of this report, *a recommendation would be made to the SNRHA to continue to promote their self-sufficiency programs, especially within the African American community.*

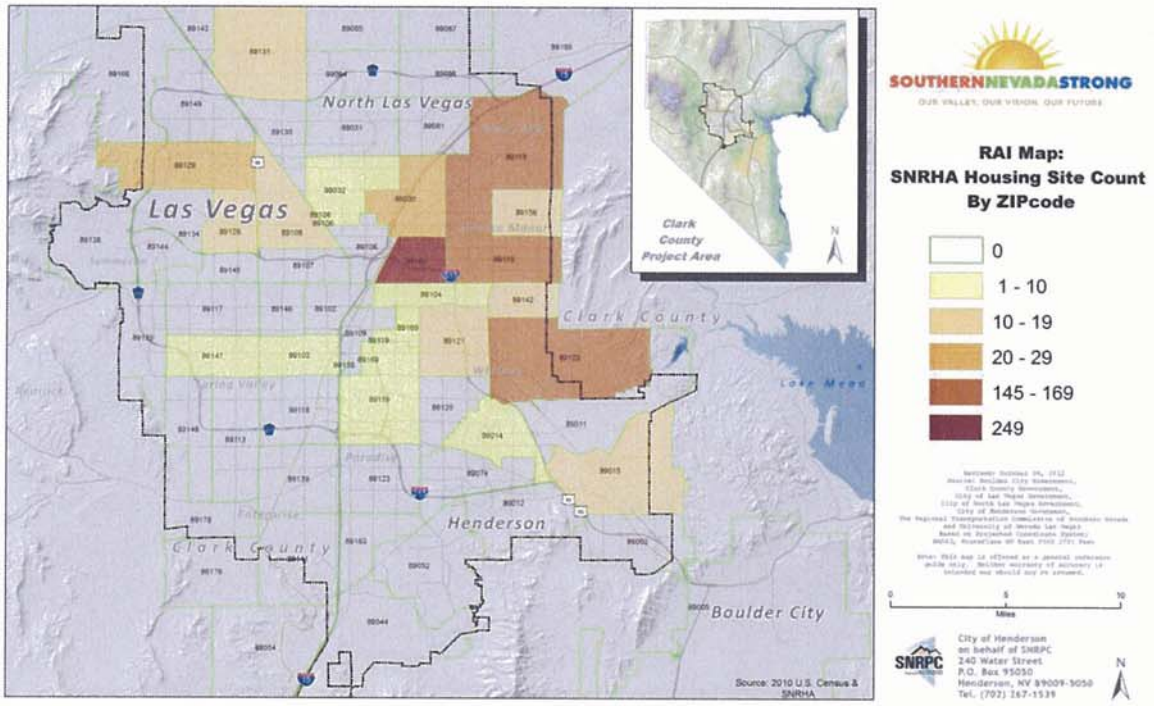
Table 47 indicates that the percentage of residents using Housing Choice vouchers are 10% Hispanic, which is lower than the 29.8% of total population that is Hispanic, and also lower than the 20% that are residents of the public housing units. This population may be affected by a language barrier for any LEP residents who are less familiar with the Housing Choice program than the public housing options. *More SNRHA instruction for LEP residents, as well as more advertising in other languages, especially Spanish may help promote the Housing Choice Voucher program to more Hispanic residents.*

Table 48 displays the percentage of disabled residents who participate in the Housing Choice Voucher program. Approximately 39% of the voucher residents claim disability status, compared with about 12.6% of total county residents, as seen earlier in figure 6. This is comparable to the 38% of public housing residents claiming disability status, probably for much of the same reasons (ie. lack of incomes and necessary housing accommodations).

As noted in the public housing section, the waiting lists for the Housing Choice Voucher applicants was provided by the SNRHA but leaves analysis on the list as very difficult. It again appears to be representative of the residents who are accepted into the program and become voucher residents, however the data as presented is not conducive to a true analysis and therefore, should be better organized for future analysis. As with the public housing waiting lists, *it would be recommended that the SNRHA maintain a more usable database and that local agencies associated with housing, including the SNRHA, research ways to increase their information sharing capabilities for both practical and research applications.*

The SNRHA maintains another 1024 Affordable Housing units shown in figure 38, which includes a multitude of scattered site properties under the Neighborhood Stabilization Program. The affordable housing program was developed by HUD to provide residents struggling with the current economy with an affordable home in which to reside. The rents are a flat fee and set by the individual community, and do not fluctuate based on income. The rents are typically between 30-40% below market. Affordable Housing is available to all residents who qualify, and each individual community has different qualifying criteria. In addition, the SNRHA owns a 60-unit public housing tax credit development called Otto Merida Desert Villas.

Figure 38 Location of SNRHA Affordable Housing Units



The majority of the affordable housing units owned by the SNRHA are in the zip codes 89101, 89110, 89115, and 89122. These zip codes are located in the eastern section of the valley and are concentrated in areas designated as low and very low opportunity index sites. It is a positive program for the SNRHA to be able to utilize these sites in order to provide more affordable housing options for southern Nevada residents, however, SNRHA should attempt to provide more sites in higher opportunity areas. It is obviously a balancing act for SNRHA to weigh the costs of properties versus the amount of families they can help, which very likely contributes to more residences being purchased in these lower priced communities. However, the SNRHA should look for any opportunity to find some lower priced properties in the higher opportunity areas.

There are other affordable housing units available through non-profit and for-profit groups throughout the region. In total (including the SNRHA sites) there are 79 projects for families, 71 for seniors, 11 for residents with disabilities, 1 for mental illnesses, and 2 for veterans for a total of 21,733 units.

Accessible Units

On January 26, 2015, the online database, www.gosection8.com, listed 115 out of 924 accessible units available for use by Housing Choice Voucher participants. This would more than meet HUD's requirement of 5%. Random samples during the month of January and February 2015 produced similar results.

SNRHA defines **ACCESSIBLE DWELLING UNITS as:**

"When used with respect to the design, construction or alteration of an individual dwelling unit, means that the unit is located on an accessible route, and when designed, constructed, or altered, can be approached, entered, and used by individuals with physical handicaps. A unit that is on an accessible route and is adaptable and otherwise in compliance with the standards set forth in 24 CFR 8.32 & 40, (the Uniform Federal Accessibility Standards) is "accessible" within the meaning of this paragraph. "

SNRHA has no HUD-approved disabled-only designated developments.

Offer of accessible units
The SNRHA has units designed for persons with mobility, sight and hearing impairments, referred to as accessible units. No non-mobility-impaired families will be offered these units until all eligible mobility impaired applicants have been considered. Before offering a vacant accessible unit to a non-disabled applicant, the SNRHA will offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under the SNRHA control who has a disability that requires the special features of the vacant unit.

Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

When offering an accessible/adaptable unit to a non-disabled applicant, the SNRHA will require the applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

The Authority will make modifications to the unit in keeping with the Section 504 Transition Plan as the need arises and until the agency determines that an adequate number of units have been rehabilitated in numbers sufficient to evidence compliance with the Plan.

Units designated for the elderly
In accordance with the 1996 Housing Act, a Head or Spouse of at least 62 years of age will be selected for admission to such units or buildings covered by a HUD-approved Allocation Plan, except for the units which are accessible, which may be offered to persons with disabilities. In the event that there are insufficient elderly families who wish to reside in a unit designated for

the elderly, near-elderly families (head or spouse ages 50-61) will be selected for this type of unit.

Limited English Proficiency Plan

The SNRHA has an LEP Plan which covers documents, outreach efforts, language services for residents and training for employees. Most of the SNRHA's vital documents are covered and SNRHA will provide free translation/interpretation from bilingual staff as necessary. SNRHA shall provide bilingual staff in all areas that have direct contact with clients. Additionally, these staff shall have specialized knowledge of the area of service or programs that the LEP person is applying or participating in. Staff shall be trained to ensure they understand and adhere to their role as interpreters without deviating into a role as counselor, legal advisor, or other roles.

The Plan states that SNRHA shall maintain a contract with a professional interpreting service provider to ensure all clients with LEP needs receive equal access to all programs and services. Staff shall be informed of this service and advised how to request said service and schedule appointments. SNRHA shall ensure its main telephone line have information translated in Spanish. This information shall inform clients of the free translation services available.

SNRHA shall conduct outreach in a method that is clearly inclusive of LEP persons identified through its annual analysis. Community partnerships have been developed to further assist in the enhancement of this Plan. All notices posted in printed media shall also be posted in the City's Spanish Newspapers and other minority publications. This plan will be coordinated with SNRHA's Affirmative Marketing Plan and shall include direct marketing strategies to promote Home ownership options directly related to SNRHA's Scattered-Site Homeownership/Housing Choice Voucher and all other programs. Such outreach may include, but not be limited to, special briefings for LEP residents and participants to ensure they understand this program option as well as participating in community-wide homeownership events sponsored by agencies with direct contract with disabled and/or LEP persons. SNRHA shall provide telephone menus in the most common languages encountered on its main switchboards. Additionally, SNRHA shall include notices in local newspapers in languages other than English and provide notices in non-English language radio and television stations about the availability of language assistance services. SNRHA staff will make presentations through community organizations to target LEP persons.

SNRHA shall ensure all staff receives a copy of its LEP Plan and training. This training shall address:
(a) The types of services available to assist clients and how to access these services.
(b) How to respond to LEP callers.
(c) How to respond to written communications for LEP.
(d) How to respond to a LEP person who has in-person contact with SNRHA staff.
(e) How to ensure competency of interpreters and translation services.
(f) How to remain in the role of an interpreter verse a counselor, adviser, etc.
This training shall be conducted for all new employees as part of their orientation and for all current employees to ensure full compliance

Residency Preferences

SNRHA gives local preference points for waiting list applicants, however they are not based on current residential location within Clark County. Extra points are given for the following categories:

- Victims of Federally Declared Disasters: 55 points
- Working preference: 30 points
- Veteran preference: 6 points
- Residency preference for head, co-head or spouse who live, work, or enrolled full time in Clark County school: 5 points
- Disabled veteran: 5 points
- Family of deceased veteran: 4 points

Additionally, the SNRHA has an income targeting policy, whereby monitoring of its admissions is done to ensure that 40% of families admitted to public housing in each fiscal year shall have incomes that do not exceed 30% of area median income of the SNRHA jurisdiction.

The SNRHA also has a de-concentration of poverty and income-mixing policy designed to bring higher income tenants into lower income projects and lower income tenants into higher income projects. The SNRHA does not set specific quotas, but rather strives to achieve de-concentration and income mixing in its development. This policy is not restrictive and would not have a negative effect on segregation, but rather could be beneficial in attempting to attract lower incomes into higher opportunity areas and vice versa higher incomes to currently lower opportunity areas, which could benefit those areas and reverse the trend downward.

The SNRHA has a transfer policy for residents who wish to move within the Las Vegas/ Clark County area, as well as outside of the region. Those who wish to move within the area must have completed their lease and must comply with certain regulations. Those wishing to move outside the Clark County area must have been in the program for over a year. These policies do not seem to restrict housing choice based on policy alone. The high numbers of need and availability of vouchers is probably the more limiting factor. *The SNRHA should make every effort to provide more choice and access to higher opportunity areas around the Las Vegas Valley through a housing opportunity escort program, a housing placement program, and/or more work with local landlords to educate them on the program so more landlords will rent to Housing Choice Voucher holders.*

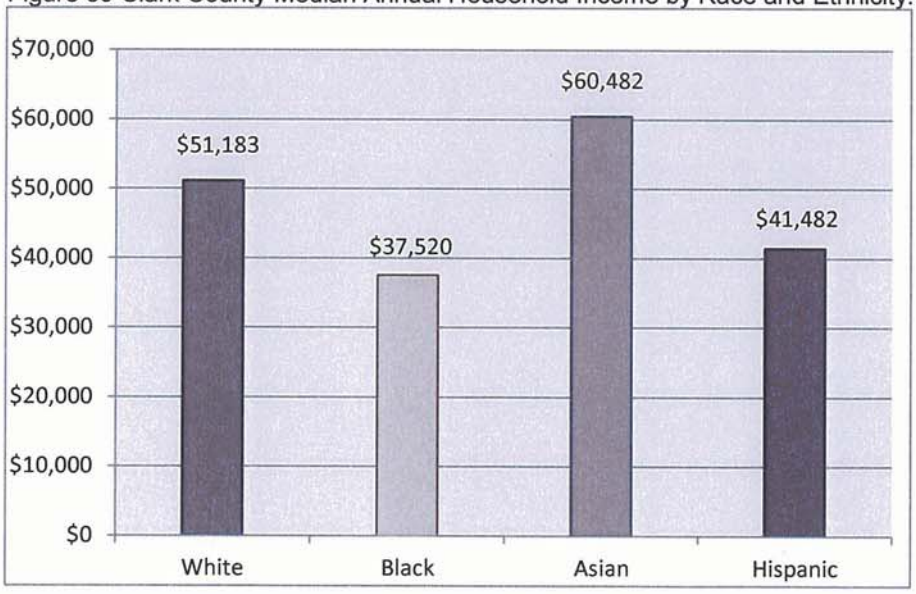
4. FREE MARKET ANALYSIS

The Free Market Analysis™ that follows identifies whether the racial and Hispanic composition of a city and the census tracts within the city is likely due to differences in household income or to discriminatory private and/or public sector practices that distort the free housing market.

Methodology

By taking household income into account, the analysis that follows more accurately identifies possible racial and Hispanic segregation than simply reporting the proportions of each racial or ethnic group within a city or census tract. There is a common misconception that housing is segregated largely because, as a whole, minority households earn less than Caucasian households. As Figure 39 below shows, the median annual household income varies substantially by race and Hispanic ethnicity with Asians having the highest income. The lower annual median incomes of the county's African American and Hispanic residents certainly contribute to the patterns shown on the minority population maps in Chapter 2. However, the analysis that follows controls for these income differences by explicitly taking into account household income to *approximate* the racial and ethnic composition of a city and its census tracts if racial and ethnic discrimination were absent and household income was the primary determinant of where a household lives.

Figure 39 Clark County Median Annual Household Income by Race and Ethnicity: 2012



Source: *2012 American Community Survey,* 1-Year Estimates, Tables B19013A, B19013B, B19013D, B19013H, and B19013I.

This approach requires thinking about housing discrimination and segregation a little differently than usual. Discrimination is the likely cause of an area's racial and ethnic composition when the actual racial and ethnic composition differs significantly from what the composition would be in a free housing market devoid of discrimination. It is very likely that discrimination against racial minorities is the primary cause of a census tract being 90 percent Caucasian if the tract would be expected to be 75 percent Caucasian when taking household income into account.

The approach used here compares the actual racial and Hispanic composition of a census tract or a city with what the approximate racial and Hispanic composition would likely be in a free housing market not distorted by practices such as racial steering, mortgage lending discrimination, discriminatory advertising, discriminatory rental policies, mortgage and insurance redlining, or discriminatory appraisals.[1]

Racial and ethnic or national origin discrimination badly warps the free market in housing by artificially reducing demand for housing in some neighborhoods and artificially increasing demand in others.

Racial and ethnic or national origin discrimination in housing also distort property values. When African Americans or Hispanics, for example, move to African American or Hispanic enclaves, they pay a substantial price in lost housing value. It is well documented that the value and appreciation of homes in segregated minority neighborhoods is generally less than in stable integrated areas and predominantly Caucasian areas. Segregated minority neighborhoods also often lack jobs and business investment opportunities, making them economically unhealthy compared to stable integrated and predominantly Caucasian areas.[2]

For the African American middle and upper classes which had grown so much prior to the Great Recession, living in segregated minority neighborhoods denies them the full economic and educational benefits of middle– and upper–class status enjoyed in stable integrated and in predominantly Caucasian neighborhoods.

For both 2000 and 2008–2012, the tables, listed as the Free Market Analysis in Appendix B, show the actual racial and Hispanic composition of households and the approximate racial composition if household income were the predominant determinant of residency and housing were a genuine free market without the distortions caused by discriminatory housing practices. By using both sets of years, the tables show whether the past decade has resulted in movement toward or away from stable racial and Hispanic integration. When the actual proportions of minorities are significantly less than the proportions that would exist in a free housing market, it is very likely that factors other than income, social class, or personal choice are influencing who lives in the community.

Researchers have concluded "that race and ethnicity (not just social class) remain major factors in steering minority families away from some communities and toward others."[3]

Understanding the Free Market Analysis™

The tables that constitute this Free Market Analysis™ provide the following information for each city and each census tract within each city for 2008–2012 and 2000:[4]

- HHs Actual proportions = Actual proportion of households of each race and Hispanic ethnicity
- HHs Free Market = Approximate proportion of households of each race and Hispanic ethnicity when income is the primary determinant of residency in a free market not distorted by housing discrimination.
- HHs Difference = For each race and Hispanics of any race, the difference between the actual proportion of households and the proportion in a free market not distorted by housing discrimination.

An HHs Difference that is close to ten percentage points is a "substantial" or "significant" enough a gap that it likely reflects the current or past presence of housing discrimination. The greater the difference is, the greater the likelihood that housing discrimination has been, and still is, at play. While other researchers have concluded that differences of just five percentage points indicate that discrimination is distorting the housing market,[5] we set the threshold at eight to ten percentage points as more likely to be indicative of possible discrimination by factoring in those minority households that deliberately choose to live in a predominantly minority neighborhood. We are also taking into account that the proportions in a free market are approximations especially for 2008–2012 since the household income data is based on five–year estimates from the American Community Survey.

The proportions of households in each category in a free market are based on the same household incomes as actual residents had in the years reported and on the same actual cost of rental and ownership housing as it was in the years examined.

We may be allowing for a higher proportion of minority households that prefer to live in a homogeneous minority neighborhood than actually exists. According to the U.S. Census Bureau, the primary reasons households move were for better housing or less expensive housing, for a new job or transfer, to live closer to work and for an easier commute, change in marital status, and to live in a better neighborhood or one with less crime. Living in a homogeneous neighborhood did not even register in the Census Bureau's most recent survey.[6] Over half of the African American households moved for housing–related reasons, a higher percentage than any other group.[7]

Differences that suggest distortions of the free housing market possibly caused by racial discrimination are highlighted in two shades of cautionary yellow. The darker yellow highlights differences of ten or more percentage points while the lighter shade of yellow points to differences of eight to fewer than ten percentage points.[8]

A seemingly high proportion of a racial group or Hispanic households in a census tract is not necessarily a concentration. For example, if a census tract's actual proportion of Hispanic

households is 40 percent, that is not a concentration when the proportion expected in a free housing market is 47 percent. Allowing for the factors discussed above, differences between actual and expected proportions of households that are less than eight percent are close to what would be expected if household income were the predominant determinant of where households live in a free market without housing discrimination. Consequently, this report does not flag such census tracts as having a concentration of a race or ethnicity.

Free Market Analysis™- The Broad Picture in Each Jurisdiction

The full regional housing market consists of Clark County's urban core. Las Vegas and North Las Vegas are the most racially and ethnically diverse cities in Clark County. Table 49, that follows, shows the actual proportions of Caucasians, African Americans, Asians, and Hispanics of any race city- wide in Las Vegas have been what would have been expected. However, as the analysis of Las Vegas by census tract shows, there is growing segregation and resegregation within the city's borders.

The proportion of Caucasian households in Henderson has hovered close to ten percentage points more than would be expected in a free housing market not distorted by discrimination. The gap between the actual proportion of Hispanic households and the proportion expected in a free market has increased slightly. As the analysis of Henderson shows below, the actual proportion of Hispanic households is generally significantly lower than would be expected in most of the city's census tracts. Overall, the actual proportions of African Americans and Asians are close to what would be expected.

The progress that North Las Vegas was making in the 1990s toward lesser concentrations of minorities and greater racial integration has stalled in the current decade. The difference between the actual proportions of Caucasians and the proportion expected in a discrimination–free market has remained substantially the same with fewer Caucasian households than expected. On the flip side, differences between the actual proportion of African American households and the proportion expected has remained significantly large. Concentrations of Hispanic households have intensified and spread, although the citywide difference between the actual proportion of Hispanic households and the expected proportion declined. The actual proportion of Asian households has continued to be what would be expected.

Boulder City continues to exhibit very substantial levels of segregation city-wide except for its Asian population. Its actual proportion of African American and Hispanic households continue to grow incrementally but remains significantly less throughout the city than what would be expected in a free market not distorted by current and/or past housing discrimination.

Table 49 Clark County Cities Racial and Ethnic Household Composition: 2000–2012

Clark County Cities Racial and Hispanic Household Composition: 2000–2012								
Area	2008–2012				2000			
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race
Las Vegas								
HHs Actual proportions	73.7%	11.8%	5.9%	22.1%	75.2%	10.5%	4.1%	15.5%
HHs Free market	72.7%	10.8%	7.7%	20.9%	76.7%	9.0%	4.5%	14.8%
HHs Difference	1.1%	1.0%	-1.9%	1.1%	-1.5%	1.5%	-0.4%	0.7%
Henderson								
HHs Actual proportions	82.7%	5.4%	6.2%	10.3%	87.9%	4.1%	3.0%	7.7%
HHs Free market	73.7%	9.9%	8.1%	19.4%	78.1%	8.0%	4.6%	14.0%
HHs Difference	9.1%	-4.5%	-1.9%	-9.2%	9.9%	-4.0%	-1.5%	-6.3%
North Las Vegas								
HHs Actual proportions	58.1%	22.0%	5.9%	29.5%	60.6%	20.6%	2.9%	27.7%
HHs Free market	72.8%	10.6%	7.8%	21.0%	76.6%	8.9%	4.5%	15.0%
HHs Difference	-14.7%	11.5%	-1.9%	8.5%	-16.0%	11.6%	-1.6%	12.7%
Boulder City								
HHs Actual proportions	97.3%	0.0%	0.8%	3.3%	96.8%	0.3%	0.8%	2.3%
HHs Free market	73.1%	10.5%	7.9%	19.9%	77.4%	8.6%	4.5%	14.3%
HHs Difference	24.1%	-10.5%	-7.1%	-16.6%	19.4%	-8.3%	-3.7%	-12.0%

Access to Opportunity

The concentrations of "minorities" in parts of Las Vegas, North Las Vegas, and unincorporated Clark County carries with it significant consequences because where you live determines the kinds of life opportunities you can access — one of the reasons that it is so important to end housing discrimination and achieve economic, racial, and ethnic diversity.

To identify the degree to which residents within the Clark County urban core have access to these life opportunities, the researchers at The Kirwan Institute for the Study of Race and Ethnicity engaged in "opportunity mapping" to generate an "overall opportunity index" rank for each Clark County census tract based on 19 variables in three broad subject–area categories:

- Educational opportunity (eight variables measured)
- Health and environmental opportunity (six variables measured)
- Social and economic opportunity (five variables measured)[9]

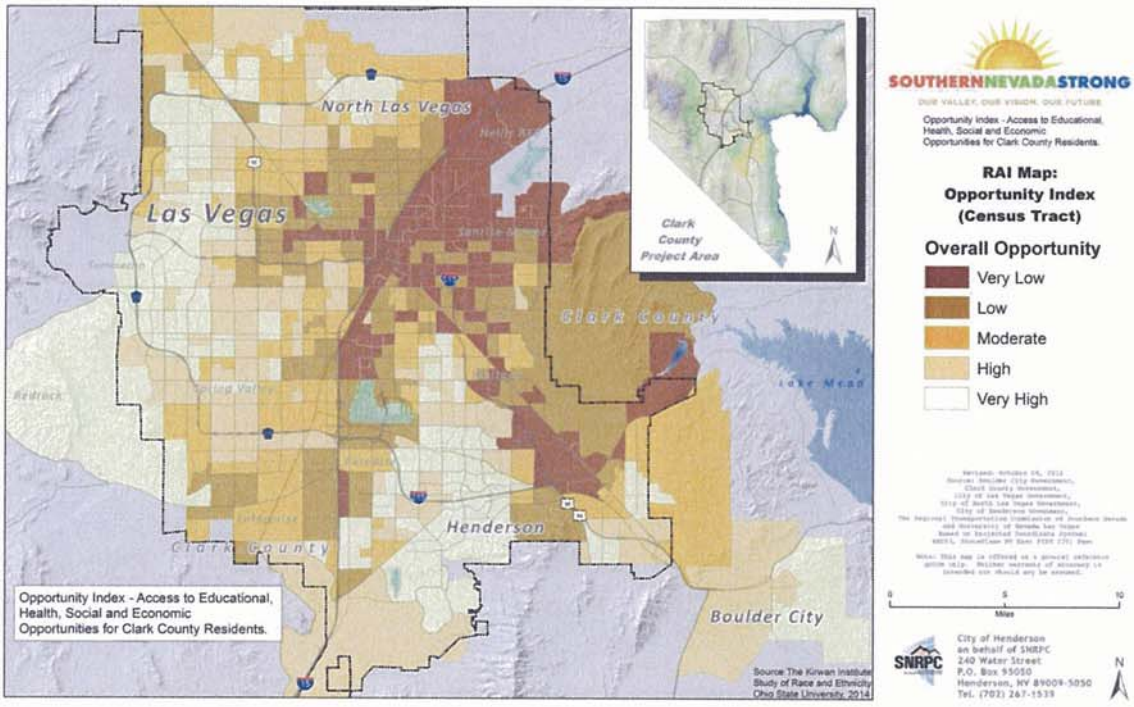
The Kirwan Institute describes "opportunity mapping" as a ...process of collecting, analyzing, and interpreting geographically referenced data to show neighborhood–level areas with more or less access to the infrastructure and services that people need to have healthy and productive lives. The Kirwan Institute pioneered the use of opportunity maps to empower communities, to connect residents to opportunity, and to build opportunity in communities where it is lacking.

The Overall Opportunity Index combines into a single metric data on several factors, each of which has been shown in the literature to influence one's ability to succeed in life. The chief assumption under- lying this approach is that multiple neighborhood factors have a combined influence on neighborhood residents. Some characteristics of one's neighborhood have detrimental effects — for example, poverty, high crime, and the lack of healthy food choices — while others provide advantages — for example, access to transit and recreation, good schools, and quality early childhood education. The Opportunity Index represents the balance of these positive and negative effects across a community, a city, or an entire MSA [Metropolitan Statistical Area].[10]

The Kirwan Institute combined the scores from the three subareas into a single "overall opportunity index" that shows the relative degree of access to opportunity across the county. They sorted the overall opportunity index for the county's census tracts into quintiles and assigned five overall opportunity rankings: very low, low, moderate, high, and very high.[11]

The map below, Figure 40, shows the distribution of the five levels of opportunity throughout Clark County's urban core. The concentration of low and very low opportunity census tracts is nearly identical to the concentrations of minorities shown in Chapter 2.

Figure 40 Overall Opportunity Index by Census Tract in Clark County Urban Core



Tables 50 and 51 reveal the uneven distribution of opportunity levels among the four cities in Clark County's urban core.

Table 50 Distribution of Overall Opportunity Index within each Clark County City

Distribution of Overall Opportunity Index Within Each Clark County City								
Overall Opportunity Index	Las Vegas Census Tracts		Henderson Census Tracts		North Las Vegas Census Tracts		Boulder City Census Tracts	
	Number	Percent	Number	Percent	Number	Percent	Number	Percent
Very High	32	21.5%	30	48.4%	5	10.4%	1	25.0%
High	29	19.5%	16	25.8%	5	10.4%	3	75.0%
Moderate	29	19.5%	6	9.7%	11	22.9%	0	0.0%
Low	33	22.1%	4	6.5%	10	20.8%	0	0.0%
Very Low	26	17.4%	6	9.7%	17	35.4%	0	0.0%
Total	149	100%	62	100%	48	100%	4	100%

Table 50 shows that Las Vegas has the most balanced distribution of overall opportunity rankings among its census tracts, while nearly three–fourths of Henderson's tracts are ranked very high or high. About one–fifth of the tracts in North Las Vegas are ranked very high or high while 56.2 percent of them are low or very low. All of Boulder City is high or very high.

Table 51 Proportion of Each Overall Opportunity Index in each Clark County City

Proportion of Each Overall Opportunity Index in Each Clark County City				
Overall Opportunity Index	Las Vegas Census Tracts	Henderson Census Tracts	North Las Vegas Census Tracts	Boulder City Census Tracts
Very High	47%	44%	7%	1%
High	55%	30%	9%	6%
Moderate	63%	13%	24%	0%
Low	70%	9%	21%	0%
Very Low	53%	12%	35%	0%
Percentage of all Clark County Tracks	57%	24%	18%	2%

As is clear from the map on the previous page and the above table, the lower opportunity areas are concentrated in North Las Vegas, Las Vegas, and tracts in unincorporated Clark County adjacent to the lower opportunity tracts in these two cities. As discussed in the remainder of this chapter, these lower opportunity tracts tend to coincide with tracts that have significant Hispanic and African American populations with lower median household incomes.

Nearly three–fourths of the four cities' high and very high tracts are concentrated in Henderson, which consists of 24 percent of the tracts in the four cities. Additionally, the higher opportunity tracts in Las Vegas are concentrated in the western part of the city.

To affirmatively further fair housing, minority households of modest incomes need access to the higher opportunities in these higher opportunity tracts if they are to attain upward mobility. Henderson and Las Vegas need to proactively foster practices which promote housing affordable to these households with modest incomes in the tracts where these concentrations of high and very high opportunity are located.

Adding housing affordable to households with modest incomes to areas with high and very high overall opportunity index rankings does not reduce those rankings. The factors on which the rankings are based are not changed by the introduction of affordable housing and households with modest incomes — as long as these units are not clustered together. They need to be scattered throughout a development and throughout a neighborhood.

These cities need to look for tools for implementing policies that help affirmatively further fair housing and enable access to higher opportunities for households of modest incomes.

Opportunity Areas for Unincorporated Clark County

Unincorporated Clark County, within the Las Vegas Valley inner core, consists of Spring Valley, South Summerlin and the Enterprise neighborhoods in the southern and western sections of the Valley, stretches though the south portion of the Las Vegas strip, and then curves north up the most eastern portions of the Valley up to Nellis Air Force Base.

The neighborhoods of Spring Valley, South Summerlin and Enterprise make up the southern and western sections of the Valley and, for the most part are moderate to very high opportunity areas. The Spring Valley neighborhoods have some minority concentrations, as seen in Figures 3, 4 and 5 in Chapter 2, as well as some pockets of very low income; however, they have maintained positive opportunity levels. Spring Valley has an area known as China Town, which is a series of commercial establishments and strip malls, made up of Chinese and Asian restaurants, retail establishments and services. This neighborhood has traditionally had a higher than would be expected Asian residential population due to the availability of traditional Asian goods and services.

The South Summerlin and Enterprise neighborhoods have higher home values and rents; however, the Spring Valley neighborhood does have areas and pockets of lower priced homes and rentals. South Summerlin and Enterprise also have much lower percentages of minority populations.

There is an additional area of high and very high opportunity in the unincorporated areas to the east of the Clark County airport and to the west of Boulder Highway. This area has few minority residents, higher home prices and rents, and higher income levels. It continues south to meet City of Henderson's similar higher opportunity areas.

As you move to the east side of the Las Vegas strip, the opportunity levels fall into the low and very low levels in several neighborhoods. This can also be seen adjacent to Boulder Highway, and continues into the City of Henderson's adjacent neighborhoods. These areas have higher numbers of poverty, lower school ratings and lower home and rent prices. These areas do not have high levels of minority residents.

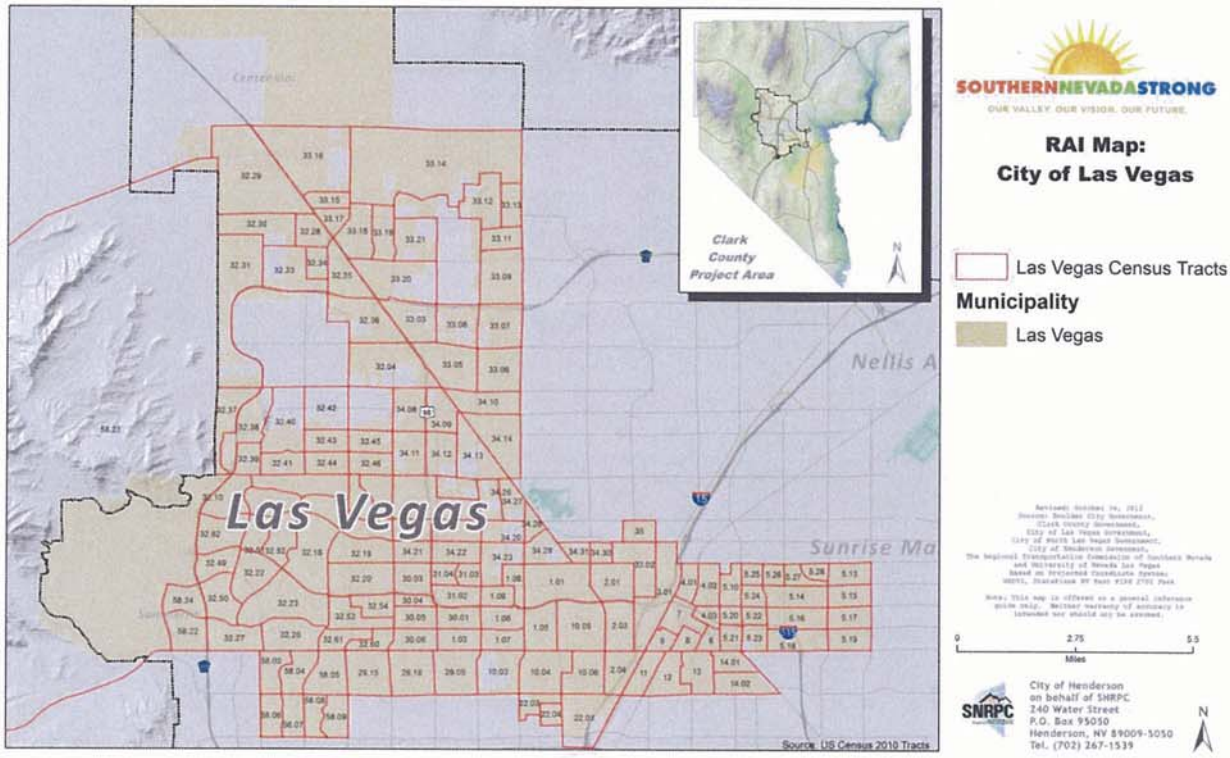
The most concentrated areas of very low opportunity for unincorporated Clark County are located along Las Vegas Blvd in the northeast, just west of Nellis Air Force Base. While this area does have a moderate number of Hispanic residents, it does not appear to be as heavily concentrated as neighboring areas in the cities of Las Vegas and North Las Vegas.

Analysis by City

For each census tract, this analysis of impediments identifies the actual proportions of households of Caucasian, African American, Asian, and Hispanic of any race, comparing the data from 2000 with the data from 2010, and the approximate proportions that would be expected in a genuinely free housing market that is not distorted by racial or ethnic discrimination.[12] The full table and breakdown by Census tract is available in the Appendix B.

Las Vegas

Figure 41 Las Vegas census block map



While the racial and Hispanic composition of the entire city of Las Vegas has been what would be expected in a housing market free of discrimination, a closer look by census tract reveals that while Las Vegas is very diverse, the city is becoming more segregated by race and Hispanic ethnicity during the twenty–first century. At the turn of the century, the actual racial and Hispanic composition of 50 of the city's census tracts — 45 percent of 110 tracts — was close to the composition that would have been expected in a free market not distorted by housing discrimination. But by 2012, the actual proportions were as expected in just 27 of the city's 149 census tracts.

Some extremely intense African Americans and Hispanic enclaves have developed east of Rancho Drive and near the intersection of I-15 and US 95 (known locally as the Spaghetti Bowl). The African American enclaves begin east of Rancho with census tracts 34.30, 34.31, 35.00, 3.02, 2.01, and 2.03 with 3.01, 4.01, and 6.00 at the east end. The actual proportion of African American households is also significantly greater than expected in several additional tracts (4.03, 5.20, 5.23, 5.13, 5.25, and 5.28) that are within an intense enclave of tracts where the actual proportion of Hispanic households is substantially greater than would be expected in

a discrimination–free housing market (tracts 4.02, 5.10, 5.26, 5.27, 5.13 through 5.24, 13.00, 14.01, 14.02).

Many of these tracts are located in the area of Las Vegas that historically known as the "westside". As a result of property deeds, non-white owned or customer oriented businesses were confined to clubs on the "west side" of the railroad tracks in downtown Las Vegas. This also was enforced in many of the work positions, thus African Americans, except those who provided the labor for low-paying menial positions or entertainment, were limited in employment occupations at the white owned clubs. Additionally segregation of residential properties was occurring so that many of the African Americans who worked in this area also lived there.

The concentration of African Americans in the enclaves with the most intense concentrations in 2000 has decreased, which indicates a step in the direction of affirmatively furthering fair housing choice. However, the areas where the African American concentrations were not as intense in 2000 have generally become more intense during the decade that followed. There are additional Hispanic enclaves already in place and continuing to develop. The concentration that currently exists is immediately east of Rancho (tracts 34.31, 2.01) and west of Ranchero (tracts 1.01, 1.04, 1.06, and 1.08). Just a single tract separates that concentration from enclaves in tracts 34.20, 31.02, 31.03, 31.04, 30.01, 1.03, and 10.03.

Tract 33.17 is the only tract far from the Hispanic enclaves where the actual proportion of Hispanics is significantly greater than the expected proportion. However, the actual proportion of Hispanic households in nearly every tract around 33.17 was less than expected in 2012: tracts 33.15, 33.18, 32.35, 32.36, 32.04 through 32.09, 34.10, 32,11, 33.18, 32.20, and 32.21.

The actual proportion of Hispanic households in most of the tracts in the southwest corner of Las Vegas (south of Alexander and west of Rainbow) is substantially less than would be expected in a discrimination–free housing market. A lower median income among Hispanic households does not explain these differences between actual and expected proportions of Hispanic households.

Generally the difference between actual and expected proportions of Hispanic households has widened since 2000 except in the tracts in and around The Strip. In both tracts 7.00 and 9.00, the actual proportions of Hispanic households were slightly less the expected proportions in 2000. By 2012, those differences had become significant.

By 2012, a growing number of tracts had become majority Hispanic or close to it, although in a discrimination–free housing market the proportion of Hispanic households would be substantially less: 1.03, 1.05, 1.08, 4.02, 5.10 through 5.22, 5.25 through 5.28, 13.00, 14.02, 22.03, 22.04, and 34.31. The proportion of actual Hispanic households was more than ten percentage points greater than expected in a free housing market. The cluster of tracts in the southeast end of Las Vegas are immediately south of a cluster of tracts with similar characteristics in North Las Vegas, creating a large Hispanic area at the east end of both cities.

Likely contributing to these concentrations is the common phenomenon throughout the nation of first generation immigrants moving into neighborhoods with a concentration of other Hispanic households. Over time, subsequent generations would be expected to move out of these ethnic

neighborhoods as they become upwardly mobile and are assimilated into the American mainstream. These areas also contain a number of grocery stores and professional services that cater to a Hispanic population and advertise in Spanish.

Away from these African American and Hispanic enclaves are three scattered tracts where the actual proportion of African American households is significantly greater than expected: 33.08 and 32.35 in the city's northwest section; and 34.18 bounded by Smoke Ranch, Lake Mead, Buffalo, and Rainbow. The actual proportion of African American households is much less than expected in the two tracts immediately north of 32.49, tracts 32.62 and 32.10, in tract 32.11 northeast of 32.49, and in tract 58.24, southwest of tract 32.49 in the Summerlin neighborhood.

The actual proportion of African American households is also lower than would be expected in tracts 32.31 along the city's west border and 32.61 at Charleston and Rampart amid an abundance of tracts where the actual proportion of Hispanics is significantly less than expected in a free housing market. While the actual proportion of African American households is close to what would be expected in all but six of the census tracts west of Rancho, the actual proportion of Hispanic households is significantly less that what would be expected in more than 40 of the tracts west of Ranchero.

Opportunity Areas in Las Vegas

Broadly speaking, there appears to be two Las Vegas's, separate and with unequal opportunity:

> High Opportunity Las Vegas: A primarily non–Hispanic Caucasian Las Vegas west of Rainbow and north of Lake Mead and;
>
> Low Opportunity Las Vegas: A primarily minority Las Vegas east of Rainbow and south of Lake Mead

Nearly all of the census tracts in the Low Opportunity Las Vegas offer "very low" and "low" overall opportunity levels while the vast majority of the tracts in High Opportunity Las Vegas enjoy "very high," "high," and "moderate" overall opportunity levels.

As the map in Figure 40 shows, census tracts with "very low" and "low" opportunity index rankings dominate Clark County's northeast quadrant, encompassing the first area in Las Vegas noted above and North Las Vegas. Moving west of US 95 in Las Vegas, is a mix of tracts in all five rankings. "High" and "very high" opportunity tracts dominate the southwest corner of the city. Most of the census tracts in the west section of Las Vegas offer "medium" and higher overall opportunities, with just three tracts of "low" opportunity and none with "very low" opportunity in the city's northwest corner.

The tracts where the actual proportion of African American and/or Hispanic households is approximately ten or more percentage points greater than would be expected in a discrimination–free housing market overwhelmingly have "low" and "very low" overall opportunity rankings. These tracts tend to be the ones identified earlier as African American or Hispanic enclaves. However, a handful of tracts with this gap that are located outside these

enclaves have "moderate" (1.01, 30.01, 34.18), "high" (10.03), and "very high" (32.49, 33.08) opportunity ranks.

As noted earlier, it is likely that the concentrations of Hispanic households reflect the common phenomenon throughout the nation of first generation immigrants moving to identifiable Hispanic neighborhoods. Over time, subsequent generations would be expected to move out of these concentrations as they become upwardly mobile and are assimilated into the American mainstream. However, these enclaves tend to be located in "very low" and "low" opportunity areas where access to community resources such as high quality education and good–paying jobs that facilitate upward mobility are very few as seen in Chapter 3.

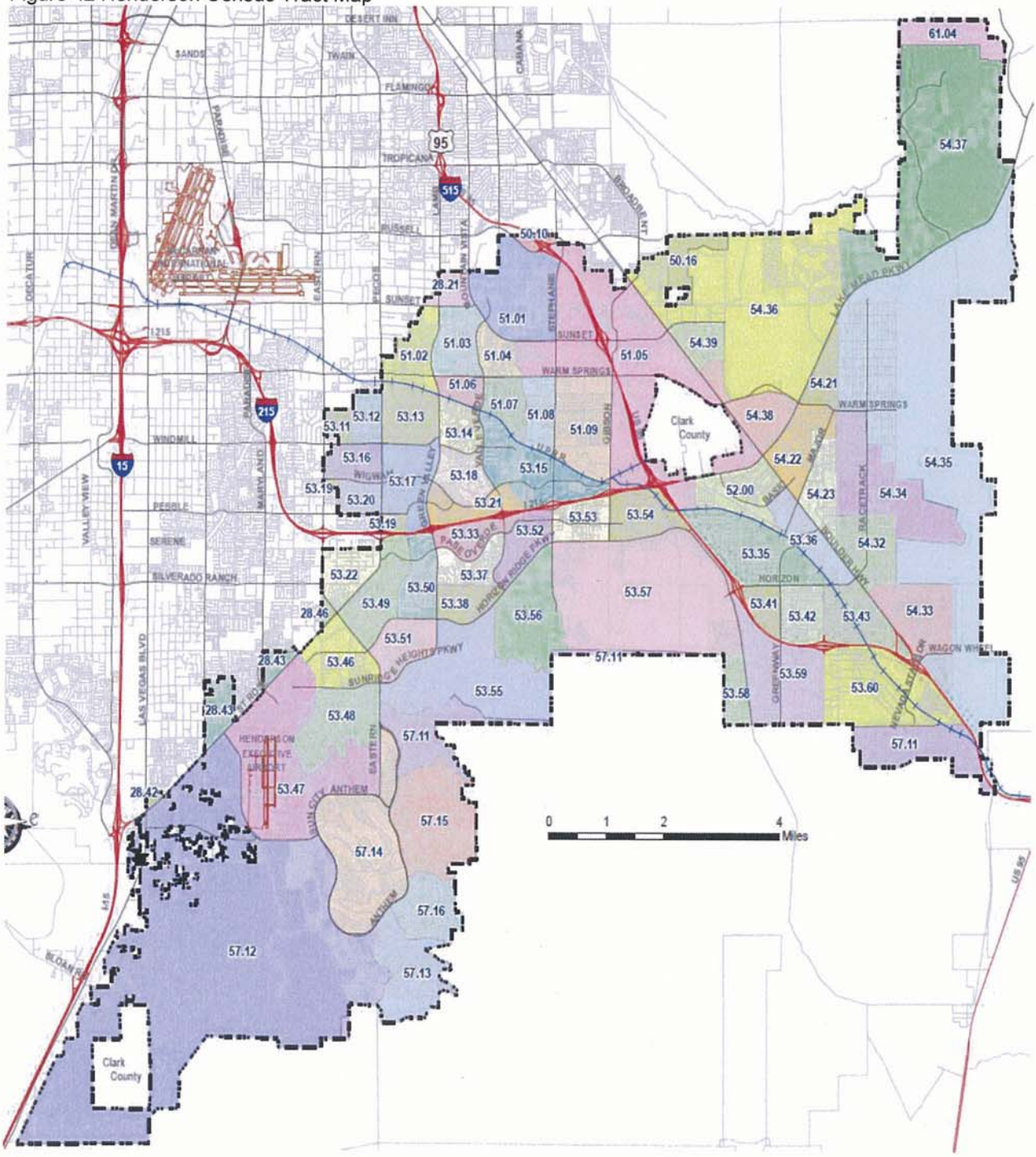
Las Vegas census tracts show these "minority" concentrations are not due just to the lower median incomes of African American and Hispanic households. The African American enclave west of The Strip, mentioned earlier as "The Westside" is both intensely segregated by race and by opportunity. The opportunity levels of these tracts are nearly all "very low" and "low."

In addition to the actual proportions of African Americans in these tracts being substantially more than ten percentage points greater than what would be expected in a housing market absent discrimination, the actual proportion of Caucasians runs much less than would be expected. For example, see tracts 2.01, 3.01, 3.02, 34.30, 34.31, and 35.00 where the actual proportions of white households are, respectfully, 23.3, 45.8, 53.3, 31.0, 22.7, and 52.7 percentage points less than what would be expected in a discrimination–free housing market.

Concurrently, the actual proportions of African American households living in those tracts are, respectively, 23.6, 51.9, 57.2, 37.2, 18.7, and 57.2 percentage points higher than the levels expected in a free housing market.

These intense levels of racial concentration combine with a lack of access to higher opportunity to make upward mobility very difficult, foster development of a permanent underclass, and pose a serious barrier to affirmatively furthering fair housing choice.[13] In addition to implementing the recommendations to expand housing choices, *Las Vegas needs to foster the growth of affordable housing to households of modest incomes in the High Opportunity Las Vegas to assure that these affordable dwelling units are affirmatively marketed to households in the racial and ethnic groups whose actual proportions are significantly lower than the proportions expected in a discrimination–free housing market.*

Figure 42 Henderson Census Tract Map



Henderson

From 2000 to 2012, the actual proportions of Henderson households that are African American or Asian are roughly what would be expected in a free market absent any housing discrimination. During this time, the actual proportion of Henderson's households that are Hispanic has been about half of what would be expected in a discrimination–free housing market.

The proportion of the city's households that are African American has hovered around four percentage points less than the expected proportion of African American households. Overall, the percentage of Asian households in Henderson is pretty much what would be expected in a discrimination–free housing market. While the percentage of Henderson households that are Hispanic has grown slightly from 2000 to 2012, the difference between what was expected in a free market without discrimination and the actual proportion of Hispanic households widened slightly. Meanwhile, the percentage of households that are Caucasian decreased by about 5 percentage points, leaving the city with a Caucasian population that is nearly ten percentage points greater than would be expected in a free housing market without discrimination.

No Henderson census tracts have a concentration of African American households. The actual proportion of African American households was less than expected in a free market absent housing discrimination in all but six of the city's 62 census tracts— 90 percent of the city's tracts. The actual proportion in the other six tracts was roughly what would be expected. In a number of those census tracts where the actual proportion of African American households was less than expected in 2000, the gap increased by a few percentage points in 2008–2012. At the same time, this difference declined in a similar number of census tracts.

There are no concentrations of Hispanic households in Henderson that significantly exceed the proportion of Hispanic households that would be expected in a discrimination–free housing market.

Overall, the actual proportion of Hispanic households in Henderson continues to hover just under ten percentage points less than what would be expected in a free market devoid of housing discrimination. In most Henderson census tracts, the actual proportion of Hispanic households continued to be less than would be expected in a free market. This difference, however, declined in a good many other Henderson tracts. Generally speaking, the changes were a handful of percentage points which, given that these data are approximations, may not be significant. But it is clear that from tract 57.13 at Henderson's southwest end up to 54.37 at the city's northeast corner, the percentage of Hispanics living in Henderson is less than would be expected in a discrimination–free housing market.

The proportion of actual Hispanic households is roughly what would be expected in a free market in just three of the city's 61 census tracts — 51.02 (by 2.5 percentage points), 54.22 (by 3 percentage points), and 54.39 (by 1.7 percentage points). The actual proportion of Hispanic households was significantly less than the proportion expected in the absence of discrimination in 32 census tracts, just over half of the city's tracts. The actual proportion of Hispanic households was 15 or more percentage points lower than the expected proportion in just two tracts:

53.15 (17.5 percentage points less than expected) and 53.57 (16.9 percentage points less than expected).

The three tracts with significant Hispanic populations reflect what would be expected in a discrimination–free market. While nearly one–fourth of the households in tract 54.39 are Hispanic, that is roughly what would be expected in a free market absent discrimination. Additionally, while 14 percent of the households in adjacent tract 54.38 are Hispanic, that proportion is less than the nearly 23 percent that would be expected in a free housing market. While more than 18 percent of the households in nearby tract 54.34 are Hispanic, that is about what would be expected in a free housing market.

The question remains, however, why the proportion of Hispanic households in Henderson remains about nine percentage points less than would be expected in a discrimination–free housing market. *Testing may be warranted to see if any steering is taking place.*

There is a possibility that concentrations of Asians are developing in adjacent tracts 57.12 and 57.16 in the southwest corner of Henderson. The proportion of Asian households in census tract 57.12 doubled from 2000 to 2012 and is now more than ten percentage points greater than would be expected in a free housing market.

The proportion of Asian residents in tract 57.16 was nearly five times greater in 2008–2012 than in 2000. It is now twice what would be expected in a free housing market absent discrimination. Meanwhile the proportion of Hispanic households declined from 3.7 percent in 2000 to 0.9 percent in 2008–2012 and is about 18 percentage point less than would be expected in a free housing market. *These figures suggest "testing" should be conducted to determine if Hispanics are facing discrimination and Asians are being steered to this tract.*

Overall, Henderson is well positioned to engage in the practices and programs recommended to expand housing choices, especially those of Hispanics, so that they will consider Henderson and its higher opportunity areas as a place to live. If Henderson is proactive, it has an excellent opportunity to prevent high levels of racial and ethnic segregation from developing.

Opportunity Areas in Henderson

Henderson is a mainstay of high opportunity among the three large cities in Clark County. Nearly three–quarters of Henderson's 62 census tracts in 2012 have "high" or "very high" overall opportunity levels. Slightly fewer than ten percent are ranked as "medium" while just six percent are "low" and just under ten percent are "very low." Even though just 23 percent of the census tracts in the four cities are in Henderson, 44 percent of the "very high" opportunity tracts and 30 percent of the "high" opportunity tracts are there. The lowest percentages of "moderate," "low," and "very low" tracts are in Henderson.

As noted earlier, the actual proportions of African American households living throughout Henderson are about what would be expected in a free market without housing discrimination — a difference of 4.5 percentage points between actual and expected in 2012 and a nearly identical four percentage points in 2000. In 2012, "very low" opportunity census tract 52.00 was the only Henderson tract where the actual proportion of African American households was

substantially less than what would be expected — 11.2 percentage points, the same gap as for Hispanic residents in the tract.

It is a different picture for Henderson's Hispanic population however. Citywide, the actual proportion of Hispanic households is more than nine percentage points less than expected in a free market, a small increase from the 6.3 percentage point gap in 2000.The actual proportion of Hispanic households is significantly less than what would be expected in 35 of the city's 62 census tracts — 56 percent of the tracts. In 2000, actual proportions were substantially less in just 14 census tracts.

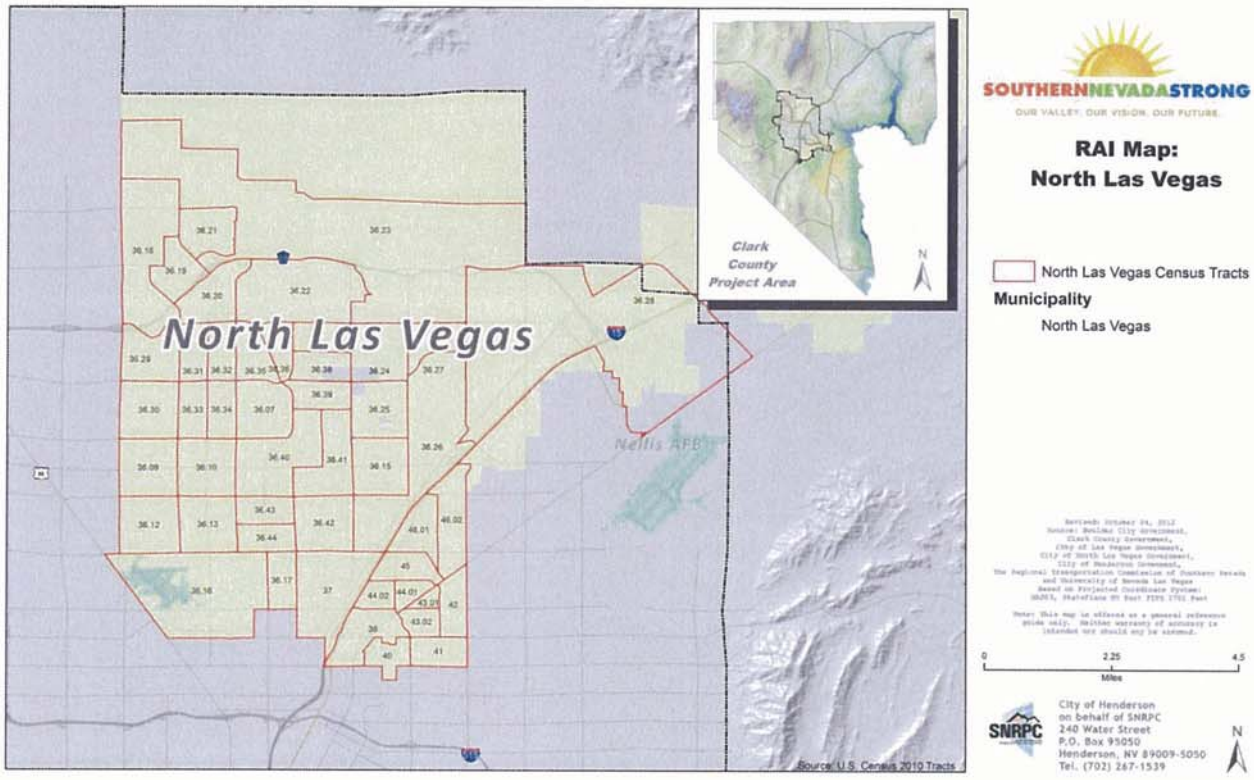
So while it appears that African American households that can afford to live in Henderson are living throughout the city with no concentrations, it appears Hispanic households that can afford to live in Henderson may be encountering obstacles that discourage them from living in Henderson.

Extensive testing in Henderson is needed to help reveal what these obstacles may be. It is also possible that the proportion of Hispanic households is depressed by first generation immigrants seeking homes in established Hispanic enclaves as did their predecessors from other immigrant groups.

To advance fair housing, Henderson needs to fully participate in the programs which would expand housing choices so that more Hispanics will add Henderson — where access to high opportunities is the greatest among the large cities in Clark County — to where they look for housing.

North Las Vegas

Figure 43 North Las Vegas census block map



During the 1990's, North Las Vegas appeared to have made substantial progress toward overcoming discriminatory practices that had created very large differences in 1990 between the city's actual racial composition and what would have been expected in a free market absent housing discrimination.[14] These trends appear to have stalled during the first decade of the new century.

In 1990, the proportion of white households was just 51.6 percent, 31.7 percent less that the proportion expected in a free housing market. By 2000, the actual percentage had risen to 60.6 and the difference between actual and expected had dropped to 16 percentage points — a very healthy movement toward affirmatively furthering fair housing.[15]

During the 1990s, the number of minorities living in North Las Vegas did not decline. The increase in the proportion of Caucasians was due to a substantial in-migration of whites to North Las Vegas during a population boom and surge in residential building. As reported below, the proportion of African Americans declined due to this increase in the number of white residents

as well as significant increases in the number of Asians, multi–racial individuals, and people of all other races.[16]

In 2012, the proportion of Caucasians was 58.1 percent and the difference between the actual and expected proportion of Caucasian households was 14.7 percent — both pretty close to the 2000 proportions. But there is no indication of further movement toward overcoming suppression of the proportion of Caucasians living in North Las Vegas and increased the actual proportions of African American and Hispanic households.

The population of North Las Vegas boomed again during the 2000s, growing from 115,488 individuals in 2000 to 216,961 in 2012. Of the additional 101,473 residents, 63.7 percent were Caucasian; 20 percent were African American; 9.7 percent were Asian; 10 percent were two or more races; and 40 percent were Hispanic of any race.[17] Note that these proportions of individuals naturally differ a bit from the racial and Hispanic composition of households used in this free market analysis.

In 1990, the proportion of African American households was 34.3 percent, 25 percentage points higher than would have been expected in a free housing market not distorted by discrimination, where African American households would have constituted less than ten percent of the city. By the end of the decade, the proportion of African American households had declined by more than a third to 20.6 percent. The difference between actual and expected had been reduced to 16 percentage points.

In 2012, the proportion of African American households held fairly steady at 22 percent and the difference remained nearly unchanged at 11.6 percentage points.

Between 1990 and 2000, the higher percentage of Caucasian households and lower percentage of African American households, however, were due almost entirely to an influx of Caucasian residents, not a reduction in the number of African American or Asian residents.[18]

Within North Las Vegas, the actual proportion of African Americans in 22 of the city's 48 census tracts (46 percent) was close to the proportion expected in a discrimination–free housing market. That was the case in just ten of 26 of the city's census tracts in 2000 (38 percent).[19] During the 2000s, concentrations of African American households declined in more tracts than the grew.

In 2000, census tract 36.03 was huge and largely undeveloped (northern most developable area). Since the housing boom of the 2000's, tract 36.03 exploded with development and significant racial and Hispanic diversification. In 2000, the tract was 100 percent Caucasian, 23.9 percent more than would have been expected in a free market. The population of tract 36.03 grew so much during the past decade that it was divided into eight tracts and parts of three others for the 2010 census (tracts 36.18 through 36.28). In 2012, the actual proportion of African American households was significantly greater than what would be expected in six of the 11 tracts; the proportion of Asians was higher only in tract 36.22; the proportion of Hispanics was higher only in tract 36.21.

In 2012, the actual proportion of white households in eight of the 11 tracts carved out of tract 36.03 was significantly less than would be expected in a free market devoid of housing discrimination. Most of the tracts carved out of 36.03 circle around the north and east borders of North Las Vegas' center where the actual proportion of African Americans is significantly greater than would be expected in a discrimination–free housing market. These tracts experienced a large residential building boom along with the completion of the I-215 northern beltway, and have a large concentration of newer homes.

Concentrations of African American households appear to be developing in adjacent tracts 36.24 and 36.25. These tracts are adjacent to 36.15 where the actual proportion of African Americans has been more than 12 percent higher than would be expected since 2000 (the tract did not exist in 1990). This could indicate a movement of the African American population northward towards the newer areas of North Las Vegas, and away from the more traditionally "African American neighborhoods".

These tracts are within a larger group in the center of North Las Vegas where the disparity between actual and expected proportions is greater, as high as 37.3 percent in tract 36.17 and 36.4 percent in tract 36.16. However in both tracts, this gap declined from 54.3 percent in 2000. The disparity between actual and expected proportions of African American households in tract 36.44 more than doubled from 18.6 percent in 2000 to 39.5 percent in 2012. However, in adjacent tract 37.00 the difference declined from 73 percent in 2000 to 58.2 percent in 2012.

Over the 22 years studied, the difference between the actual and expected proportions of Asian households living in North Las Vegas has remained under two percentage points which suggests that Asian households generally include North Las Vegas among their housing choices and that Asians probably do not encounter widespread housing discrimination when seeking a residence in North Las Vegas. The actual proportion of Asian households in North Las Vegas rose from 1.6 percent in 1990, to 4.1 percent in 2000, and to 5.9 percent in 2012. The actual proportions have been very close to the proportions of Asian households anticipated in a discrimination–free market: 2.6 percent in 1990, 4.5 percent in 2000, and 7.8 percent in 2012.[20] This steady, but incremental growth of the city's Asian population represents a healthy pace of diversification in North Las Vegas.

North Las Vegas' Hispanic households are intensely concentrated along the city's northeast end,[21] just north of the cluster of Las Vegas census tracts with similar concentrations. Concentrations are not as intense in tracts 36.10, 36.13, and 36.16 in the city's southwest corner.

The Clark County's 2011 Analysis of Impediments cautioned that "conditions appear to be ripe for expansion of minority concentrations."[22] "Initial 2010 Census data show that all 15 tracts are being consolidated into these Hispanic enclaves."[23]

This is exactly what has happened. These neighborhoods have been consolidated into the existing Hispanic enclaves, generating extreme concentrations of Hispanic residents that rival the levels of segregation of African Americans in the nation's most segregated cities. In North Las Vegas, the actual proportion of Hispanic households in this cluster of tracts ranges from 53.4 percent in tract 38.00 (which is 29.4 percentage points greater than would be expected in

discrimination–free housing market) to 86.4 percent in tract 43.02 (which is 62.1 percentage points more) and 80 percent in tract 43.01 (which is 55.6 percentage points more).[24]

These concentrations are far greater than the concentrations of African Americans in North Las Vegas. The intensity of concentration among the city's most concentrated African American census tracts was 70.7 percent in 2010 tract 37.00 (58.2 percentage points greater than expected, but less concentrated than in 2000 when it was actually 83.3 percent African American, 73 percentage points greater than expected) and 51 percent in tract 36.44 (39.5 percentage points greater than expected and more concentrated than in 2000 when it was 26.6 percent African American, eight percentage points more than expected).

The tracts with the next greatest concentrations of African American households were 36.16 (7.9 percent actual; 11.5 percent expected) and 36.17 (49.2 percent actual; 11.9 percent expected), both of which were not as concentrated as in 2000.

Between 2000 and 2012, the proportion of Hispanic households increased in every North Las Vegas census tract except 36.41 where it remained steady at roughly 13 percent and 36.36 where it declined by about 1.4 percentage points, not necessarily a significant amount. However, in both tracts, the difference between the actual proportion of Hispanic households and the proportion expected in a discrimination–free housing market widened, especially in tract 36.36 where the lower proportion of Hispanic households increased from an insignificant 5.5 percent to a more significant 11.4 percent.

Throughout this nation's history, it has not been unusual for first generation immigrants to initially live in ethnic enclaves. It is extremely likely that the in–migration of Hispanic households to Clark County is contributing to the expanding concentrations of census tracts where the actual proportion of Hispanic households is substantially greater than what would be expected in a free market without housing discrimination.

However, the intensity of these concentrations runs counter to the principle of affirmatively furthering fair housing. As explained below, these concentrations place a huge proportion of the county's — and North Las Vegas' — Hispanic population in "low" and "very low" opportunity areas, denying them access to the resources needed to achieve upward mobility.

While it is possible that over time subsequent generations will have the financial resources and inclination to move from these enclaves to higher opportunity neighborhoods, there is the strong possibility that these increasingly ethnically segregated neighborhoods will continue to be segregated unless steps are taken to expand the housing choices of their residents. The longer the jurisdictions in Clark County wait to implement these recommendations, the longer it will take to reduce these intense concentrations of Hispanic residents and enable them to fully participate in seeking to achieve the American Dream.

Opportunity Areas in North Las Vegas

Access to living in the higher opportunity areas of North Las Vegas appears to be limited largely to the city's wealthier households of any race or Hispanic ethnicity. However, in those tracts where the actual proportion of a "minority" was significantly greater than would have been

expected in a free market devoid of housing discrimination, access to higher opportunity neighborhoods varies considerably.

The census tracts where the actual proportion of African American households in 2012 was significantly greater than what would have been expected in a discrimination–free housing market ran the full spectrum when it came to their overall opportunity indices. Two of the tracts were "very high opportunity" and four were "high" opportunity. Seven tracts each were ranked as "moderate" or "low" opportunity with six tracts identified as "very low" opportunity.

In all the other tracts where the actual proportion of African American households were not out of line with the proportion expected in a free market, African American households lived in neighborhoods with the full range of opportunity levels.

At $60,482 in 2012, Clark County's Asian households had a significantly higher annual median income than any other race or Hispanics of any race. The median income of Caucasian households was $51,183; African Americans was $37,520; and Hispanics was $41,482.29.[25] Consequently, it is no surprise that Asian households living in North Las Vegas tend to live in higher opportunity neighborhoods.

Within North Las Vegas, the actual proportion of Asian households significantly exceeded the expected proportion in four census tracts:

- Very high opportunity tracts 36.19 and 36.22 towards the northwest end of the city; and
- Adjacent tracts 36.26 (moderate opportunity) and 36.27 (low opportunity) on the city's east end.

It appears that Asian households are moving into the two very high opportunity tracts 36.19 and 36.22 more than the other very high and high opportunity tracts. There is a possibility that concentrations could be developing in these two tracts. The concentration could be developing due to well–off recent immigrants choosing to live in neighborhoods where a substantial number of other Asians already live, a behavior common to first generation immigrants in this country. *It would benefit the city to conduct testing in the very high and high opportunity tracts to determine whether Asian households are being steered to these two tracts and/or away from other higher opportunity tracts.*

In most of the moderate, low, and very low opportunity census tracts, the actual proportion of Asian households is smaller than the proportion that would be expected in a discrimination–free housing market. The proportion actually living in the very low opportunity tracks hovers around six percentage points lower than would be expected which falls within the range of a free housing market.

In the census tracts where the actual proportion of Hispanic households was not out of line with the proportion expected in a free market without housing discrimination, Hispanic households lived in neighborhoods with the full range of opportunity levels. In 2012, there were just two census tracts in North Las Vegas where the proportion of Hispanic households was more than ten percentage points lower than expected in a free market: 36.21 (actual proportion 2.1

percent; expected 21.1 percent) and 36.36 (actual 6.4 percent; expected 17.2 percent). Tract 36.21 has a "moderate" overall opportunity index while tract 36.36 is ranked "very high."

Not one of the census tracts where the actual proportion of Hispanic households of any race in 2012 was significantly greater than what would have been expected in a discrimination–free housing market was ranked "very high" or "high" opportunity. Just one tract had "moderate" opportunity. Two were ranked as "low opportunity" while 11 were considered "very low" opportunity. Residents of these tracts lack access to housing in higher opportunity tracts where the resources exist to achieve upward mobility.

Boulder City

To place Boulder City's racial and Hispanic composition in context, it is important to review the city's origins. Two years after Congress authorized construction of the Hoover Dam, Six Companies, Inc. hired 4,000 men to work on the Dam in 1930. None was African American. Construction began in 1931. The first housing was occupied in the fall of that year. In 1932, the federal government created and managed Boulder City. African Americans were not allowed to live in Boulder City.[26] Responding to pressure from federal officials, Six Companies, Inc. hired the first ten African American workers for the Hoover Dam project. Just 44 of the 20,000 workers employed during the construction period were African American.[27]

Given this legacy and the city's distance from the center of Clark County's urban core, it is not surprising that Boulder City's demographics would be less than diverse. It is a legacy that will require concerted efforts to overcome and reverse.

Since 1990, Boulder City has become less racially and ethnically diverse. The number of African American residents has been so low — hovering between 107 in 2000 and 130 in 2010 — that African American households barely register in the random samples that the American Community Survey uses for identifying household income — the source of data used in this analysis. That's why the percentage of African American households in every Boulder City census tracts is reported as 0.0 percent in the table even though the 2010 census reports a small number of African American individuals living in each Boulder City tract.

In a free housing market devoid of racial discrimination, Boulder City would have been about 85.5 percent Caucasian in 1990, not 98.3 percent. Its Hispanic population would have been more than six times greater than it was. Five times as many Asian households would have lived in Boulder City. About 395 African American households (7.7 percent of all households) would have lived there — as noted earlier, the actual number of African American households was so small that it did not register in the American Community Survey's random sample. Even in 2000, the number of African American households in a free housing market would have been more than 29 times greater than the number that was estimated to actually live in Boulder City.[28]

In 2000, the proportion of Caucasians in every census tract was 18.2 to 20.3 percentage points greater than would be expected in a free housing market. In 1990, the difference was between 12 to 13.6 percent.[29]

In three out of four census tracts, the proportion of Hispanics was more than ten percentage points less than what would be expected in a free housing market— the difference was 9.3 percent in the fourth tract. In one tract, less than one–half of one percent of the residents were Hispanic while in a free market absent discrimination the percentage would have been about 14 percent. In the other tracts, the actual proportion of Hispanics ranged from one–sixth to one–third of what would be expected if income determined who lived there. The proportion of Hispanics actually declined during the 1990s. In 1990, Boulder City's Hispanic population was about one–third of what would be expected absent discrimination. In 2000, it had declined to one–sixth.[30]

Far fewer Asians lived in Boulder City in 2000 than would be expected in a housing market not distorted by discrimination. The percentage of Asian households grew from 0.5 percent in 1990 to 0.8 in 2000. However, in 2000 approximately 4.5 percent of the population would have been Asian in a discrimination–free housing market — five and a half times more than the actual population. In 1990, the difference was five times.[31]

Both as a whole and in the individual census tracts, the difference between the actual racial and Hispanic composition and what would be expected in a free market without discrimination generally widened between 2000 and 2010. In a free market, proportion of the population of the city and each of its census tracts would be less than three–quarters Caucasian, about 10 percent African American, roughly 8 percent Asian, and approximately 20 percent Hispanic. Instead, the city and each census tract are nearly all Caucasian, nearly without any African American or Asian residents, and with far fewer Hispanic residents than would be expected in the absence of housing discrimination.

Since all of Boulder City's census tracts present a high or very high overall opportunity index, it is clear that minority households that can afford the housing in Boulder City and not living there are not accessing these higher opportunity areas.

Despite the passage of more than 80 years since segregation was literally forced upon Boulder City in the 1930s, given all the different reasons why households choose to live where they live, and given relatively low actual mobility rates, especially among homeowners, there is no reason to expect today's Boulder City to exhibit the same levels of diversity present in Las Vegas or North Las Vegas. However, in a genuine free housing market not distorted by discrimination, it would be reasonable to expect the city to be moving in the direction of greater racial and ethnic diversity rather than less.

The data continue to suggest the likelihood that several classic segregative phenomena are at work in Boulder City. It is possible that few African Americans, Hispanics, and Asians even consider moving to Boulder City because most, rightly or wrongly, feel they would not be welcome there. It is also possible that African Americans, Hispanics, and Asians who seek to move to Boulder City have been steered away from Boulder City or encountered housing discrimination. *The only way to know for certain is to conduct extensive "testing" of real estate and rental agents in Boulder City and in nearby portions of Clark County.*

Boulder City needs to implement recommendations for mitigating this racial and Hispanic segregation if the city is to affirmatively further fair housing.

Opportunity Areas in Boulder City

Boulder City residents all live in at least "high" opportunity neighborhoods. Three of the city's four census tracts rank as "high" on the overall opportunity index. The fourth tract rates "very high." These higher opportunity neighborhoods however, appear to be unavailable to members of minority groups who can afford to live there. As noted above, far fewer African Americans, Asians, or Hispanics actually live in Boulder City than would be expected absent the city's founding legacy of housing discrimination and possible ongoing housing discrimination.

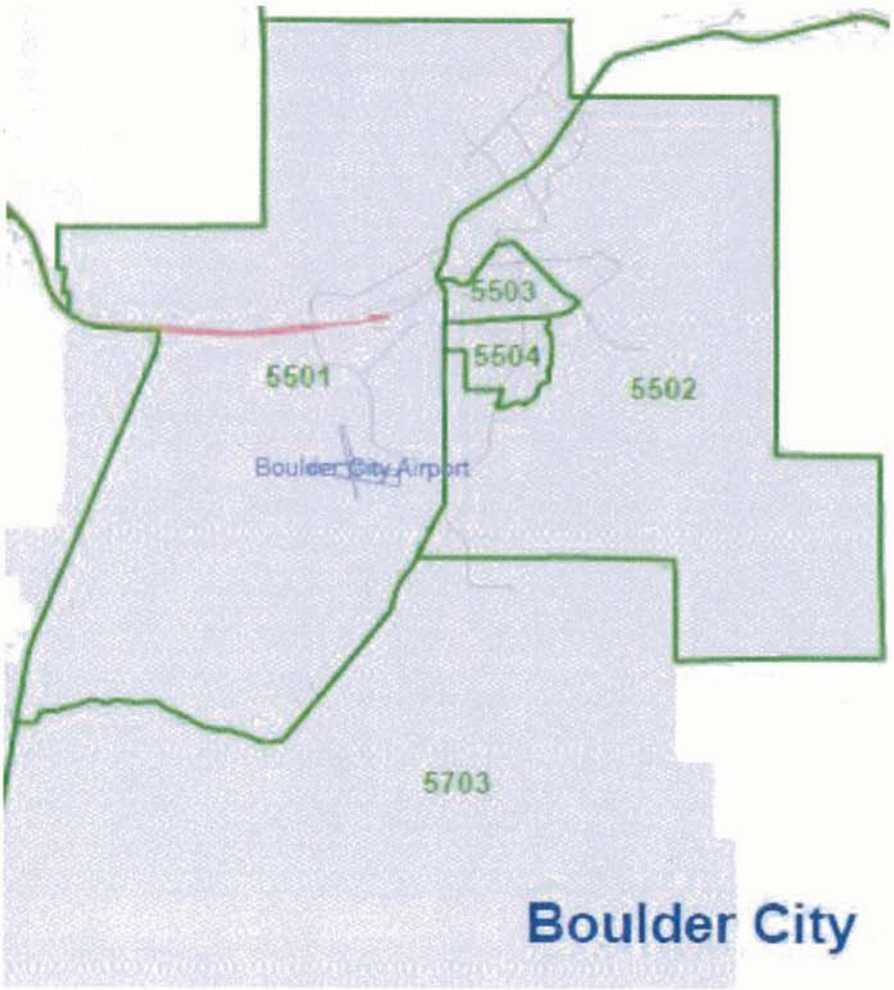


Figure 44 Boulder City Census Tract Map

[1] Determining the approximate racial and ethnic composition of a geographic area like a census tract, neighborhood cluster, or entire city is a fairly straightforward, albeit lengthy, process. Here is the step–by–step procedure using a census tract as an example. First we obtain from the U.S. Census the number of households for the census tract that are in each of 16 income ranges starting with "Less than $10,000" and "$10,000 to $14,999" and ending with "$150,000 to $199,999" and "$200,000 or more." Within each income range, the census specifies the number of Caucasian, African American, Asian, and Hispanic households. We obtain the same data for the entire housing market within which the census tract is located. *The housing market here consists of all of Clark County, Nevada.*
We then multiply the number of Caucasian households in an income category in that census tract by the percentage of white households in that income bracket for the full housing market. This gives us a good approximation of the number of white households in this income bracket that would live in this census tract if income determined who lived there. We calculate these figures in all 16 income brackets for whites, Blacks, Asians, and Hispanics of any race. *This procedure assures that the census tract income of residents in a free market without discrimination is the same as the income of actual residents.* We then add up the number of households in each racial or ethnic group to get the approximate racial and ethnic composition of the census tract if income were the prime determinant of who lives there. From this we calculate the percentages of the census tract that each group comprises. These percentages are then com- pared to the actual proportion of each racial or ethnic group within the census tract to identify the difference between actual census numbers and a free housing market without discrimination.
[2] *D. Coleman, M. Leachman, P. Nyden, and B. Peterman, Black, White and Shades of Brown: Fair Housing and Economic Opportunity in the Chicago Region* (Chicago: Leadership Council for Metropolitan Open Communities, February 1998), 28–29. *See* chapter 5, note 1.
[3] Ibid., v. The methodology, first developed by Harvard economist John Kain, is explained in detail beginning on page 17 of the study. A PDF file of the entire study (28.1 megabytes) can be downloaded at http://www.luc.edu/curl/pubs.
[4] The household incomes for 2000 are from the 2000 U.S. Census. Because the 2010 U.S. Census did not ask for household income, we used household income from the American Community Survey 2012. Five–Year Estimates for 2008–2012. Due to the larger sample size, these were more reliable than one–year and three–year estimates.
[5] See Black, White and Shades of Brown: Fair Housing and Economic Opportunity in the Chicago Region
[6] David Ihrke, Reason for Moving: 2012 to 2013 Population Charactertistics (Washington, DC: United States Census Bureau, June 2014).
[7] Ibid. 4.
[8] In this analysis, we will sometimes refer to the composition of Boulder City and Henderson in 1990. That data are available in Planning/Communications, Clark County, Nevada Analysis of Impediments to Fair Housing Choice 2011 (River Forest, IL: April 2011) 26–35. Because Las Vegas and Henderson were not part of that analysis of impediments, 1990 Free Market Analysis™ data are not available for their census tracts..
[9] For a detailed explanation of these variables and methodology, *see* The Kirwan Institute for the Study of Race and Ethnicity, *Technical Documentation: Calculating the Diversity Data Kids Overall Child Opportunity Index — Methods and Indicators* (Columbus, OH, Ohio State University) April 2014. This paper is available from Southern Nevada Strong.
Data sources were: U.S. Census Bureau: Decennial Census 2010, American Community Survey 2007–2011, Zip Business Patterns 2009; State Department of Education 2010-2011; National Center for Education Statistics, Common Core of Data 2010–2011; diversitydatakids.org Early Childhood Database (State Early Childhood Care and Education Licensing Database 2012 and 2013, National Center for Education Statistics, Common Core of Data 2009–2010, National Association for the Education of Young Children Accredited Program Database, 2012 and 2013); ESRI Business Analyst 2011; Department of Housing and Urban Development, Neighborhood Stabilization Program 2010; Environmental Protection Agency, Toxic Release Inventory Program 2010.
[10] Ibid. 1.
[11] Ibid. 2.
[12] The number of households in other ethnic groups and racial classifications ("some other race," "two or more races") are so relatively small that data based on their samples are not reliable enough to include in the tables that follow. Note also that a substantial proportion of Hispanics report themselves as being "some other race" which explains why, in some neighborhood clusters and census tracts with high proportions of Hispanics, the proportions of whites, Blacks, and Asians do not equal 100 percent.
[13] For a detailed explanation of this phenomenon, see Douglas Massey and Nancy Denton, American Apartheid: Segregation and the Making of the Underclass (Cambridge, MA: Harvard University Press, 1993).
[14] Planning/Communications, Clark County, Nevada Analysis of Impediments to Fair Housing Choice 2011(River Forest, IL: April 2011) 26-30.
[15] Ibid.
[16] Ibid.

[17] U.S. Census Bureau, Table QT-P3 "Race and Hispanic or Hispanic Origin: 2010" and Table DP-1, "Profile of General Demographic Characteristics:2000."
[18] Ibid.
[19] Planning/Communications, Clark County, Nevada Analysis of Impediments to Fair Housing Choice 2011 (River Forest, IL: April 2011) 30
[20] Ibid. 27.
[21] North Las Vegas 2010 census tracts 38.00, 40.00, 41.00, 42.00, 43.01,43.02,44.01,44.02,45.00, 46.01, and 46.02
[22] Planning/Communications, *Clark County, Nevada Analysis of Impediments to Fair Housing Choice 2011* (River Forest, IL: April 2011) 29.
[23] Ibid. 31.
[24] These two 2010 census tracts replaced the 2000 tract 43.00 which was 79.3 percent Hispanic, 62.8 percentage points more than would be expected in a discrimination-free housing market. Ibid, 29, 30.
[25] 2012 American Community Survey, 1–Year Estimates, Tables B19013A, B19013B, B19013D, and B19013I.
[26] Rachel J. Anderson, "Timeline of African–American Legal History in Nevada (1861–2011)" (2012) Scholarly Works. Paper 689. http://scholars.law.unlv.edu/facpub/689. Published in Nevada Lawyer (Feb. 2012) 10.
[27] Ibid.
[28] Planning/Communications, Clark County, Nevada Analysis of Impediments to Fair Housing Choice 2011 (River Forest, IL: April 2011) 33.
[29] Ibid.
[30] Ibid.
[31] Ibid.

5. ACCESS TO COMMUNITY ASSETS

Factors Affecting Housing Markets and Housing Choice

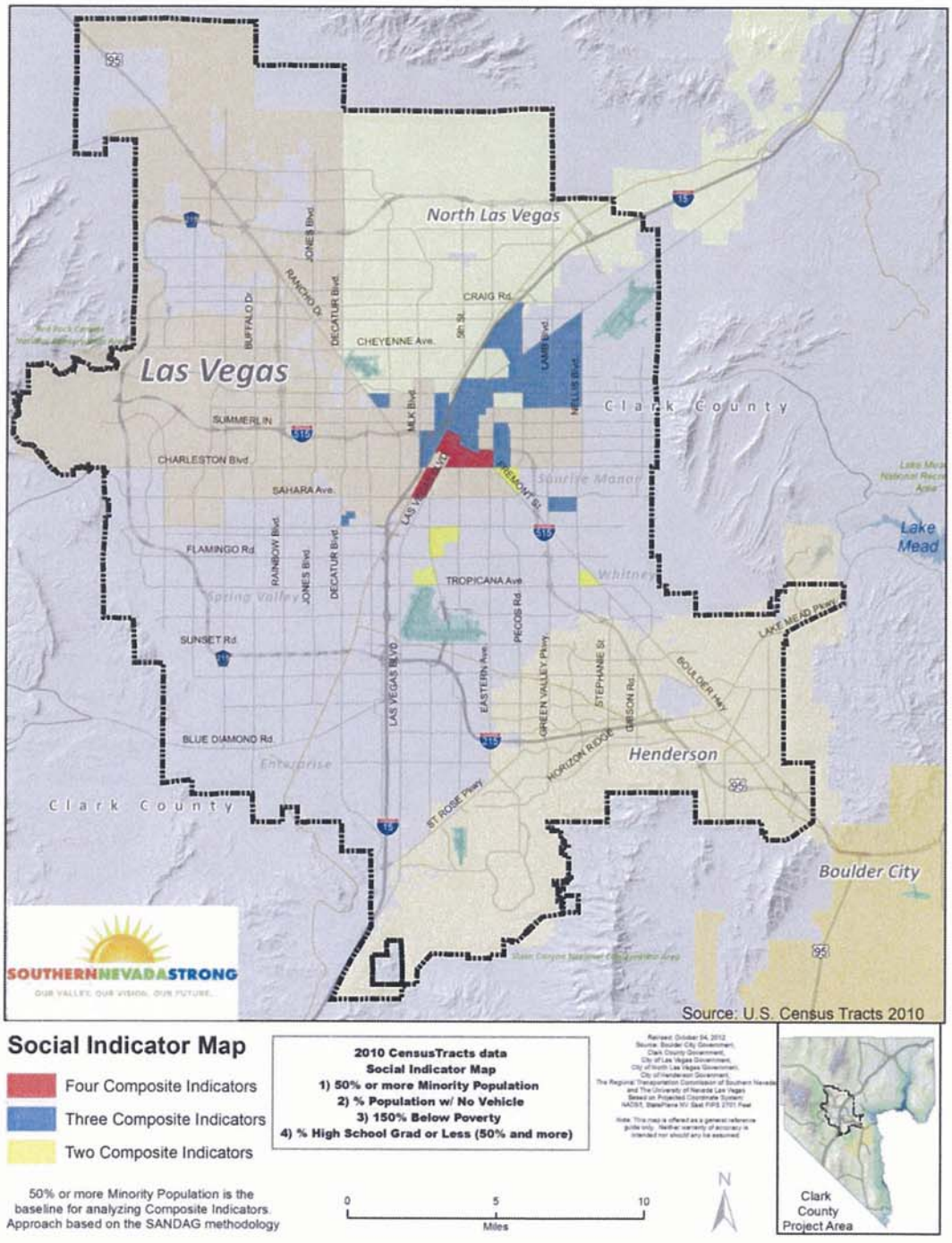
Residential choice means the choice of both a housing *location* and a housing *type*. Factors relating to location include affordability of the neighborhood (housing stock plus cost of living), travel times (to work, shopping, recreation, education), neighborhood characteristics, quality of public services (especially, for many families, schools), and tax rates. Housing type comprises many attributes, the most important of which are structure type (e.g., single-family, multi-family) and size, lot size, quality and age, price, and tenure (own/rent).

Because it is impossible to maximize all these services and simultaneously minimize costs, households must, and do, make tradeoffs. What they can get for their money is influenced by both economic forces and government policy. Different households will value what they can get differently. They will have different preferences, which in turn are a function of many factors like income, age of the head of the household, number of people and children in the household, number of workers and job locations, number of automobiles, and so on.

It is important to analyze different kinds of community assets and whether neighborhoods across the Southern Nevada region have equal access to those assets as well as an equal quality of assets.

The following Social Indicator Map, Figure 45, shows the compilation of four social indicators as described by 2010 Census figures for Southern Nevada: percentage of minority population, percentage of population with no vehicle, percentage of population below the poverty level, and percentage of population with a high school degree or less. These social indicators are used by the San Diego Association of Governments, or SANDAG, in their Healthy Communities Atlas. The purpose of the Healthy Communities Atlas is to compile, visualize and analyze conditions related to health and wellness in the San Diego region.[32] This methodology is used here as indicators of community asset levels. The areas in Figure 45 in blue and red would be the areas of greatest social and economic vulnerability in the Southern Nevada region.

Figure 45 Social Indicator Map of Southern Nevada



Schools and Educational Attainment

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." Clark County's high school graduation rates are much lower than the national average, at 62 percent in 2014, compared with 80 percent nationally.[33] 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.

About a quarter of children live in households with annual household incomes that fall below the federal poverty line.[34] In a 2013 profile of children's well-being by the Annie E. Casey Foundation, Nevada ranked 48th out of 50. 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.[35] The 2013 Kids Count Profile for Nevada (Figure 46) shows that Nevada has higher rates of children whose parents lack secure employment, households living with a high cost burden, teens not in school and not working, and children living in families where the household head lacks a high school diploma.

Figure 46. 2013 Kids Count Profile for Nevada

	Nevada	United States
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

Figure 47, below, shows the neighborhoods in the Region where those with less than a high school degree live. The neighborhoods with the highest percentage are the northwest section of the Valley, especially those east of I-15 and north of US-95 in the most eastern sections of Las Vegas and the southeastern sections of North Las Vegas. These neighborhoods have a heavy concentration of Hispanic residents, female headed households, and residents with very low median incomes. 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.

Figure 47 Percentage of Population with less than a high school degree.

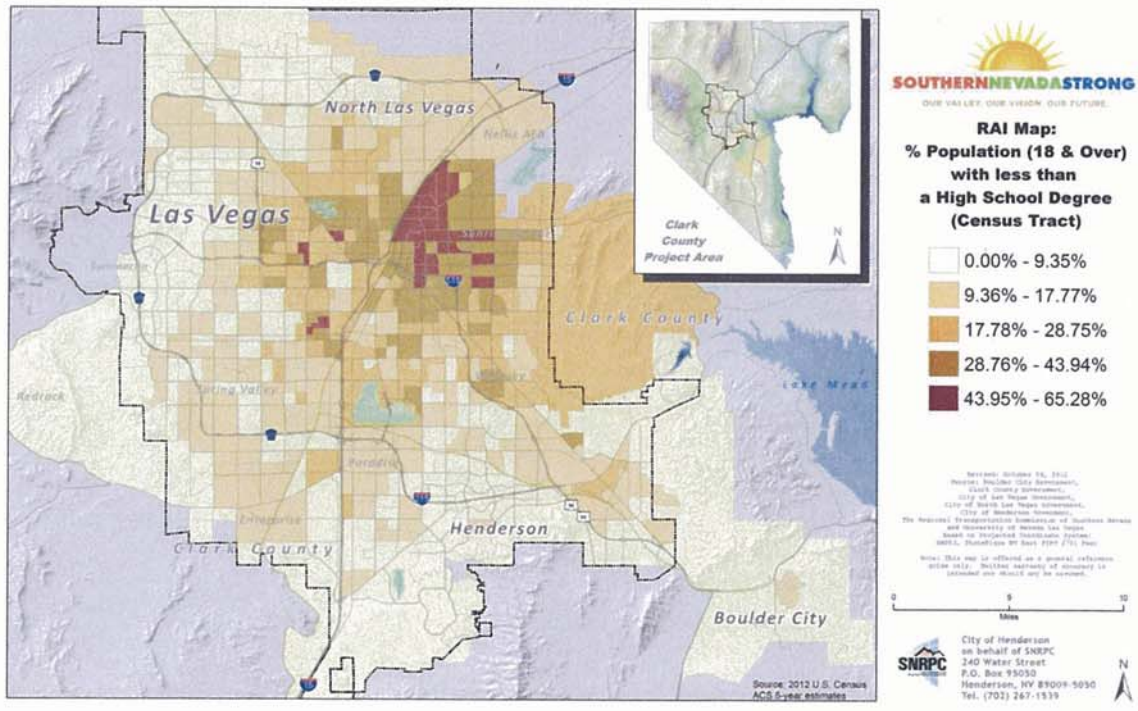


Figure 48, below, shows the star ratings for Clark County public schools in the Las Vegas valley. The green stars are the highest rated schools and are mostly located around the outer edge of the Valley, including the northwest neighborhoods of Centennial Hills and Summerlin, the southwest unincorporated areas and Henderson neighborhoods. We have previously noted that these are the neighborhoods with low levels of minority residents, higher median income levels, and higher median housing values. The red and orange schools are the lowest performing schools and are almost exclusively found in the inner core neighborhoods radiating to the northeast section of the Valley. These are the high minority, high Hispanic areas with lower incomes and housing values. It is interesting to see there are several dark green schools located in the inner core areas and a further point of research might be to see if there is anything different regarding these schools that could be done to create greater opportunities at the neighboring red and orange schools.

Figure 48 Neighborhood School Performance

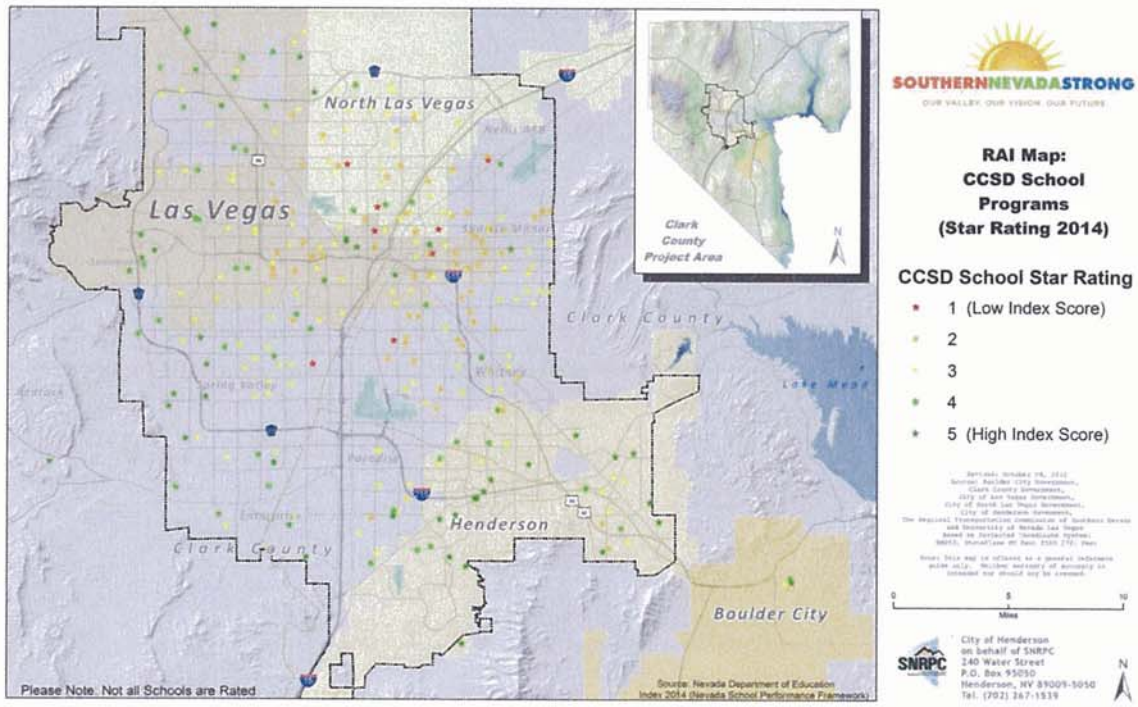


Table 52 Educational attainment of population 25 years and over 2000 and 2012, Nevada, Clark County, and select cities

Area	2000			2012*		
	Less than High School	High School or Associate's Degree	Bachelor's Degree or Higher	Less than High School	High School or Associate's Degree	Bachelor's Degree or Higher
Nevada	19.6%	56.0%	24.4%	13.6%	57.3%	29.1%
Clark Co	20.5%	62.1%	17.3%	15.5%	62.5%	22.1%
Las Vegas	21.5%	60.3%	18.2%	16.6%	61.6%	21.8%
North Las Vegas	33.5%	56.3%	10.2%	22.1%	61.3%	16.6%
Henderson	11.5%	64.8%	23.7%	8.1%	61.6%	30.3%
Boulder City	11.4%	66.7%	22.0%	9.60%	68.10%	22.20%

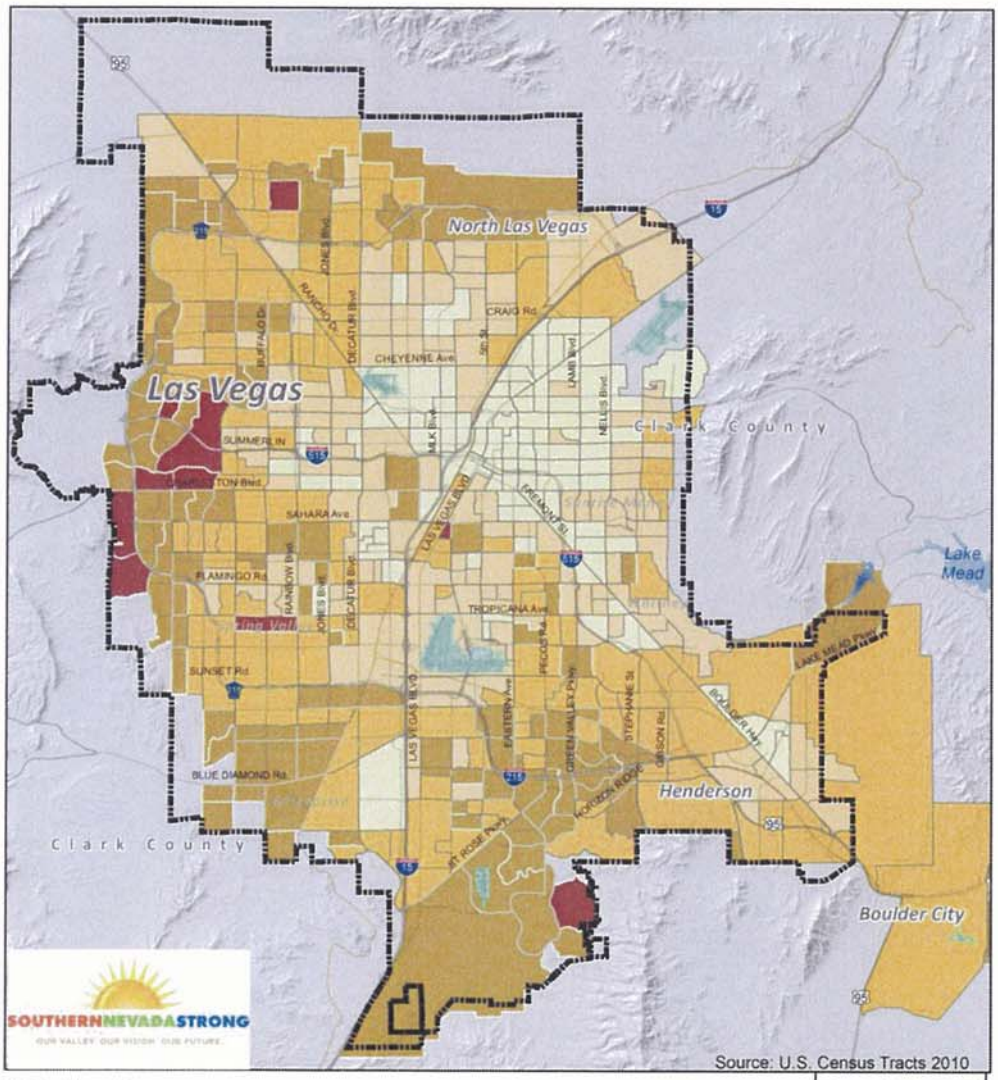
Source: U.S. Census 2000 SF3 Table DP-2, U.S. Census ACS 2012 Table DP02, and U.S. Census ACS 2008-2012 Table DP02.
Note: The High School and Associate's Degree category includes persons with some college but no degree
*2012 data for Clark County, Las Vegas, North Las Vegas and Henderson is from the ACS 1-year estimates while data for Boulder City reflects ACS 5 year estimates (2008-2012)

Table 52 shows the educational attainment of residents 25 years and older for all of Clark County, and the cities of Las Vegas, North Las Vegas, Henderson, and Boulder City.

- The share of persons with a bachelor's degree or higher has risen in Clark County, but it is still below the national average.
- Clark County's population of persons over 25 years with at least a bachelor's degree rose by about five percentage points between 2000 and 2012. Henderson realized the largest increase and Las Vegas the smallest.
- North Las Vegas realized the largest gains in educational attainment during the period with its share of persons with less than a high school degree falling by over 11 percentage points.

Figure 49, below shows the percentage of population with a college degree and not surprisingly, the areas with low high school graduates also have low college graduates. These are located mostly in the northeast section, north of US-95 and east of I-15, in the most eastern sections of Las Vegas and the southeastern sections of North Las Vegas. These areas contain a high percentage of Hispanic residents with low median incomes and low housing values.

Figure 49 Percentage of population with a College Degree.



Access to Community Assets for Persons with limited English Proficiency (LEP)

Although we do not have the education data (high school graduation rates, college degree rates) broken down to differentiate the data for LEP residents, it must be assumed that some of the poor education rates noted above for the highly Hispanic neighborhoods of the north east section of the Valley are due to a lack of access to services for the LEP population living there. It is unclear whether the lack of access is due to LEP residents being more distrustful of government services, not understanding how to obtain services or to a real lack of services for the LEP community. However, the results of the focus groups in Chapter 8 show us that there is a feeling from LEP residents that education and health care access are especially lacking for them.

Clark County has a Limited English Proficient Plan which provides a framework for ensuring reasonable steps are taken to provide meaningful access to its programs and services for LEP persons. It includes access to LEP documents, oral language services, inclusive public outreach, staff training, and LEP postings in Spanish and English for County services. The other jurisdictions do not have LEP plans but do have translation services available either in person or via website translations. Additionally, the CDBG program administrators do attempt to monitor the agencies to ensure that advertising for CDBG programs are in English and Spanish.

Hispanics with LEP lack access to information on opportunities and further remedies should be explored and provided.

Employment

Clark County is slowly but perceptively recovering from the "great recession." Table 53, below displays the distribution of private sector businesses by category and number of employees for 2012. More than half the businesses were very small with one to four employees. Compared to similar data in the *Clark County, Nevada Analysis of Impediments to Fair Housing Choice 2011*, there were two percent fewer businesses since 2008 with Construction (-22 percent), Manufacturing (-12 percent) and Management of Companies & Enterprises (-18 percent) sustaining double-digit loses. At the same time, the number of businesses in Arts, Entertainment, and Recreation (+6 percent) and Accommodation and Food Services (+3 percent) have had modest increases.[36]

Table 53 Clark County Private Sector Businesses by Industry and Number of Employees, 2012

Industry	Total Number of Businesses	Number of Businesses in Clark County by Number of Employees								
		1–4	5–9	10–19	20–49	50–99	100–249	250–499	500–999	1000+
Total all sectors	40,178	21,734	7,308	5,349	3,506	1,257	697	174	86	67
Forestry	17	15	1	1	-	-	-	-	-	-
Mining	48	32	7	4	4	1	-	-	-	-
Utilities	49	17	8	8	7	2	3	3	1	-
Construction	2,779	1,465	497	378	282	108	47	1	1	-
Manufacturing	905	401	169	140	111	46	27	8	3	-
Wholesale trade	1,906	1,118	357	224	148	37	12	8	2	-
Retail trade	5,722	2,033	1,608	1,096	571	234	150	23	7	-
Transportation and warehousing	810	440	97	94	84	37	27	20	6	5
Information	769	458	113	88	72	23	10	2	2	1
Finance and insurance	2,905	1,932	448	323	132	34	26	6	4	-
Real estate and rental and leasing	2,737	2,023	386	184	88	34	14	6	2	-
Professional, scientific, and technical services	5,659	4,188	689	451	235	67	23	1	2	3
Management of companies and enterprises	409	245	36	46	38	18	17	6	1	2
Administrative and Support and Waste Management and Remediation Services	2,802	1,585	414	317	235	122	89	30	7	3
Educational services	473	248	71	57	60	18	15	4	-	-
Health care and social	4,430	2,317	927	608	367	120	64	11	10	6
Arts, entertainment, and recreation	896	570	80	61	80	64	33	5	3	-
Accommodation and food services	4,091	962	798	990	851	255	118	37	33	47
Other services (except public administration)	2,737	1,654	600	278	141	37	22	3	2	-
Industries not classified	34	31	2	1	-	-	-	-	-	-

Source: U.S. Census Bureau. http://www.census.gov/econ/cbp/

Largest employers

Las Vegas and Unincorporated Clark County are hugely dependent on the gaming and tourist industries with few other large employers other than the Clark County School District, the University of Nevada Las Vegas, and the County and local governments.

Table 54 Largest Employers in Las Vegas and Unincorporated Clark County: 2013

Employer	Nature of Employer	Number of Employees
Clark County School District	Regional Elementary and Secondary Schools	30,000 to 39,999
Clark County Government	Local County Government	8,000 to 8,499
WynNorth Las Vegas	Casino Hotels	8,000 to 8,499
Bellagio LLC	Casino Hotels	7,500 to 7,999
MGM Grand Hotel/Casino	Casino Hotels	7,500 to 7,999
Aria Resort & Casino LLC	Casino Hotels	7,000 to 7499
Mandalay Bay Resort And Casino	Casino Hotels	6,500 to 6,999
Caesars Palace	Casino Hotels	6,000 to 6499
University of Nevada Las Vegas	Colleges and Universities	5,000 to 5499
Las Vegas Metropolitan Police	Local County Government	4,500 to 4,999
The Venetian Casino Resort	Casino Hotels	4,000 to 4499
The Cosmopolitan of Las Vegas	Casino Hotels	4,000 to 4499
The Mirage Casino–Hotel	Casino Hotels	4,000 to 4499
University Medical Center of Southern Nevada	General Medical and Surgical Hospitals	3,500 to 3,999
The Palazzo Casino Resort	Casino Hotels	3,500 to 3,999
Encore Las Vegas	Casino Hotels	3,000 to 3499
Bally's Casino Hotel	Casino Hotels	3,000 to 3499
City of Las Vegas	Local Municipal Government	2,500 to 2,999
Southwest Airlines	Scheduled Passenger Air Transportation	2,500 to 2,999
Sunrise Hospital And Medical Center	General Medical and Surgical Hospitals	2,500 to 2,999
Luxor	Casino Hotels	2,500 to 2,999
Circus Circus Casinos – Las Vegas	Casino Hotels	2,500 to 2,999
Paris Las Vegas	Casino Hotels	2,500 to 2,999
Flamingo Las Vegas Hotel & Casino	Casino Hotels	2,500 to 2,999
Golden Nugget Las Vegas	Casino Hotels	2,500 to 2,999
Harrahs Casino Hotel Las Vegas	Casino Hotels	2,500 to 2,999
Rio Hotel & Casino	Casino Hotels	2,500 to 2,999
Treasure Island Hotel Casino	Casino Hotels	2,500 to 2,999

Source: Nevada Employer Directory online at http://www.nevadaworkforce.com/?PAGEID=67&SUBID=169

Henderson has a diverse economy including manufacturing, big box stores, medium size casino hotels, local and federal governments, and hospitals.

Table 55 Largest Employers in Henderson: 2013

Employer	Nature of Employer	Number of Employees
City of Henderson	Local Municipal Government	2,500 to 2,999
St Rose Dominican–Siena	General Medical and Surgical Hospitals	1,500 to 1,999
Green Valley Ranch Station Casino	Casino Hotels	1,500 to 1,999
M Resort Spa Casino	Casino Hotels	1,000 to 1,499
Sunset Station Hotel & Casino	Casino Hotels	1,000 to 1,499
St Rose Dominican Hospital	General Medical and Surgical Hospitals	700 to 799
Zappos Retail Inc	Electronic Shopping	600 to 699
Fiesta Henderson Casino Hotel	Casino Hotels	600 to 699
Titanium Metals, Corporation Of	Smelting	500 to 599
Unilever Manufacturing (US)	Ice Cream & Frozen Dessert Manufacturing	400 to 499
Wal–Mart Supercenter	Warehouse Clubs and Supercenters	400 to 499
Medco Health	Mail–Order Houses	400 to 499
Bureau of Reclamation	Federal Government	300 to 399
Sunrise Carpentry	Residential Framing Contractors	300 to 399
Poly–West Inc	Unsupported Plastics Bag Manufacturing	300 to 399
Levis Strauss & Co	Mens/Boys Clothing Merchant Wholesalers	300 to 399
Wal–Mart Supercenter	Warehouse Clubs and Supercenters	300 to 399
Costco Wholesale Corp	Warehouse Clubs and Supercenters	300 to 399
Zappos IP Inc	Electronic Shopping	300 to 399
CSAA Insurance Exchange	Insurance	300 to 399

Source: Nevada Employer Directory online at http://www.nevadaworkforce.com/?PAGEID=67&SUBID=169

By far the largest employer near North Las Vegas is the federal government (Nellis Air Force Base) employing 35,000 to 40,000 people. Although the Air Force Base is located in unincorporated Clark County, its proximity to North Las Vegas makes it important to mention here. The city's diverse economy has a variety of employers including big box stores, a hospital, casinos, and warehousing and storage.

Table 56 Largest Employers for North Las Vegas: 2013

Employer	Nature of Employer	Number of Employees
Nellis Air Force Base	Federal Government	35,000 to 40,000
City of North Las Vegas	Local Municipal Government	1,000 to 1,499
Marmaxx Distribution Center	General Warehousing and Storage	900 to 999
National Security Technologies	Research and Development	900 to 999
Texas Station Gambling Hall & Hotel	Casino Hotels	800 to 899
The Cannery Hotel Casino	Casino Hotels	800 to 899
Aliante Station Hotel & Casino	Casino Hotels	800 to 899
Republic Silver State Disposal	Solid Waste Collection	700 to 799
Unistaff LLC	Temporary Help Services	600 to 699
North Vista Hospital	General Medical and Surgical Hospitals	600 to 699
Fiesta Casino Hotel	Casino Hotels	500 to 599
Laidlaw Transit Services	Bus/Other Motor Vehicle Transit Systems	500 to 599
Excel	General Warehousing and Storage	400 to 499
Wirtz Beverage Nevada	Wine and Spirit Merchant Wholesalers	300 to 399
Jerrys Nugget Inc	Casinos (except Casino Hotels)	300 to 399
Brady Linen Services	Linen Supply	300 to 399
CPI Card Group – Nevada Inc	Commercial Gravure Printing	300 to 399
US Foodservice Inc	General Line Grocery Merchant Whsle	300 to 399
Wal–Mart Supercenter	Warehouse Clubs and Supercenters	300 to 399
Wal–Mart Supercenter	Warehouse Clubs and Supercenters	300 to 399
Wal–Mart Supercenter	Warehouse Clubs and Supercenters	300 to 399
Bed Bath & Beyond	General Warehousing and Storage	300 to 399
Manpower, Inc.	Temporary Help Services	300 to 399
Medicwest Ambulance Inc	Ambulance Services	300 to 399
Brady Linen Services Llc	Industrial Launderers	300 to 399

Source: Nevada Employer Directory online at http://www.nevadaworkforce.com/?PAGEID=67&SUBID=169

Boulder City prohibits gaming but the city's proximity to the Hoover Dam and Lake Mead and its unique history aids the local economy which is dominated by local, regional, and federal governments as well as tourism.

Table 57 Largest Employers in Boulder City: 2013

Employer	Nature of Employer	Number of Employees
National Park Service	Federal Government	200 to 299
Las Vegas Valley Water District	Regional Government	200 to 299
City of Boulder City	Local Municipal Government	200 to 299
Hacienda Hotel & Casino	Casino Hotels	200 to 299
Office of Veteran's Services	Federal Government	100 to 199
Vegas Tunnel Constructors	Heavy Construction	100 to 199
Cupertino Electric	Nonresidential Electrical Contractors	100 to 199
Papillon Grand Canyon Helicopters	Scenic/Sightseeing Transportation	100 to 199
Grand Canyon Airlines	Scenic/Sightseeing Transportation	100 to 199
Boulder City Hospital	General Medical and Surgical Hospitals	100 to 199
Battlespace Flight Services	Air Transport	100 to 199

Source: Nevada Employer Directory online at http://www.nevadaworkforce.com/?PAGEID=67&SUBID=169

Employment Rates

Employment in Clark County has improved each year since 2010 as seen in Table 58 below. The number of people employed has increased by six percent while the number of unemployed has decreased by 41%.

Table 58 Clark County Work Force: 2010 - 2014

Year	Size of Work Force	Number Employed	Number Unemployed	Unemployment Rate
2014*	992,471	909,807	82,665	8.3%
2013	990,212	891,483	98,729	10.0%
2012	995,722	879,461	116,081	11.7%
2011	999,448	863,813	135,635	13.6%
2010	998,757	857,512	141,245	14.1%

* = 2014 preliminary figures, April, 2014. Not seasonally adjusted.
Sources: U.S. Bureau of Labor Statistics, http://www.bls.gov/data.

While Clark County's unemployment rate is still higher than the State of Nevada and the nation, the rate has been improving each year since 2010 as seen in Table 59, below.

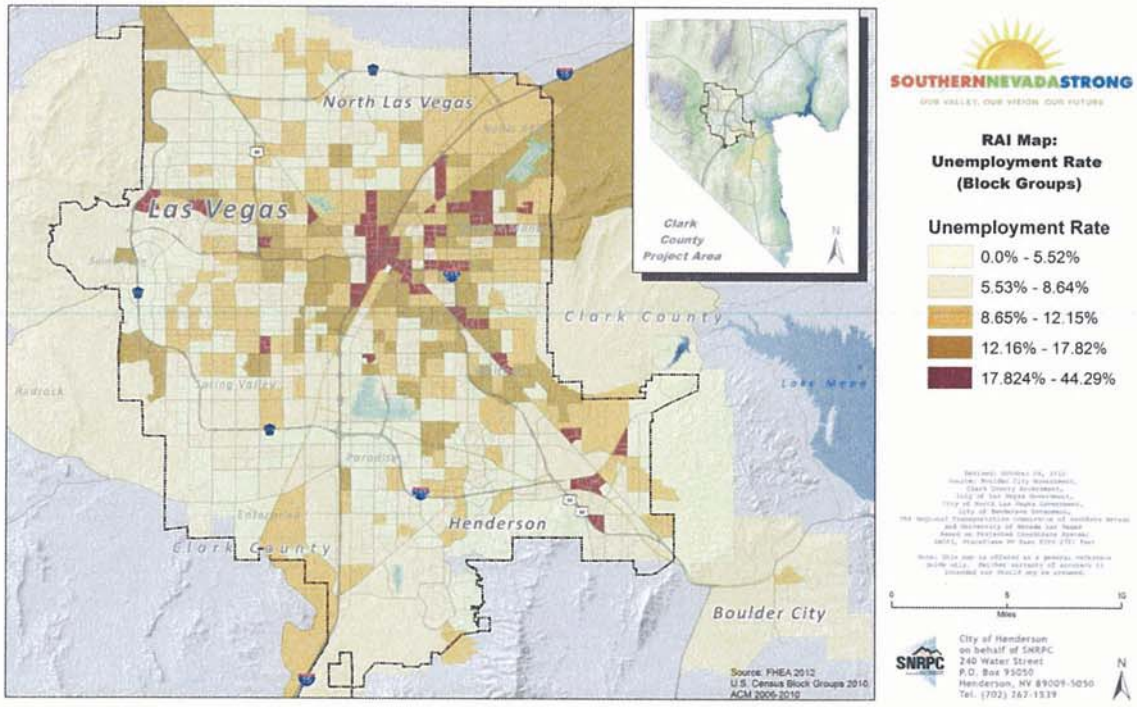
Table 59 Unemployment Rates: 2010-2014

Year	Clark County	State of Nevada	National
2014*	8.3%	7.9%	6.3%
2013	10.0%	9.8%	7.4%
2012	11.7%	11.5%	8.1%
2011	13.6%	13.2%	8.9%
2010	14.1%	13.8%	9.6%

Sources: U.S. Bureau of Labor Statistics, http://www.bls.gov/data. *2014 data are from May 2014.

However, as can be seen from Figure 50, the improvement has not been felt valley-wide. There are large discrepancies between neighborhoods from very low rates of 5% to upwards of 40% unemployment rates. The neighborhoods with the highest levels of unemployment are located in the heart of Las Vegas at the intersection of US 95 and I-15. These neighborhoods have a large African American population who also have a low median household income and are especially concentrated in the areas noted in Chapter 4 as the "westside". There are also some high unemployment rates in the areas to the northeast, previously noted as a largely Hispanic neighborhood, which saw the lowest education values (high school degree, college degree, school performance) and this could affect the current and future unemployment rates. There are more pockets of high unemployment running alongside Boulder Highway to the southeast from unincorporated Clark County down to Henderson. These are not high minority areas but are areas of lower incomes and lower housing values. There is a final pattern of neighborhoods in the western sections of Las Vegas, in the Summerlin neighborhoods. These areas have a high disability status and are located in the age restricted communities of Sun City. These are not neighborhoods with low housing values nor low median incomes, so the high unemployment rate is probably more associated with under employment or semi-retirement situations.

Figure 50 Unemployment Rates for Clark County Neighborhoods



Racial and Ethnic Composition of Workers Compared to Residents

The tables below display the racial and ethnic composition of people who worked in Clark County, Henderson, Las Vegas, and North Las Vegas and of those employed residents who live in these jurisdictions. The Census Bureau did not publish this data for small cities like Boulder City.

In all jurisdictions Caucasians accounted for disproportionate percentages of professional workers. Hispanics were concentrated in lower paying blue collar and service occupations while African Americans and Asians were underrepresented in finance and management as well as some blue collar jobs although somewhat more equal in the other professions. Asians were concentrated in healthcare professions.

Racial and Ethnic Workforce Concentrations in Clark County

There is little difference between the racial and ethnic configuration of Clark County's workforce and of Clark County employed residents. Given the large size of the county and its isolation from other major metropolitan areas, it is no surprise that residents would comprise the workforce. However, there were large differences in the racial and ethnic composition within individual occupation groups in each municipality as seen in Table 60.

While Caucasian workers comprised 53.1 percent of the workforce, they accounted for high percentages of professional workers: 71.6 percent of management, business and financial workers, almost 70 percent of science, engineering and computer professionals, and 69.9 percent of other professional workers. They also constituted 61.9 percent of protective service workers. Hispanics, who were 25.9 percent of the workforce, were a little over half of the construction and extractive craft workers, half the laborers and 37.3 percent of the service workers--not protective. Although African Americans were 9.2 percent of those who worked in Clark County, they were almost 17 percent of transportation and material moving operative workers, 15.2 percent of protective service workers, 10 percent of other professional workers, and just 3.2 percent of construction and extractive craft workers. Twenty-seven percent of healthcare practitioner professionals were Asian yet they constituted 9 percent of the workforce. They made up 14.2 percent of technicians and less than 1 percent of construction and extractive craft workers and 3.6 percent of laborers and helpers.

Table 60 Racial and Ethnic Composition of Who Worked in Clark County 2006-2010

Occupational Group	All Groups	White Non-Hispanic	Hispanic of Any Race	Black Non-Hispanic	Asian Non-Hispanic	Others and Multi–Racial Non–Hispanic
Clark County Residents Who Work*	100%	52.7%	25.9%	9.2%	8.8%	2.1%
Total Employed in Clark County	100%	53.1%	25.9%	8.8%	9.0%	2.0%
	900,595	478,255	233,465	78,880	80,900	18,940
Management, Business, and Financial Workers	100%	71.6%	12.5%	6.8%	6.4%	1.9%
Science, Engineering, and Computer Professionals	100%	69.9%	8.2%	7.2%	11.6%	2.3%
Healthcare Practitioner Professionals	100%	55.9%	6.6%	7.1%	27.4%	2.5%
Other Professional Workers	100%	69.6%	11.4%	8.7%	6.7%	2.6%
Technicians	100%	58.2%	14.2%	10.0%	14.2%	2.6%
Sales Workers	100%	57.9%	19.9%	8.7%	10.1%	2.2%
Administrative Support Workers	100%	57.6%	19.4%	11.2%	7.7%	2.7%
Construction and Extractive Craft Workers	100%	42.4%	51.3%	3.2%	0.8%	1.1%
Installation, Maintenance, and Repair Craft Workers	100%	58.2%	25.0%	7.0%	6.8%	1.6%
Production Operative Workers	100%	32.8%	54.5%	5.4%	4.8%	1.5%
Transportation and Material Moving Operative Workers	100%	51.2%	23.5%	16.8%	5.6%	1.3%
Laborers and Helpers	100%	34.6%	50.0%	9.2%	3.6%	1.6%
Protective Service Workers	100%	61.9%	13.1%	15.2%	5.4%	2.8%
Service Workers, except Protective	100%	37.8%	37.2%	8.4%	13.6%	2.1%

*= The"Residents Who Work" row is the total civilian employed workforce that lives in Clark County. File is EEO-ALL01R. Files for Occupations and Total Employed are EEO-ALL03W and EEO-All01W. Source: 2010 Census EEO Data Tool at http://factfinder2.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t. Totals exclude American Indians/Alaska Natives and Native Hawaiin and Other Pacific Islander since the percentages are so small.

Racial and ethnic workforce concentrations in Las Vegas

Like Clark County, there were few differences between the racial and ethnic configuration of Las Vegas's total workforce and of those Las Vegas residents who were employed.

Table 61 Racial and Ethnic Composition of Who Worked in Las Vegas 2006-2010

Occupational Group	All Groups	White Non-Hispanic	Hispanic of Any Race	Black Non-Hispanic	Asian Non-Hispanic	Others and Multi–Racial Non–Hispanic
Las Vegas Residents Who Work*	100%	51.1%	29.0%	9.9%	6.6%	2.2%
Total Employed in Las Vegas	100%	50.2%	27.6%	10.6%	8.2%	2.2%
	313,225	157,365	86,555	33,150	25,585	7,170
Management, Business, and Financial Workers	100%	68.4%	13.8%	8.3%	6.3%	2.1%
Science, Engineering, and Computer Professionals	100%	66.6%	9.1%	11.0%	10.9%	1.5%
Healthcare Practitioner Professionals	100%	52.9%	6.5%	7.4%	30.4%	2.3%
Other Professional Workers	100%	66.9%	12.5%	10.1%	6.6%	2.9%
Technicians	100%	51.8%	15.3%	15.8%	13.9%	2.2%
Sales Workers	100%	55.1%	21.0%	10.3%	9.9%	2.3%
Administrative Support Workers	100%	55.4%	19.1%	14.1%	6.6%	3.3%
Construction and Extractive Craft Workers	100%	34.1%	59.1%	3.9%	0.8%	1.1%
Installation, Maintenance, and Repair Craft Workers	100%	50.9%	30.9%	7.5%	8.0%	1.5%
Production Operative Workers	100%	27.1%	61.2%	7.7%	2.8%	0.9%
Transportation and Material Moving Operative Workers	100%	27.1%	61.2%	7.7%	2.8%	0.9%
Laborers and Helpers	100%	28.5%	58.6%	8.4%	2.8%	0.9%
Protective Service Workers	100%	60.9%	12.9%	17.1%	3.9%	3.2%
Service Workers, except Protective	100%	35.9%	38.6%	10.6%	11.6%	2.5%

*= The"Residents Who Work" row is the total civilian employed workforce that lives in Las Vegas. File is EEO-ALL01R. Files for Occupations and Total Employed are EEO-ALL03W and EEO-All01W. Source: 2010 Census EEO Data Tool at http://factfinder2.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t. Totals exclude American Indians/Alaska Natives and Native Hawaiin and Other Pacific Islander since the percentages are so small.

Caucasian workers predominated professional occupation groups in Las Vegas although not to the extent as in the other municipalities. A little over 50 percent of the workforce was Caucasian and they were 68.4 percent of management, business and financial workers, 66.6 percent of science, engineering, and computer professionals, and 60.9 percent of protective service workers. Hispanics, who were 27.6 percent of the worker force, were almost 60 percent of construction and extractive craft workers, 61.2 percent of production operative workers as well as transportation and material moving operative workers, and 58.6 percent of laborers and helpers. African Americans were 10.6 percent of those who work in Las Vegas. They made up 17.1 percent of protective service workers, 15.8 percent of technicians, and 3.9 percent of construction and extractive craft workers. Asians, who were 8.2 percent of the workforce, made up 30.4 percent of healthcare practitioner professionals, almost 14 percent of technicians, and less than 1 percent of construction and extractive craft workers.

Racial and ethnic workforce concentrations in Henderson

Fewer Caucasians worked in Henderson (63.8 percent) compared to Caucasian residents who work (72.8 percent). Conversely, more Hispanics worked in Henderson (18.8 percent) compared to Hispanics workers who lived there (12.5 percent). Percentages of African Americans and Asians who worked in Henderson versus workers who lived in Henderson were fairly comparable. As in Clark County, Caucasian workers dominated professional occupation groups. With 63.8 percent of the workforce, Caucasians were over 77 percent of management, business and financial workers as well as science, engineering and computer professionals, and 80.6 percent of other professional workers. They also constituted 75.5 percent of protective service workers. As in Clark County, Hispanics, who were 18.8 percent of the Henderson workforce, were 44.1 percent of construction and extractive craft workers and 37.4 percent of laborers. They were 34.4 percent of production operative workers.

While African Americans made up 6.1 percent of Henderson' workforce, they comprised 16.6 percent of transportation and material moving operative workers, 12.3 percent of protective service workers, and just over 2 percent of construction and extractive craft workers. Asians, who made up 7.9 percent of the workforce, constituted 22.9 percent of healthcare practitioner professionals and 15.8 percent of technicians. As in Clark County, they made up 3.5 percent of laborers and helpers and 2.4 percent of protective service workers.

Table 62 Racial and Ethnic Composition of Who Worked in Henderson 2006-2010

Occupational Group	All Groups	White Non-Hispanic	Hispanic of Any Race	Black Non-Hispanic	Asian Non-Hispanic	Others and Multi–Racial Non–Hispanic
Henderson Residents Who Work*	100%	72.3%	12.5%	5.0%	7.1%	1.9%
Total Employed in Henderson	100%	63.8%	18.8%	6.1%	7.9%	2.1%
	78,155	49,900	14,735	4,795	6,205	1,620
Management, Business, and Financial Workers	100%	77.9%	10.5%	4.0%	4.8%	2.6%
Science, Engineering, and Computer Professionals	100%	77.3%	7.6%		9.4%	0.6%
Healthcare Practitioner Professionals	100%	57.1%	8.4%	6.4%	22.9%	4.6%
Other Professional Workers	100%	80.6%	6.2%	4.3%	6.3%	2.5%
Technicians	100%	61.4%	12.7%	5.4%	15.8%	0.8%
Sales Workers	100%	66.6%	15.4%	6.4%	8.7%	2.1%
Administrative Support Workers	100%	65.9%	16.4%	7.8%	7.7%	2.2%
Construction and Extractive Craft Workers	100%	50.5%	44.1%	2.1%	0.6%	0.9%
Installation, Maintenance, and Repair Craft Workers	100%	65.9%	17.9%	9.0%	3.8%	3.1%
Production Operative Workers	100%	46.5%	34.4%	7.2%	7.0%	3.9%
Transportation and Material Moving Operative Workers	100%	46.3%	27.2%	16.6%	3.0%	0.6%
Laborers and Helpers	100%	43.9%	37.4%	9.6%	3.5%	2.4%
Protective Service Workers	100%	75.5%	4.3%	12.3%	2.4%	4.5%
Service Workers, except Protective	100%	52.6%	29.0%	4.2%	11.1%	1.2%

*= The"Residents Who Work" row is the total civilian employed workforce that lives in Henderson. File is EEO-ALL01R. Files for Occupations and Total Employed are EEO-ALL03W and EEO-All01W. Source: 2010 Census EEO Data Tool at B9 Totals exclude American Indians/Alaska Natives and Native Hawaiin and Other Pacific Islander since the percentages were so small.

Racial and ethnic workforce concentrations in North Las Vegas

There were considerably more Caucasians in the city workforce (48.5 percent) than White North Las Vegas residents who work (34.8 percent). Conversely, there were more African American, Hispanic, and Asian residents in the workforce than those whose jobs were in the city (19.1 vs. 11.8 percent, 35.2 vs. 31 percent and 7.8 vs 5.5 percent, respectively).

Continuing the pattern of Caucasian workers dominating professional occupations, 80.5 percent of science, engineering, and computer professionals in North Las Vegas were Caucasian while 48.5 percent of the workforce was Caucasian. They made up 70.7 percent of management, business and financial workers, 65.8 percent of other professional workers, and two thirds of technicians.

Hispanics comprised 31 percent of the workforce and 62.4 percent of construction and extractive craft workers and 65.9 percent of production operative workers. African Americans were 11.8 percent of those working in North Las Vegas and constituted 24.6 percent of protective service workers, 22.3 percent of transportation and material moving operative workers, and 16.1 percent of other professional workers. They made up only 1.5 percent of production operative workers and 1.2 percent of construction and extractive craft workers. A little over a quarter of healthcare practitioner professionals were Asian while they comprised 5.5 percent of the workforce. Almost 11 percent of technicians were Asian but they were less than 1 percent of laborers and helpers and construction and extractive craft workers.

Table 63 Racial and Ethnic Composition of Who Worked in North Las Vegas: 2006-2010

Occupational Group	All Groups	White Non-Hispanic	Hispanic of Any Race	Black Non-Hispanic	Asian Non-Hispanic	Others and Multi–Racial Non–Hispanic
North Las Vegas Residents Who Work*	100%	34.8%	35.2%	19.1%	7.8%	3.2%
Total Employed in North Las Vegas	100%	48.5%	31.0%	11.8%	5.5%	3.2%
	53,095	25,750	16,475	6,275	2,915	1,675
Management, Business, and Financial Workers	100%	70.7%	15.8%	7.3%	3.1%	3.0%
Science, Engineering, and Computer Professionals	100%	80.5%	7.3%	7.7%	4.1%	0.8%
Healthcare Practitioner Professionals	100%	48.7%	17.8%	5.7%	25.3%	2.5%
Other Professional Workers	100%	65.8%	12.5%	16.1%	2.5%	3.0%
Technicians	100%	66.7%	12.3%	6.7%	10.8%	3.1%
Sales Workers	100%	45.5%	30.1%	10.7%	9.4%	4.3%
Administrative Support Workers	100%	49.5%	27.1%	14.5%	5.9%	3.1%
Construction and Extractive Craft Workers	100%	34.3%	62.4%	1.2%	0.7%	1.4%
Installation, Maintenance, and Repair Craft Workers	100%	58.7%	22.8%	6.1%	9.6%	2.9%
Production Operative Workers	100%	29.0%	65.9%	1.5%	2.1%	1.5%
Transportation and Material Moving Operative Workers	100%	45.0%	26.3%	22.3%	2.3%	4.2%
Laborers and Helpers	100%	38.5%	42.9%	14.6%	0.5%	3.4%
Protective Service Workers	100%	56.7%	13.5%	24.6%	5.0%	0.6%
Service Workers, except Protective	100%	32.0%	37.2%	15.8%	10.1%	4.7%

*= The"Residents Who Work" row is the total civilian employed workforce that lives in North Las Vegas. File is EEO-ALL01R. Files for Occupations and Total Employed are EEO-ALL03W and EEO-All01W. Source: 2010 Census EEO Data Tool at http://factfinder2.census.gov/faces/nav/jsf/pages/searchresults.xhtml?refresh=t. Totals exclude American Indians/Alaska Natives and Native Hawaiin and Other Pacific Islander since the percentages were so small.

Poverty

According to the 2000 American Community Survey, about 33.3 million people or 12.2 percent of the U.S. population had incomes below their respective poverty levels. In 2012, the number of people in poverty increased to about 48.8 million people or 15.9 percent.[37]

Nevada was one of 44 states that had increases in poverty between 2000 and 2012. Nevada's increase of 6.5 percentage points was tied with Georgia and exceeded only by Michigan.

In 2000, only North Las Vegas had a higher poverty rate for families and individuals compared to the national average. By 2012, Clark County overall, Las Vegas and North Las Vegas had higher poverty rates than the national average.

Nationally as well as in Nevada, Clark County, Las Vegas and North Las Vegas, married couples and people 65 and older had the lowest percent in poverty. The highest rate of families or individuals in poverty in all jurisdictions were families with female householder, no husband present; families with female householders with no husband present who had children under 18; and unrelated individuals 15 years old and over.

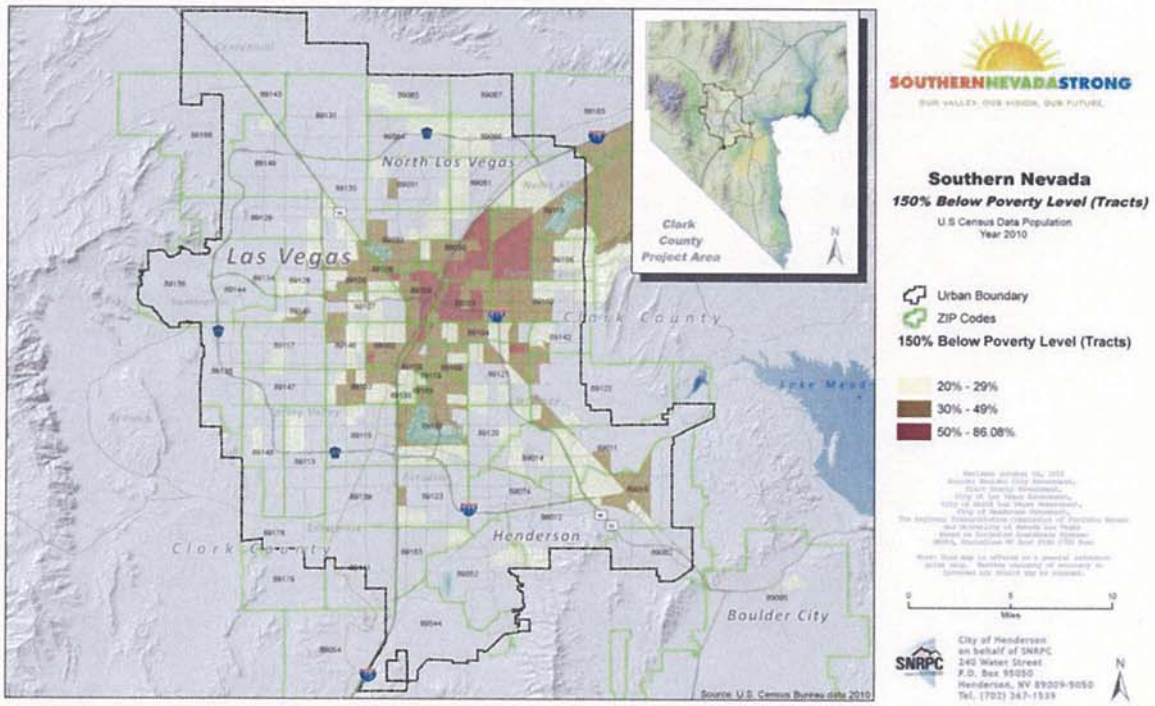
As can be seen in Table 64 and the map in Figure 51 below, North Las Vegas had the most families and individuals in poverty. Henderson and Boulder City had the fewest.

Table 64 Percentage in Poverty by Jurisdiction and Category: 2012

Category	Clark County	Henderson	Las Vegas	North Las Vegas	Boulder City	Nevada
All people	16.4%	8.8%	17.6%	19.7%	9.7%	16.4%
Age 65 and over	8.7%	7.4%	9.4%	13.6%	7.4%	8.1%
Under 18 years old	23.6%	11.2%	24.2%	27.2%	14.1%	24.0%
Unrelated individuals, 15+ years old	23.8%	16.6%	26.6%	27.3%	21.0%	24.4%
All families	12.6%	6.2%	13.3%	16.3%	5.9%	12.6%
Families with related children under 18 years old	19.4%	9.7%	20.5%	22.6%	10.3%	20.0%
Married couple families	7.4%	2.7%	8.8%	10.2%	4.9%	7.2%
Female–headed households, no husband present	26.1%	13.6%	24.6%	31.4%	19.7%	28.0%
With related children under 18	32.3%	15.2%	30.6%	36.1%	40.2%	35.5%

Sources: "Selected Economic Characteristics," *2012 American Community Survey 1–Year Estimate* for Clark County, Henderson, Las Vegas and North Las Vegas and 2008-2012 *American Community Survey 5–Year Estimates* for Boulder City. The margin of error for some of the 5–year Boulder City estimates is in double digits which lessens confidence in their accuracy.

Figure 51 Residents Living under the 150% Poverty Level in Southern Nevada



Transportation

For a large majority of U.S. households, at least one member of each household, and often two members, commutes to work daily. While other factors influence location decisions, access to work remains an important determinant of household location. A lack of viable transportation choices causes the Southern Nevada 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% from 21 to 28 hours spent delayed in traffic between 2000 and 2010.[38] By comparison, the average for all urban communities in the U.S. was 34 hours. For urban areas similar to Las Vegas (population between 1 and 3 million), including Salt Lake City and Denver, the average was 31 hours.[39]

As illustrated in the following table, the vast majority of Southern Nevadan residents who don't take public transportation commute less than 45 minutes to work: Clark County (93.5 percent), Henderson (93.2 percent), Las Vegas (93.2 percent), and North Las Vegas (90 percent). In fact, from 56.8 to 71.6 percent of those who drive (very few walk or take taxis), spend less than 30 minutes driving.

Table 65 Commute Time by Location and Travel Mode: 2010-2012

Time Length of Commute	Clark County	Henderson	Las Vegas	North Las Vegas
Public transportation				
Less than 30 minutes	20.3%	25.7%	19.2%	20.2%
30 to 44 minutes	17.3%	17.1%	16.4%	8.9%
45 to 59 minutes	11.6%	6.4%	10.3%	14.2%
60 or more minutes	50.8%	50.8%	54.0%	56.7%
"Other means" (Car, van, truck, motorcycle, walking, taxi				
Less than 30 minutes:	68.8%	71.6%	64.0%	57.1%
30 to 44 minutes:	24.7%	22.1%	29.2%	32.9%
45 to 59 minutes:	4.1%	3.7%	4.3%	6.6%
60 or more minutes:	2.5%	2.6%	2.5%	3.5%

Source: Clark County, Henderson, Las Vegas and North Las Vegas, Table B08134, "Means of Transportation to Work by Travel Time to Work," *2010-2012 American Community Survey 3-Year Estimates.*

The situation is completely different for those residents who take public transportation. At least half of those taking public transportation spend one hour or more getting to work. Compared to people who drive, far fewer users of public transportation spend less than 45 minutes commuting: Clark County (37.6 percent), Henderson (42.8 percent), Las Vegas (35.6 percent), and North Las Vegas (29.1 percent).

The percentage of Clark County residents who spend an hour or more to get to work on public transportation has increased since 2000 from 39.5 percent to 50.8 percent. The Region's public transit system, while well-used and among the most fiscally-efficient in the country[40], 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.

In 2012 the percent of households with no vehicles available were: Clark County 8.6%, Henderson 3.8%, Las Vegas 10.2%, and North Las Vegas 6.2%. The percentage of households with no vehicles has increased slightly between 2010 and 2012 in all the jurisdictions. The percentages of households with one, two or three vehicles were fairly consistent between 2010 and 2012.[41]

Figure 52 Southern Nevadans with no vehicle and where they live

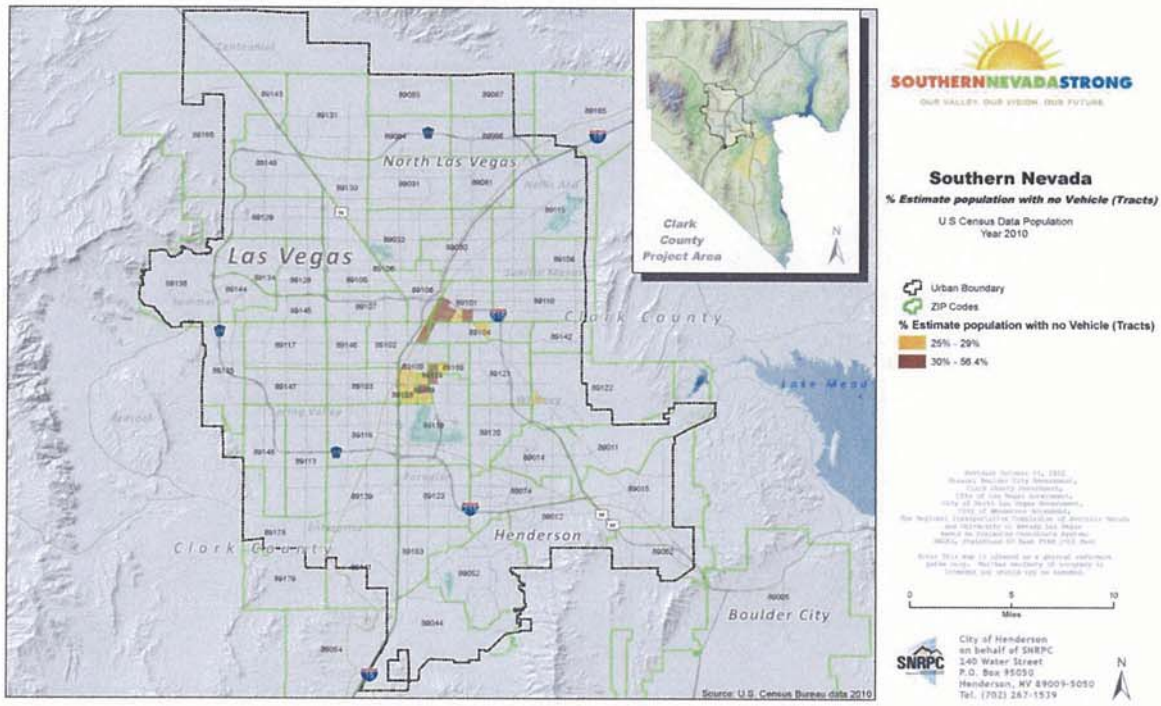


Figure 52 shows where Southern Nevadans with no vehicle live. These neighborhoods are not especially high in any minority status, unemployment rate or income level. They are however, all very close in proximity to the Las Vegas strip and UNLV. These residents are most likely either students or employees from the University or the Las Vegas strip and do not feel the necessity to own a vehicle.

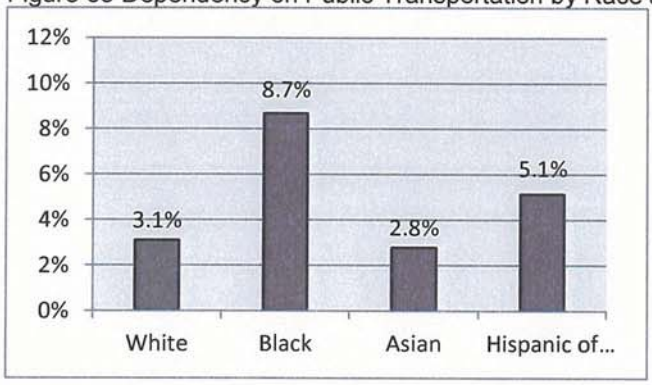
Households in the entire region are fairly close to transit stops and public transit service is fairly comprehensive throughout the Valley. In 2011, the Brookings Institution published an analysis of data from transit providers in the nation's 100 largest metropolitan areas. The report revealed that 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%) is more than the Denver metro area (84%) and less than Salt Lake City (89%).[42] Transfers and trip lengths do increase, however, as one moves away from the urban core area and may preclude extensive transit use in the outer suburban neighborhoods. This could be a barrier for residents who wish to move from the lower opportunity inner core areas to the suburban higher opportunity areas if they are dependent on public transportation.

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.[43]

Dependency on Public Transportation by Race and Ethnicity

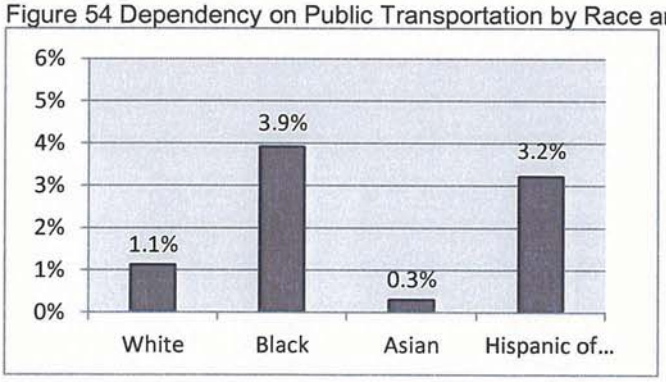
Residents who are dependent on public transportation endure significantly longer commutes than those who drive. It is clear from figure 53 below that greater proportions of African Americans and Hispanics used public transportation compared to Caucasians and Asians in Clark County in 2010-2012.

Figure 53 Dependency on Public Transportation by Race and Ethnicity in 2010-2012: Clark County



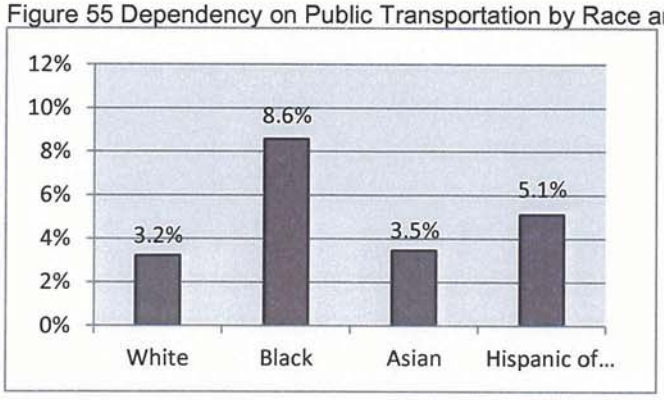
The disparity, as seen in the figures below, is greatest in Henderson, Clark County, and Las Vegas and a little less in North Las Vegas. In Henderson, more than three times as many African Americans and almost three times as many Hispanics used public transportation as Whites.

Figure 54 Dependency on Public Transportation by Race and Ethnicity in 2010-2012: Henderson



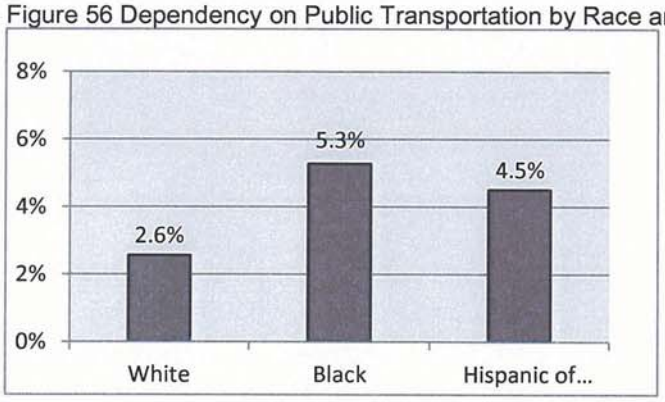
Two and a half times as many African Americans and one and a half times as many Hispanics compared to Caucasians in Clark County and Las Vegas used public transportation.

Figure 55 Dependency on Public Transportation by Race and Ethnicity in 2010-2012: Las Vegas



Twice as many African Americans and more than one and a half times as many Hispanics used public transportation as compared to Caucasians in North Las Vegas.

Figure 56 Dependency on Public Transportation by Race and Ethnicity in 2010-2012: North Las Vegas



Low-income residents are more dependent on public transportation since lower income people are less likely to own a car or have more than one car for each working member of the family. It is likely that the higher public transit ridership among African Americans and Hispanics is due to the larger proportions of lower-income people in both groups.

As can been seen in the above graphs, the long commuting times of those who use public transportation in Clark County, Henderson, Las Vegas and North Las Vegas disproportionately affect African Americans and Hispanics. Since over half the people who use public transportation in these jurisdictions spend at least an hour commuting to work, this reduces time available for other important areas of people's lives and partially dictates which jobs are available to them based on their current neighborhood. Alternatively, fewer neighborhoods are available to them based on their current jobs, especially those even further from public transportation routes.

Residents who are dependent on public transportation for employment are also dependent on it to access educational services, health care, childcare and social services. Public transportation is affordable and easily accessible for these services when residents are attempting to access services close to their current neighborhoods. However, when attempting to reach services that may be located further from their neighborhoods or closer to the outlying higher opportunity areas, there may be longer wait times, more transfers, and longer rides.

A majority of the transit system is accessible to LEP Spanish speaking residents. The more concentrated Hispanic areas of the northeast and east parts of the region are covered, with the only areas not covered being the southeast, very north and very west neighborhoods. Additionally, almost all of the transit lines are covered as paratransit lines for the physically disabled.

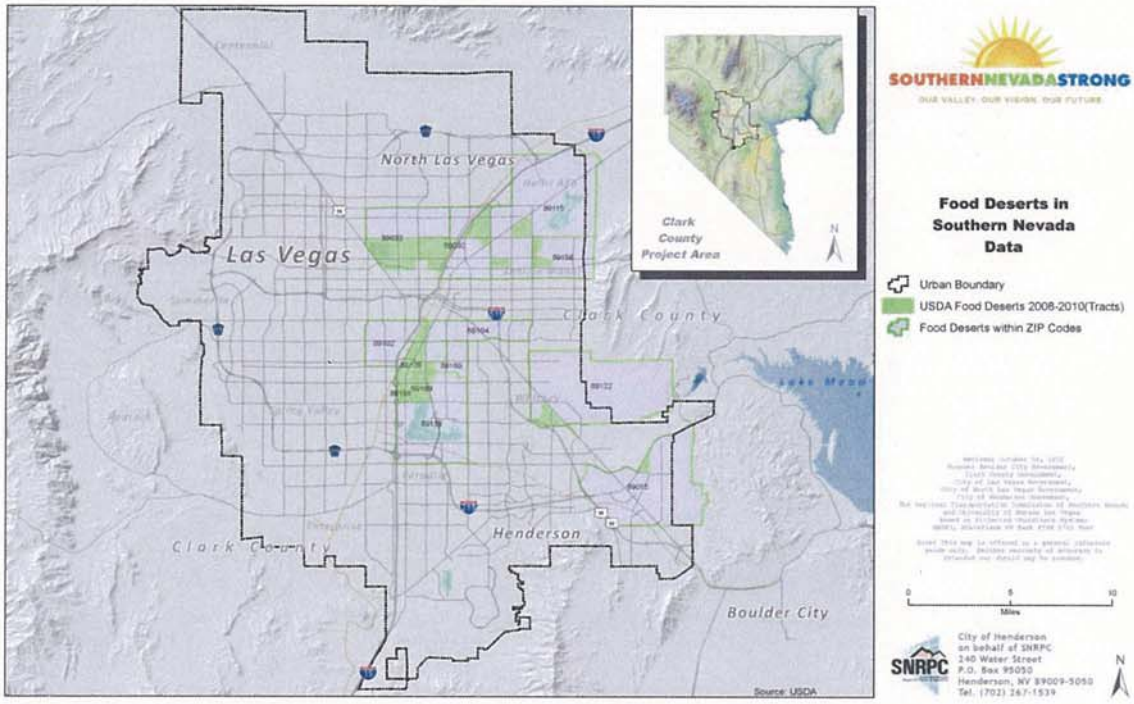
Other Community Assets

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.[44] There are 16 food deserts in Clark County, as shown in Figure 57. 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.[45]

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 Mountain West.[46]

Figure 57 Food Deserts in Southern Nevada



In Figure 57, a large concentration of food deserts arise in the southeastern sections of North Las Vegas and the eastern section of Las Vegas, in the areas already noted with high minority concentrations. These are areas of low opportunities, with low educational attainment, high unemployment, low median incomes and low housing values. As seen throughout this report, these neighborhoods are exactly those that see fewer opportunities in other areas – economic vitality, good neighborhood schools and access to healthcare. Another area of food desert concentration is along the Las Vegas strip, which is exactly the same area where very few residents own a vehicle. Although these residents may be able to easily get to work, they are very limited in access to supermarkets or food stores. There is another area to the southeast from unincorporated Clark County down to Henderson, along Boulder Highway. This is an area we have seen to lack access to other opportunities, although it is low in minority status.

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 Mountain West metropolitan areas, Clark County had the highest rate of diabetes and of people reporting fair or poor health. Table 66 shows the prevalence rates of diabetes and obesity for the counties that include Las Vegas, NV, Phoenix, AZ, Denver, CO, and Salt Lake City, UT. It also includes the national rates of each disease.

The prevalence of diabetes in Clark County exceeds that of the other Mountain 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.[47] Residents were less likely to exercise than residents of other Mountain West communities.

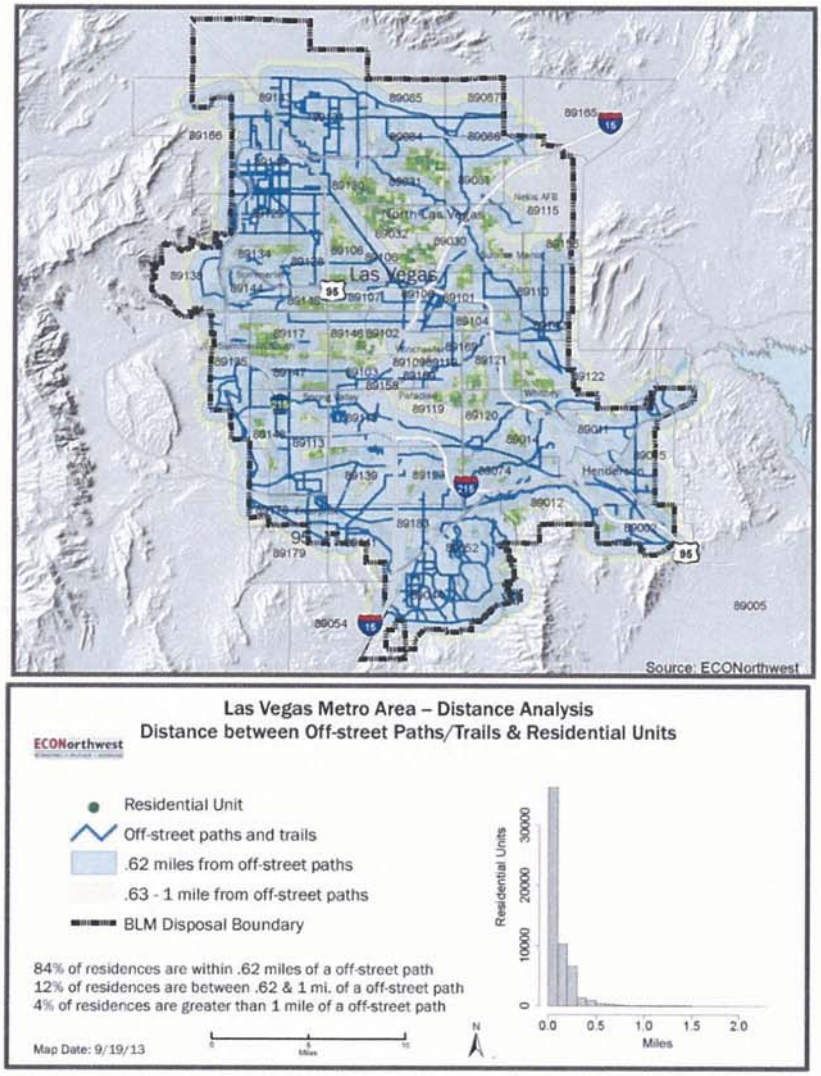
Table 66 Prevalence of Diabetes and Obesity, 2010

	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

Figure 58 shows the distance between walking paths and residences for Southern Nevada. Most of the Valley is well covered for walking paths with a few exceptions in mostly industrial areas. There is a whole near the Clark County airport, a large industrial area of North Las Vegas and Nellis Air Force Base. It does not appear that any residential neighborhoods are lacking for walking paths.

Figure 58 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; and 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 Figure 59. 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 9 percent nationwide.[48]

Figure 59 Drug Use in Southern Nevada Compared with US

	Las Vegas MSA	US
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

Between 2005 and 2010, about 8 percent of persons ages 18 or older were classified as having a major depressive episode, as compared to 6.6 percent nationwide.[49]

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).[50]

The Southern Nevada region is unique relative to crime rates, due to the influx of tourists to the Las Vegas strip. This creates a higher crime rate centered around the Las Vegas strip. Crime rates also increase in the before mentioned African American enclave of the "westside" area as well as the largely Hispanic neighborhoods in the northeast. This would not be unexpected when coupled with the lower economic and educational opportunity rates in these areas.

Healthcare Access

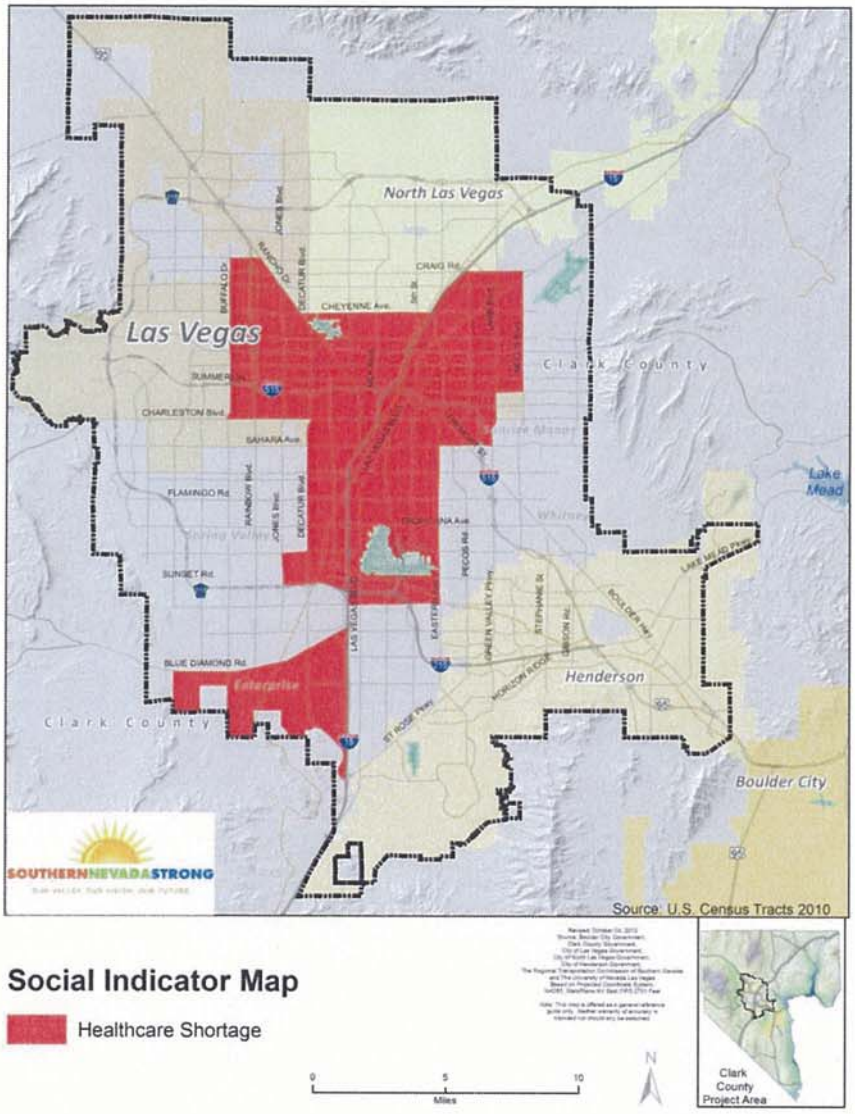
Regular healthcare access improves the individual's chances of living a longer and healthier life.[51] Regular health exams can help find problems before they start or find problems early when treatment is often most effective. Clark County has a low physician-to-population ratio compared to other counties in Nevada and compared to the national average (1:1,244, while the national benchmark for this ratio is 1:631.) The consequence 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.[52]

Clark County has both Medically Underserved Areas and Medically Underserved Populations and significant sections of the county are formally designated as Health Professions Shortage Areas, shown in Figure 60. Most of the underserved areas are centered around the urban core, with many hospitals and medical clinics being sited in the outer suburban neighborhoods. The Las Vegas Strip as well as the neighborhoods surrounding it to all sides are affected by this shortage, with the exception of the large medical community around Charleston Blvd and Alta Drive, west of I-15.

The underserved area would also include the Hispanic enclave to the northeast, the historically African American enclaves to the north of the I-15 and US – 95 interchange and the areas to the south along the Las Vegas Strip which include the areas previously mentioned as low in vehicle ownership. All of these neighborhoods would suffer in particular by a shortage of healthcare access because they also have less access to transportation to outlying areas.

There is one more shortage area to the southwest side of unincorporated Clark County, which is one of the newest established areas. This area is not high in minority residents or low-income and the shortage is probably due to the age of the area and the fact that it is still sparsely populated in sections.

Figure 60 Healthcare Shortage Areas



Exposure to Neighborhood Decline

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). 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.[53] 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. Most of these fall under already identified vulnerable areas.

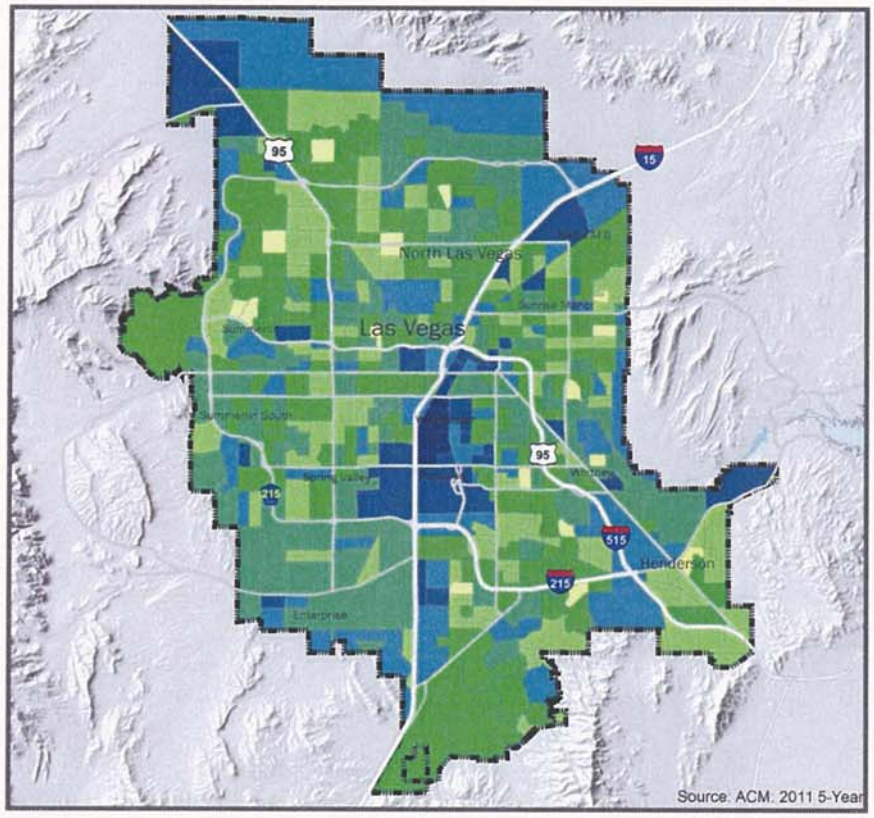
Neighborhood stability remains a pressing concern. Most home buying is taking place on the edges of the Las Vegas Valley, while investors are buying up properties in the core. As more and more homes in the downtown area are owned by absentee landlords, the threat of urban decay is ever present. The key 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.[54,55]

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.

Figure 61 shows where the largest concentration of vacant housing exists. Most of these neighborhoods are south of US 95 and appear on both sides immediately off the Las Vegas Strip. These are not particularly high minority areas nor low income areas. A few of the neighborhoods are ones that experienced a large increase in home prices during the housing boom in 2006 and may be vacant due to current prices. They are also in areas which may not have large residential populations and therefore having some vacant homes may increase the percentage dramatically.

The other areas with large concentrations of vacant housing appear in the outlying newest suburban areas. These are not large minority areas, however they are some of the areas with a high percentage of female headed households. These vacancies are most likely due to the real estate fluctuations and are either foreclosures or homes where no one is living but are on the market.

Figure 61 Vacant Housing Densities



Las Vegas Metro Area – Census Tracts
Housing Characteristics – Percent Vacant Housing Density per Tract

BLM Disposal Boundary	15% - 19%
0% - 4%	20% - 24%
5% - 9%	25% - 49%
10% - 14%	50% - 83%

Source: American Community Survey 2011 5-Year
Map Date: 8/20/13

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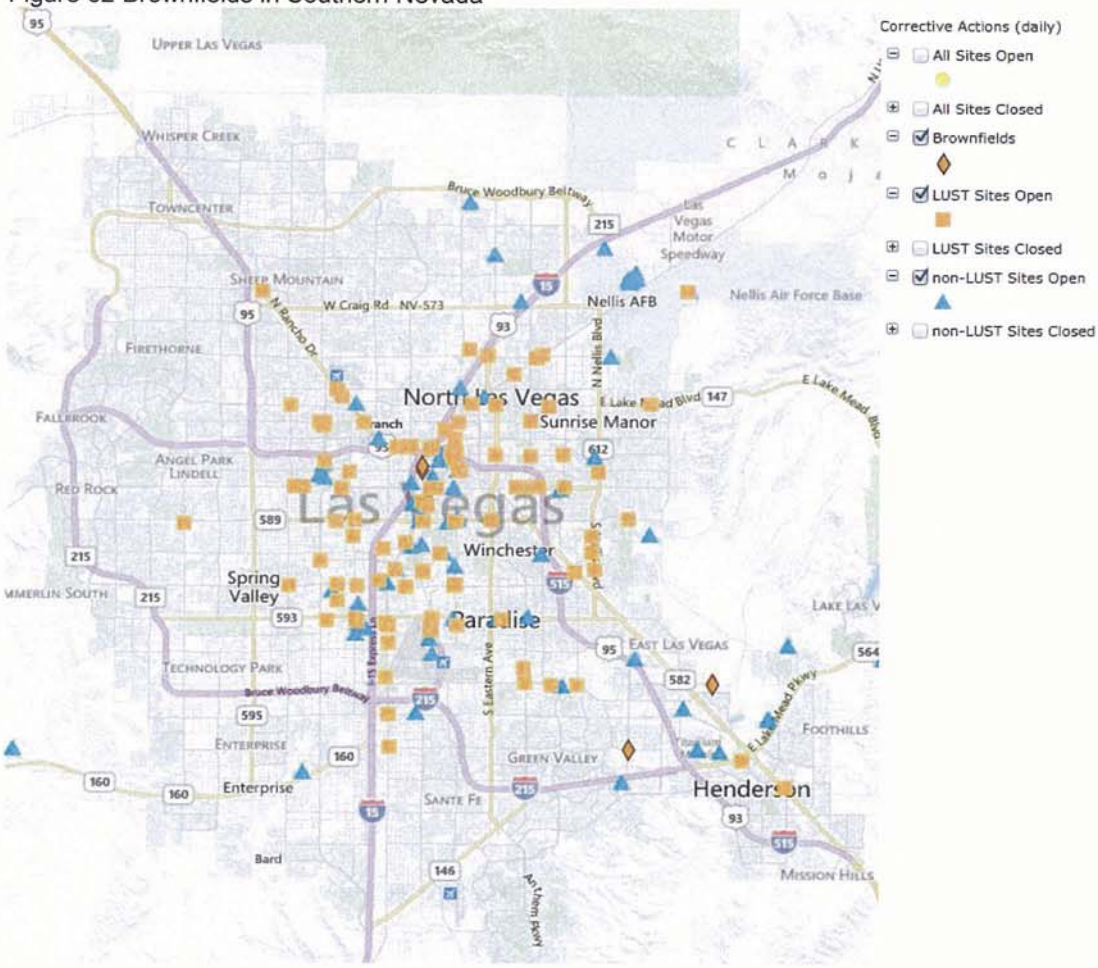
Brownfields

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 62, the region has approximately 165 brownfield sites, of which many are Leaking Underground Storage Tank (LUST) sites.[56,57]

The sites are located throughout the urban core, especially along the highway lines and intersection of US 95 and I-15. These neighborhoods are once again some of the most vulnerable with many episodes of low opportunities. The areas surrounding the intersection, along with the areas to the south and east are high minority and low income areas.

Figure 62 Brownfields in Southern Nevada



Source: Nevada Department of Environmental Protection.

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[33] "Public High School Four-Year On-Time Graduation Rates and Event Dropout Rates: Schools Years 2010-2011 and 2011-2012." (2014). National Center for Education Statistics. Retrieved on July 3, 2013 from http://nces.ed.gov/pubs2014/2014391.pdf.
[34] The poverty threshold varies by size of family and number of related children. According to the U.S. Census Bureau, the poverty threshold for a single person under the age of 65 was $12,119, for a family unit of two with one related child the threshold was $16,057, and for a family unit of three with one related child the threshold was $18,751.
[35] Ladd, H. (2012). Education and Poverty: Confronting the Evidence. Journal of Policy Analysis and Management, vol. 31, issue 2, pages 203-227. Retrieved on November 11, 2013 from http://econpapers.repec.org/article/wlyjpamgt/v_3a31_3ay_3a2012_3ai_3a2_3ap_3a203-227.htm
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[37] Alemayehu Bishaw, "Poverty 2000 to 2012 American Community Survey Briefs," (September, 2013), p.1. U.S. Department of Commerce. Available online as a PDF file at http://www.census.gov/prod/2013pubs/acsbr12-01.pdf
[38] Southern Nevada Strong Existing Conditions Report. (2013).
[39] Southern Nevada Strong Existing Conditions Report. (2013).
[40] According to the RTC and the FTA's National Transit Database, Clark County's transit system was 1st in the nation on cost per trip.
[41] "Selected Housing Characteristics," DP04, *American Community Survey 1-year Estimates* 2010 and 2012
[42] Southern Nevada Strong Existing Conditions Report. (2013).
[43] Southern Nevada Strong Existing Conditions Report. (2013).
[44] Southern Nevada Strong Existing Conditions Report. (2013).
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[54] Nexus 8: The Las Vegas housing market. (2011). Black Mountain Lectures Event. Retrieved on November 11, 2013 from http://digitalscholarship.unlv.edu/blackmountain_lectures_events/86/
[55] Federal Reserve. Patterns of Post-Foreclosure Neighborhood Investment. Retrieved on November 11, 2013 from http://www.federalreserve.gov/newsevents/conferences/Feb-26-Panel-1.pdf
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[57] http://ndep-emap.nv.gov/eMap/

6. FAIR HOUSING STATUS

Fair Housing Compliance and Infrastructure

The federal Fair Housing Act prohibits discrimination in housing based on one's race, color, national origin, religion, sex, family status (presence of children under the age of 18), and disability. In addition, persons with disabilities have the right to request reasonable accommodations and reasonable modifications that will allow them to enjoy the full benefit of their housing.

The Fair Housing Act provides that a person who experiences housing discrimination has the right to file a housing discrimination claim with the U.S. Department of Housing and Urban Development (HUD) or to pursue legal action. The law provides up to a year from the last incident of discrimination to file a complaint with HUD and up to two years to file litigation in federal court. Residents of Clark County who believe they have experienced discrimination may report their complaints to HUD's Office of Fair Housing and Opportunity (FHEO) or Silver State Fair Housing Council, who will provide assistance with filing complaints with HUD.

Table 67 Fair Housing Complaints for Clark County, NV 2010-2013 as reported by HUD

	Total Number	Based on Race or National Origin	Based on Disability Status	Based on Familial Status
Complaints filed for Clark County, NV (all jurisdictions)	142	39	91	12

As Tables 67 and 68 show, the majority of complaints in Clark County from 2010 - 2013 were based on disability status, although a significant amount of complaints were also filed based on race, national origin, and familial status. When broken down by jurisdiction, there does not appear to be a pattern of issues, but rather, the more populated areas have more complaints than the less populated areas. The two jurisdictions with the least amount of minority population, Henderson and Boulder City, have no complaints based on race, but it is unknown if that is simply due to the smaller overall numbers of minority residents.

Table 68 Fair housing complaints by Jurisdiction, 2010-2013, as reported by Silver State Fair Housing Council

Basis of Complaint	Unincorporated Clark County	Boulder City	City of Henderson	City of Las Vegas	City of North Las Vegas
Race	8	0	0	7	2
Color	0	0	0	0	0
Religion	0	0	0	2	0
Sex	3	0	1	1	0
National Origin	1	0	1	2	0
Familial Status	0	0	0	2	0
Disability	15	1	4	18	1
Ancestry	0	0	0	0	0
Sexual Orientation	0	0	0	0	0
Gender Identity/Expression	0	0	0	0	0
Other (Age)	1	0	0	0	0
Total	**28**	**1**	**6**	**32**	**3**

Silver State Fair Housing Council (SSFHC) is a private nonprofit agency that advocates for equal housing opportunity in Nevada. SSFHC provides fair housing information and assistance to housing consumers and providers. SSFHC does not have an attorney on staff to provide legal advice, but is able to provide general information, referrals, and assistance in filing housing discrimination claims with the U.S. Department of Housing & Urban Development (HUD).

Silver State Fair Housing Council also offers training and educational opportunities to the public and housing providers on fair housing. Social Service providers and community groups often work individually with clients who may encounter housing problems and training can help them identify when an individual or family may need to be referred to a fair housing agency. SSFHC has also begun a public awareness campaign to create an understanding of what constitutes fair housing issues and where residents can go for assistance if they feel they have been discriminated against. SSFHC is using billboards and posters in areas that are served by the protected classes, such as neighborhoods, transit stops, and community buildings.

Additionally, SSFHC provides training for public and private housing providers designed for real estate professionals, property managers, homeowners associations, and public housing resource professionals. Topics include basic fair housing information, families with children, advertising, and fair housing protections for persons with disabilities. These topics are also offered in a Spanish class.

SSFHC's "Fair Housing Act Accessibility Guidelines Training" is a comprehensive overview of the seven design requirements of the Fair Housing Act's accessibility guidelines. The course is instructed by a licensed architect and is targeted to architects, developers, real estate professionals, attorneys and advocates.

SSFHC also conducts periodic testing of the housing market to determine the nature and extent of discriminatory treatment accorded to home seekers. Two individuals, alike in every aspect except the variable being tested, are sent to the rental or sales office. These testers play the role of home seekers and make objective reports of what transpires. Any differences in treatment may form the basis for successful resolution of a housing discrimination complaint.

The Financial Guidance Center (FGC) is a HUD approved, non-profit NFCC member United Way Agency that provides financial counseling and education services to the public. They serve Southern and Northern Nevada as well as Utah. SSFHC has worked with FGC on fair housing lending education activities.

The state of Nevada does have its own state housing discrimination law that includes the federal classes, but also includes sexual orientation and gender identity or expression. However, this portion of the Nevada Equal Rights Commission is not allotted any funding under Nevada State Law for housing discrimination complaints, so all complaints are sent to HUD for filing under the federal law. In addition, Nevada State Law also includes protections based on ancestry, sexual orientation and gender identity or expression, for which SSFHC also provides assistance.

Several of the jurisdictions provided funding to support fair housing enforcement and education during the current Consolidated Plan cycle. Clark County has a $125,000 annual contract with Silver State Fair Housing Council for employee training, public outreach, fair housing complaints, and fair housing testing for the unincorporated areas as well as the cities of Boulder City and Mesquite. The City of Henderson committed $55,000 of CDBG funds to also contract with Silver State Fair Housing Council to assist the City to support fair housing education, including City staff training, community outreach events, a bus ad campaign and a fair housing hotline where residents can report fair housing complaints. The City of Las Vegas has not allocated funds toward fair housing specifically; however, they do intend to contract with a fair housing provider to ensure implementation of activities to further fair housing in Las Vegas consistent with the recommendations of this Regional AI. North Las Vegas and Boulder City have not allocated funds toward fair housing enforcement or education; however, North Las Vegas employees and CDBG recipients have participated in fair housing education and training sessions with SSFHC.

A sampling of fair housing complaints received by the SFHCC from January 1, 2010 through December 31, 2013, involving properties in unincorporated Clark County, Boulder City, Henderson, Las Vegas and North Las Vegas, include:

- A single African American male with disabilities living in an apartment alleged that he was the subject of intimidation and harassment by the property manager because of his religion and his disabilities. In his fair housing complaint, forwarded to the Region IX Office of Fair Housing and Equal Opportunity at the U.S. Department of Housing and Urban Development (HUD) with the assistance of Silver State Fair Housing Council, the tenant alleged that the property manager made negative comments about his religion, and tried on multiple occasions to steer him out of his handicap-accessible unit. He further alleged that his refusal to move to another unit resulted in a 30-day no-cause

eviction notice. The tenant successfully contested the eviction notice and his complaint was conciliated by HUD.
(FHOI11004)

- Silver State Fair Housing Council (SSFHC) received a complaint from a married Hispanic woman who alleged that the management at her apartment complex continually cited her for breaking rules, having unauthorized people in her apartment, and charged her for fees she already paid. The tenant denied breaking the rules and stated that the "unauthorized people" are her two teen-age sons. The tenant further alleged that most of the tenants at the complex were Caucasian, but all of the tenants in her building, save one, were Hispanic or African American. Several appointments were made by SSFHC to assist the tenant in filing a housing discrimination complaint, based on her belief that she was being harassed based on her national origin and familial status. The tenant failed to follow through with a complaint.
(PEI08054)
- An 81 year-old homeowner with multiple disabilities requested that a homeowner association allow him to make reasonable modifications to his townhouse to alleviate the outcomes of his disabilities. Specifically, he requested that he be allowed to install larger windows to allow more light into the unit and a sliding door in place of a traditional hung door to limit a tendency to wander. The request was initially approved by the homeowner association, but approval was later withdrawn, despite the homeowner providing copies of modification plans and a note from the homeowner's doctor regarding the benefit of the modifications. Silver State Fair Housing Council sent a follow-up request to the homeowner association, seeking to facilitate a resolution. No reply was received. The homeowner and his son, who also resided at the townhouse, filed a complaint with the Region IX Office of Fair Housing and Equal Opportunity at the U.S. Department of Housing and Urban Development (HUD). After approximately 18 months, the complaint was closed by HUD with a determination of No Reasonable Cause.
(PEI08076)
- To alleviate the outcomes of her disability, a Native American female veteran was prescribed a companion/service dog by her doctor. When she moved into a new apartment prior to receiving her dog, the tenant informed management that she would be getting the trained dog, requested that a "no pets" policy be waived as a reasonable accommodation, and provided a note from her doctor verifying her need for the animal. The tenant alleged that she was told by management that the housing was "federally funded; we don't have to follow those laws." When the tenant received her dog and attempted to return to her apartment, management refused to allow her in until police were called. Under threat of eviction, the tenant removed the dog from the property the next day. A housing discrimination complaint filed with the Region IX Office of Fair Housing and Equal Opportunity at the U.S. Department of Housing and Urban Development (HUD) was closed with a determination of No Reasonable Cause.
(PEI08125)
- Silver State Fair Housing Council (SSFHC) received a referral from legal services regarding a single White female with disabilities living in transitional housing. The tenant was prescribed a hospital bed by her doctor to address some of the outcomes of her disabilities. Management was informed that she needed the bed and raised no issues until the bed was to be delivered. The tenant alleged that she was informed by

management that she would be considered a liability because of the risk of her falling out of the bed and was given a verbal 60-day notice to move. Fearing that her chance for permanent housing would be affected by the threatened eviction, the tenant requested that SSFHC write a follow-up request to be allowed to have the bed and rescind the verbal eviction. When the request was still not granted, SSFHC referred the tenant to a SSFHC cooperating attorney, who was able to get the tenant her bed and negotiate a time frame for moving her to permanent housing.
(FHOI11002)

- A single White female with a disability had difficulty walking long distances and needed a parking space closer to her apartment. After periodically requesting unsuccessfully that management reasonably accommodate her disability by assigning a closer parking space, the tenant appealed to Silver State Fair Housing Council (SSFHC) for assistance. A follow-up request was sent to management by SSFHC, seeking to facilitate a resolution. Within one week, the tenant was assigned a sparking pace closer to her unit than the space she originally requested. The tenant stated to SSFHC staff, "What I couldn't do in a year, you guys helped me do in 24 hours."
(FHOI11005)
- A Public Housing Authority (PHA) notified a Section 8 voucher recipient that her voucher for a two-bedroom unit would be rescinded and replaced with a voucher for a one-bedroom unit. The voucher holder, a single African American female with disabilities, stated that she needed the second bedroom for medical equipment related to her disability. After receiving a follow-up request for reasonable accommodation from Silver State Fair Housing Council, the PHA reinstated the two-bedroom voucher.
(FHOI11010)
- A family renting a single family home in a development governed by a homeowner association requested that the association provide a reasonable accommodation by waiving its ban on "commercial" vehicles parked in a residential zone to allow them to park their privately owned ambulance at their home. The ambulance was needed to transport their son, who, due to his disability, can only be transported in a prone position. After the request was denied, the family filed a complaint with the Region IX Office of Fair Housing and Equal Opportunity at the U.S. Department of Housing and Urban Development (HUD). They also contacted Silver State Fair Housing Council (SSFHC) regarding a referral to a SSFHC cooperating attorney. Represented by counsel in the complaint process, the family's case was conciliated by HUD for $65,000.
(PEI11064)
- Silver State Fair Housing Council assisted a single bi-racial woman to file a complaint of discrimination based on sex with the Region IX Office of Fair Housing and Equal Opportunity at the U.S. Department of Housing and Urban Development (HUD). The tenant alleged that she was harassed by the owners of the single family home she was renting after she informed them that her male roommate had moved out. She alleged that a male property owner entered the home several times without prior notice and that he commented to her that he does not like renting to women due to his belief that women are unable to maintain or repair property. The case was successfully conciliated by HUD.
(FHOI11041)
- A single African American male alleged that he and his girlfriend were being treated differently from other tenants at an apartment complex because of their race. His

complaint, filed with the Region IX Office of Fair Housing and Equal Opportunity at the U.S. Department of Housing and Urban Development (HUD), alleged that the tenant had a series of disputes with neighbors regarding alleged noise violations. After he complained to management about the incidents, the tenant received an eviction notice. He alleged that one of the neighbors, who is not African American, made similar complaints but was not evicted. Also cited in the complaint was an allegation by the tenant that the property owner went to his girlfriend's place of employment and berated her about the situation, using at least one racial slur. HUD did not open an investigation, citing Lack of Jurisdiction.
(FHOI11044)

- A group of homeowners in a development governed by a homeowner association opposed the opening of a group home for persons with disabilities in the neighborhood. The operator of the group home received a "cease and desist" letter from an attorney stating that the group home was a business and that Codes, Covenants & Restrictions forbid operation of a business. The letter also requested production of numerous documents that the operator felt was burdensome and heavy-handed. Subsequently, a group of neighborhood homeowners filed complaints with the County, trying to stop the group home from opening. With assistance from Silver State Fair Housing Council and one of its cooperating attorneys, the group home operator was able to educate County staff about the fair housing rights of group homes, and was allowed to open. A complaint was filed with the Region IX Office of Fair Housing and Equal Opportunity at the U.S. Department of Housing and Urban Development (HUD) regarding alleged ongoing harassment by some of the neighbors.
(Clark12005)
- A single White male with a disability was served with an eviction notice by his landlord after he refused to allow housing inspectors access to his apartment for a follow-up inspection. The tenant alleged that he had made a verbal request for reasonable accommodation to be allowed to have inspections scheduled in the afternoon, due to the outcomes of his disability that limit his ability to make morning appointments. After receiving a follow-up request for reasonable accommodation from Silver State Fair Housing Council, management granted the tenant's request and rescinded the eviction.
(Clark12008)
- After his request to be allowed to install a chair lift to allow him access to his second floor unit was put on hold by his homeowner association, a homeowner with disabilities contacted Silver State Fair Housing Council (SSFHC) regarding his immediate need for the proposed modification. The agency sent a follow-up letter to the homeowner association and its management company. An email response indicated that the request would be approved, provided that the homeowner sign an insurance waiver. Believing that this would be an overly burdensome requirement, and unnecessary, the homeowner consulted with a SSFHC cooperating attorney, who was able to get the condition removed.
(Clark12010)
- A single Hispanic female alleged that she was sexually harassed by a maintenance worker at her apartment complex. She reported the behavior, including inappropriate language, touching and offers of favors in return for sex, to management. Nothing was done. Assisted by Silver State Fair Housing Council, the tenant filed a complaint of sex discrimination with the Region IX Office of Fair Housing and Equal Opportunity at the

U.S. Department of Housing and Urban Development (HUD). She later withdrew her claim.
(Clark12016)

- Silver State Fair Housing Council received a complaint from an African American male, alleging that he was steered to an inferior unit when he moved into his apartment complex. Believing that he was steered based on his race, and alleging that management has become defensive toward him since he raised the issue, he filed a complaint with the Region IX Office of Fair Housing and Equal Opportunity at the U.S. Department of Housing and Urban Development (HUD).
(Clark12018)

Based on the interviews and complaints files, it appears there is still an issue with private management companies and homeowner associations understanding the fair housing law especially as it relates to disabled residents and the requirement to make reasonable accommodation. SSFHC has begun training for these fields as well as public service advertising to help make more people aware, and they should continue in this endeavor. It is unclear if there is any systemic problem in racial/ethnic steering and further testing should be completed.

SUGGESTIONS FOR FURTHERING FAIR HOUSING:

- *The region should attempt to make changes to the funding structure for the Nevada Equal Rights Commission to secure some amount of funding for authority over the State Fair Housing law.*

- *Silver State Fair Housing Council has expanded in recent years in jurisdictional coverage as well as their ability to help clients pursue legal remedies, provide training and mediation, and testing where necessary. Funding should be expanded to allow SSFHC to continue these services and expand as necessary.*

- *The region should secure funding (possibly in conjunction with SSFHC) to more comprehensively study the subject of steering in the Region.*

- *There is little understanding of how domestic violence victims are discriminated against and this should be studied closer in the future.*

Lending Analysis

Conventional home mortgages

The results of applications for conventional home mortgages during the years 2011-2012 were analyzed for the purposes of this study for each jurisdiction. The full application results can be found in Appendix A, however the number of total applications, number of loans issued and denied, and percentage of loans issued and denied are found in the tables below for each jurisdiction. The tables below do not add up to 100% because the withdrawn and incomplete applications were not included but can be found in the Appendix A tables.

Table 69 shows the results for unincorporated Clark County. The results show that the percentage issued and denied based on race and ethnicity are not much different in 2012 at 67.7% Caucasian, 63% African American, and 65.6% Hispanic. However, in 2011, the percentage issued for African American fell to 44.0%, which may be due to the much lower number of applications that year (25 applications for African Americans in 2011 versus 119 applications in 2012). This may be due to the overall slowdown in the economy that year. The differences between the Hispanics and Caucasians for 2011 were small at 63.5% and 64.8% respectively. The differences between the genders do not differ much in Clark County for either year.

Table 69 Unincorporated Clark County: Results of Applications for Conventional Home Mortgages, 2011–2012

Reporting Year: 2012

Race/Ethnicity	Total Applications	Number Issued	Number Denied	Percent Issued	Percent Denied
Hispanic of Any Race	384	252	87	65.6%	22.7%
American Indian or Alaskan Eskimo	12	8	3	66.7%	25.0%
Asian	729	478	133	65.6%	18.2%
Black or African American	119	75	26	63.0%	21.8%
Native Hawaiian / Pacific Islander	63	41	15	65.1%	23.8%
White (non–Hispanic)	1,979	1,340	344	67.7%	17.4%

Race Unknown	316	182	60	57.6%	19.0%
All Men	2,235	1,504	397	67.3%	17.8%
All Women	1,172	785	225	67.0%	19.2%
Total (Does Not Include Gender Rows)	3,602	4,665	1,290	129.5%	35.8%
Reporting Year: 2011					
Race/Ethnicity	**Total Applications**	**Number Issued**	**Number Denied**	**Percent Issued**	**Percent Denied**
Hispanic of Any Race	197	125	40	63.5%	20.3%
American Indian or Alaskan	6	0	2	0.0%	33.3%
Asian	189	124	29	65.6%	15.3%
African American or African American	25	11	6	44.0%	24.0%
Native Hawaiian / Pacific Islander	11	7	1	63.6%	9.1%
White (non–Hispanic)	554	359	91	64.8%	16.4%
Race Unknown	72	41	14	56.9%	19.4%
All Men	644	412	111	64.0%	17.2%
All Woman	364	231	62	63.5%	17.0%
Total (Does Not Include Gender Rows)	1,054	667	183	63.3%	17.4%

Source: Home Mortgage Disclosure Act Table 4–2 for Unincorporated Clark County, Nevada. Data provided by Reinvestment Partners.

North Las Vegas experienced a similar dichotomy as shown in Table 70. For 2012, the differences in loan issuance rates are fairly steady across the Hispanic, African American, and Caucasian population, although it should be noted that the denial rate was much lower in the Caucasian category (12.5% versus 18.4% and 21.0%). In 2011 however, the applications were much lower in number and had a much greater difference between the races for issuance rates. The Caucasian category was issued loans at a 74.2% rate, while African Americans were at 50% and Hispanics at 55.2%. The differences between the genders was again little, if any for either year.

Table 70 North Las Vegas: Results of Applications for Conventional Home Mortgages, 2011-2012

Reporting Year: 2012					
Race/ Ethnicity	Total Applications	Number Issued	Percent Issued	Number Denied	Percent Denied
Hispanic of Any Race	163	114	69.9%	30	18.4%
American Indian or Alaskan Eskimo	1	1	100.0%	0	0.0%
Asian	40	28	70.0%	8	20.0%
Black or African American	62	45	72.6%	13	21.0%
Native Hawaiian / Pacific Islander	20	17	85.0%	3	15.0%
White (non–Hispanic)	345	253	73.3%	43	12.5%
Race Unknown	37	28	75.7%	7	18.9%
All Men	397	278	70.0%	68	17.1%
All Women	248	192	77.4%	30	12.1%
Total (Does Not Include Gender Rows)	668	486	72.8%	104	15.6%

Reporting Year: 2011					
Race/ Ethnicity	Total Applications	Number Issued	Percent Issued	Percent Denied	Number Denied
Hispanic of Any Race	29	16	55.2%	17.2%	5
American Indian or Alaskan	0	0	0.0%	0.0%	0
Asian	4	4	100.0%	0.0%	0
Black or African American	4	2	50.0%	25.0%	1
Native Hawaiian / Pacific Islander	4	3	75.0%	25.0%	1
White (non-Hispanic)	31	23	74.2%	3.2%	1
Race Unknown	9	7	77.8%	0.0%	0
All Men	47	32	68.1%	10.6%	5
All Woman	27	18	66.7%	11.1%	3
Total (Does Not Include Gender Rows)	81	55	67.9%	9.9%	8

Source: Home Mortgage Disclosure Act Table 4–2 for North Las Vegas, Nevada. Data provided by Reinvestment Partners.

In the City of Las Vegas, for 2012, the African American and Hispanic loan issuance rates are noticeably lower than the Caucasian rate at 63.6% and 59.2% versus 69.9% for Caucasians. The denial rates for Hispanics are noticeably higher at 23.1% versus 14.5% for Caucasians and 13.6% for African Americans.

In 2011, the Hispanic loan issuance rate is lower than the Caucasian at 57.0% versus 66.0% and the denial rates higher at 23.4% versus 14.8% for Caucasians. As we have seen in the other jurisdictions, 2011 had a much smaller number of applicants and only 21 total applications were for African Americans.

Table 71 Las Vegas, Results of Applications for Conventional Home Mortgages, 2011-2012					
Reporting Year: 2012					
Race/Ethnicity	**Total Applications**	**Number Issued**	**Percent Issued**	**Number Denied**	**Percent Denied**
Hispanic of Any Race	260	154	59.2%	60	23.1%
American Indian or Alaskan Eskimo	8	3	37.5%	2	25.0%
Asian	214	127	59.3%	46	21.5%
Black or African American	88	56	63.6%	12	13.6%
Native Hawaiian / Pacific Islander	19	14	73.7%	3	15.8%
Caucasian (non–Hispanic)	1,682	1,176	69.9%	244	14.5%
Race Unknown	205	107	52.2%	51	24.9%
All Men	1,547	1,046	67.6%	254	16.4%
All Women	799	528	66.1%	132	16.5%
Total (Does Not Include Gender Rows)	2,476	1,637	66.1%	418	16.9%
Reporting Year: 2011					
Race/Ethnicity	**Total Applications**	**Number Issued**	**Percent Issued**	**Number Denied**	**Percent Denied**
Hispanic of Any Race	107	61	57.0%	25	23.4%
American Indian or Alaskan	6	3	50.0%	2	33.3%
Asian	92	60	65.2%	12	13.0%

Black or African American	21	13	61.9%	2	9.5%
Native Hawaiian / Pacific Islander	12	9	75.0%	2	16.7%
Caucasian (non–Hispanic)	648	428	66.0%	96	14.8%
Race Unknown	70	40	57.1%	21	30.0%
All Men	582	382	65.6%	91	15.6%
All Woman	343	215	62.7%	61	17.8%
Total (Does Not Include Gender Rows)	956	614	64.2%	160	16.7%

Source: Home Mortgage Disclosure Act Table 4–2 for Las Vegas, Nevada. Data provided by Reinvestment Partners.

Table 72 below, shows that the numbers of applications in Boulder City for any race other than Caucasian is so low, that we cannot make any assumptions based on loan denial or acceptance rates. It is interesting, though to note the low numbers and wonder why there are not more applications to live in Boulder City from other races and ethnicities. There may be issues as to why other races do not choose to move to Boulder City and these issues are explored in other areas of this report.

Table 72 Boulder City, Results of Applications for Conventional Home Mortgages, 2011-2012

Reporting Year: 2012

Race/Ethnicity	Total Applications	Number Issued	Percent Issued	Number Denied	Percent Denied
Hispanic of Any Race	3	3	100.0%	0	0.0%
American Indian or Alaskan Eskimo	1	0	0.0%	0	0.0%
Asian	0	0	0.0%	0	0.0%
Black or African American	0	0	0.0%	0	0.0%

Native Hawaiian / Pacific Islander	0	0	0.0%	0	0.0%
Caucasian (non–Hispanic)	43	26	60.5%	8	18.6%
Race Unknown	2	2	100.0%	0	0.0%
All Men	35	21	60.0%	7	20.0%
All Women	12	8	66.7%	1	8.3%
Total (Does Not Include Gender Rows)	49	31	63.3%	8	16.3%
Reporting Year: 2011					
Race/Ethnicity	Total Applications	Number Issued	Percent Issued	Number Denied	Percent Denied
Hispanic of Any Race	2	1	50.0%	0	0.0%
American Indian or Alaskan Eskimo	1	1	100.0%	0	0.0%
Asian	0	0	0.0%	0	0.0%
Black or African American	0	0	0.0%	0	0.0%
Native Hawaiian / Pacific Islander	0		0.0%	0	0.0%
Caucasian (non–Hispanic)	38	29	76.3%	3	7.9%
Race Unknown	4	1	25.0%	0	0.0%
All Men	34	25	73.5%	1	2.9%
All Woman	10	7	70.0%	2	20.0%
Total (Does Not Include Gender Rows)	45	32	71.1%	3	6.7%

Source: Home Mortgage Disclosure Act Table 4–2 for Boulder City, NV. Data provided by Reinvestment Partners.

The City of Henderson had noticeably different results for loans issued based on race/ethnicity as well as number of total applications. There were 1,450 total applications for Caucasians in 2012 versus 122 for Hispanics and only 24 for African Americans. The loan issuance rates were 72.7% for Caucasians, 59.0% for Hispanics, and 54.2% for African Americans. The denial rates were 13.9% for Caucasians, 16.7% for African Americans, and 23.8% for Hispanics.

The 2011 percentage results were vastly different (89% loan issuance rates for African Americans versus 70.2% for Caucasians), however, we again see that the total number of loan applications were very low, especially in the minority categories (9 total applications for African Americans).

Table 73 Henderson: Results of Applications for Conventional Home Mortgages, 2011-2012
Reporting Year: 2012

Race/Ethnicity	Total Applications	Number Issued	Percent Issued	Number Denied	Percent Denied
Hispanic of Any Race	122	72	59.0%	29	23.8%
American Indian or Alaskan Eskimo	7	2	28.6%	3	42.9%
Asian	154	108	70.1%	20	13.0%
Black or African American	24	13	54.2%	4	16.7%
Native Hawaiian / Pacific Islander	17	11	64.7%	3	17.6%
Caucasian (non–Hispanic)	1,450	1,054	72.7%	202	13.9%
Race Unknown	173	111	64.2%	29	16.8%
All Men	1,337	953	71.3%	198	14.8%
All Women	502	348	69.3%	68	13.5%
Total (Does Not Include Gender)	1,947	1,371	70.4%	290	14.9%

Reporting Year: 2011					
Race/Ethnicity	Total Applications	Number Issued	Percent Issued	Number Denied	Percent Denied
Hispanic of Any Race	47	30	63.8%	11	23.4%
American Indian or Alaskan	3	1	33.3%		0.0%
Asian	48	32	66.7%	10	20.8%
Black or African American	9	8	88.9%	0	0.0%
Native Hawaiian / Pacific Islander	8	3	37.5%	2	25.0%
Caucasian (non–Hispanic)	396	278	70.2%	51	12.9%
Race Unknown	50	37	74.0%	7	14.0%
All Men	330	221	67.0%	50	15.2%
All Woman	194	141	72.7%	26	13.4%
Total (Does Not Include Gender Rows)	561	389	69.3%	81	14.4%
Source: Home Mortgage Disclosure Act Table 4–2 for Henderson, Nevada. Data provided by Reinvestment Partners.					

It is important to note, that regionally, it appears that Caucasians had a higher percentage of Conventional Loans issued in 2012 compared to African Americans and Hispanics as well as a fewer number actually denied. It is important to compare both numbers because some that are not denied but considered incomplete or withdrawn may come back to be either approved or denied in subsequent years. It is not clear however, why these rates are this way. There could be issues of unfair loan application processes, but it could also be many other socio-economic issues causing these such as lower incomes for minorities and higher unemployment that are explored throughout this document. Furthermore, the economic downturn that was still affecting the marketplace in 2011 makes the 2011 data very unreliable. It seems to speak mostly to the fact that there were very few loan applications that year overall , but it is interesting to note the extremely small numbers seen by minority loan applicants which may indicate the recession and home price crises was felt more by minority home owners.

SUGGESTION: A further complete and statistically significant study should be completed looking at the loan approval rates based on minority status to see if there are significant differences that could be attributed to unfair lending practices.

FHA home mortgages

FHA, FSA/RHS, and VA Home Mortgages are loans that are federally insured and tend to be more easily issued in lower income or lower credit score situations. In Clark County, for 2012, loans for Caucasians were issued at 69.4%, African Americans at 66.6% and Hispanics at 63.4%, indicating a slightly higher loan issuance rates for Caucasians. The denial rates were only slightly lower for Caucasians at 16.0% versus 18.3% for African Americans and 18.7% for Hispanics. There was no discernable gender difference in either the loan issuance rate or the denial rate.

In 2011, there were more applications submitted than in the Conventional Loan category and there was an even smaller difference in issuance rates at 72.4% for Caucasians, 68.4% for African Americans and 66.7% for Hispanics. The denial rates were 12.5% for Caucasians, 15.4% for African American, and 14.7% for Hispanics.

Table 74 Unincorporated Clark County: Results of Applications for FHA, FSA/RHS, and VA Home Mortgages Home Mortgages, 2011–2012

Reporting Year: 2012

Race/Ethnicity	Total Applications	Number Issued	Number Denied	Percent Issued	Percent Denied
Hispanic of Any Race	1,709	1,084	320	63.4%	18.7%
American Indian or Alaskan Eskimo	17	10	6	58.8%	35.3%
Asian	934	620	174	66.4%	18.6%
Black or African American	377	251	69	66.6%	18.3%
Native Hawaiian / Pacific Islander	167	119	27	71.3%	16.2%
Caucasian (non–Hispanic)	3,260	2,264	520	69.4%	16.0%
Race Unknown	510	314	116	61.6%	22.7%
All Men	4,242	2,908	711	68.6%	16.8%
All Women	2,457	1,626	439	66.2%	17.9%

Total (Does Not Include Gender Rows)	6,974	4,662	1,232	66.8%	17.7%
Race/Ethnicity	**Total Applications**	**Number Issued**	**Number Denied**	**Percent Issued**	**Percent Denied**
Hispanic of Any Race	1,042	695	153	66.7%	14.7%
American Indian or Alaskan	9	5	1	55.6%	11.1%
Asian	221	140	42	63.3%	19.0%
Black or African American	117	80	18	68.4%	15.4%
Native Hawaiian / Pacific Islander	47	33	5	70.2%	10.6%
Caucasian (non–Hispanic)	1,114	807	139	72.4%	12.5%
Race Unknown	136	71	38	52.2%	27.9%
All Men	1,577	1,074	233	68.1%	14.8%
All Woman	1,026	711	141	69.3%	13.7%
Total (Does Not Include Gender Rows)	2,686	1,831	396	68.2%	14.7%

Source: Home Mortgage Disclosure Act Table 4–1 for Unincorporated Clark County, Nevada. Data provided by Reinvestment Partners.

Table 75 shows the results for FHA Mortgages for North Las Vegas for 2012. The Caucasian issuance rate was 73.0%, which fell to 67.1% for Hispanics and 64.3% for African Americans. The percentage denied was 14.4% for Caucasians, 18.7% for Hispanics, and 23.6% for African Americans. The issuance rates for 2011 were higher at 74.6% for Caucasians, 71.2% for Hispanics, and 70.5% for African Americans. The denial rates differed more at 12.0% for Caucasians, 14.1% for Hispanics, and 18.2% for African Americans. As we have throughout, there is no significant difference in either year between the genders

Table 75 North Las Vegas: Results of Applications for FHA, FSA/RHS, and VA Home Mortgages Home Mortgages, 2011–2012

Reporting Year: 2012

Race/Ethnicity	Total Applications	Number Issued	Percent Issued	Number Denied	Percent Denied
Hispanic of Any Race	715	480	67.1%	134	18.7%
American Indian or Alaskan Eskimo	6	4	66.7%	2	33.3%
Asian	139	100	71.9%	21	15.1%
Black or African American	373	240	64.3%	88	23.6%
Native Hawaiian / Pacific Islander	43	31	72.1%	8	18.6%
Caucasian (non–Hispanic)	1,051	767	73.0%	151	14.4%
Race Unknown	195	123	63.1%	39	20.0%
All Men	1,582	1,098	69.4%	278	17.6%
All Women	819	573	70.0%	142	17.3%
Total (Does Not Include Gender Rows)	2,522	1,745	69.2%	443	17.6%

Reporting Year: 2011

Race/Ethnicity	Total Applications	Number Issued	Percent Issued	Number Denied	Percent Denied
Hispanic of Any Race	163	116	71.2%	23	14.1%
American Indian or Alaskan	1	1	100.0%		0.0%
Asian	22	16	72.7%	3	13.6%
Black or African American	44	31	70.5%	8	18.2%
Native Hawaiian / Pacific Islander	6	5	83.3%	0	0.0%

Caucasian (non–Hispanic)	142	106	74.6%	17	12.0%
Race Unknown	34	20	58.8%	9	26.5%
All Men	233	169	72.5%	37	15.9%
All Woman	162	118	72.8%	18	11.1%
Total (Does Not Include Gender Rows)	412	295	71.6%	60	14.6%

Source: Home Mortgage Disclosure Act Table 4–1 for North Las Vegas, Nevada. Data provided by Reinvestment Partners.

In the City of Las Vegas for 2012, the loan issuance rate for FHA, FSA/RHS and VA Home Mortgages were 71.7% for Caucasians, 60.4% for African Americans, and 64.6% for Hispanics. The percent denied were 14.9% for Caucasians, 16.9% for Hispanics and 23.8% for African Americans, almost a full 10 percentage points higher than for Caucasians. In 2011, the loan issuance rate differs less between the races, but the denial rate is still significantly different. Loans for Caucasians were issued at 68.9%, Hispanics at 66.1%, and African Americans at 64.4%. The denial rates were 13.3% for Caucasians, 15.7% for Hispanics, and 22.2% for African Americans.

Table 76 Las Vegas: Results of Applications for FHA, FSA/RHS, and VA Home Mortgages Home Mortgages, 2011–2012					
Reporting Year: 2012					
Race/Ethnicity	**Total Applications**	**Number Issued**	**Percent Issued**	**Number Denied**	**Percent Denied**
Hispanic of Any Race	869	561	64.6%	147	16.9%
American Indian or Alaskan Eskimo	20	13	65.0%	5	25.0%
Asian	247	159	64.4%	54	21.9%
Black or African American	265	160	60.4%	63	23.8%
Native Hawaiian / Pacific Islander	54	34	63.0%	7	13.0%
Caucasian (non–Hispanic)	2,442	1,751	71.7%	365	14.9%
Race Unknown	370	222	60.0%	87	23.5%
All Men	2,727	1,873	68.7%	449	16.5%
All Women	1,346	920	68.4%	231	17.2%
Total (Does Not Include Gender Rows)	4,267	2,900	68.0%	728	17.1%
Reporting Year: 2011					
Race/Ethnicity	**Total Applications**	**Number Issued**	**Percent Issued**	**Number Denied**	**Percent Denied**
Hispanic of Any Race	460	304	66.1%	72	15.7%
American Indian or Alaskan	3	2	66.7%	1	33.3%
Asian	101	65	64.4%	16	15.8%
Black or African American	90	58	64.4%	20	22.2%

Native Hawaiian / Pacific Islander	20	14	70.0%	1	5.0%
Caucasian (non–Hispanic)	915	630	68.9%	122	13.3%
Race Unknown	117	69	59.0%	18	15.4%
All Men	1,046	720	68.8%	148	14.1%
All Woman	588	374	63.6%	95	16.2%
Total (Does Not Include Gender Rows)	1,706	1,142	66.9%	250	14.7%

Source: Home Mortgage Disclosure Act Table 4–1 for Las Vegas, Nevada. Data provided by Reinvestment Partners.

In Henderson for 2012, the FHA loan issuance rate was very similar across the races. The rate was 71.4% for Caucasians, 70.0% for Hispanics, and 69.9% for African Americans. The denial rates were also similar at 14.7% for Caucasians, 15.4 % for African Americans, and 17.9% for Hispanics. The 2011 rates showed a slightly higher variation in issuance rate, but still a small difference in denial percentages. Caucasians were issued loans at 73.9%, Hispanics at 70.6%, and 67.6% for African Americans. The denial rates were 11.7% for Caucasians, 11.8% for Hispanics, and 10.8% for African Americans.

It is interesting to note how different these numbers are than from the numbers for Conventional Loans, which did have contrasts between the races on issuance and denial rates. This could be due to the income differences which are taken into account for the FHA loan status.

Table 77 Henderson: Results of Applications for FHA, FSA/RHS, and VA Home Mortgages Home Mortgages, 2011–2012

Reporting Year: 2012

Race/Ethnicity	Total Applications	Number Issued	Percent Issued	Number Denied	Percent Denied
Hispanic of Any Race	257	180	70.0%	46	17.9%
American Indian or Alaskan Eskimo	4	2	50.0%	2	50.0%
Asian	135	94	69.6%	22	16.3%
Black or African American	123	86	69.9%	19	15.4%

Native Hawaiian / Pacific Islander	35	21	60.0%	7	20.0%
Caucasian (non–Hispanic)	1,781	1,272	71.4%	261	14.7%
Race Unknown	218	123	56.4%	54	24.8%
All Men	1,754	1,247	71.1%	266	15.2%
All Women	655	454	69.3%	104	15.9%
Total (Does Not Include Gender Rows)	2,553	1,778	69.6%	411	16.1%
Reporting Year: 2011					
Race/Ethnicity	Total Applications	Number Issued	Percent Issued	Number Denied	Percent Denied
Hispanic of Any Race	170	120	70.6%	20	11.8%
American Indian or Alaskan	3	2	66.7%	1	33.3%
Asian	49	35	71.4%	9	18.4%
Black or African American	37	25	67.6%	4	10.8%
Native Hawaiian / Pacific Islander	15	8	53.3%	2	13.3%
Caucasian (non–Hispanic)	920	680	73.9%	108	11.7%
Race Unknown	96	65	67.7%	15	15.6%
All Men	828	605	73.1%	104	12.6%
All Woman	425	305	71.8%	52	12.2%
Total (Does Not Include Gender Rows)	1,290	935	72.5%	159	12.3%

Source: Home Mortgage Disclosure Act Table 4–1 for Henderson, Nevada. Data provided by Reinvestment Partners.

For all of 2012 and 2011, Boulder City only had 11 applications that were not considered of Caucasian race. For that reason, there will be no analysis based on issue and denial rates. It is an interesting statistic on its own however, that much like the Conventional Loans, there are not many applications for home loans under either category for anyone other than Caucasians. This may be due to many factors including Boulder City's history, its remote location, and its current racial and economic makeup.

Table 78 Boulder City: Results of Applications for FHA, FSA/RHS, and VA Home Mortgages Home Mortgages, 2011–2012					
Reporting Year: 2012					
Race/Ethnicity	Total Applications	Number Issued	Percent Issued	Number Denied	Percent Denied
Hispanic of Any Race	2	2	100.0%	0	0.0%
American Indian or Alaskan Eskimo	0	0	0.0%	0	0.0%
Asian	0	0	0.0%	0	0.0%
African American	0	0	0.0%	0	0.0%
Native Hawaiian / Pacific Islander	0	0	0.0%	0	0.0%
Caucasian (non–Hispanic)	59	39	66.1%	10	16.9%
Race Unknown	3	3	100.0%	0	0.0%
All Men	48	34	70.8%	7	14.6%
All Women	13	8	61.5%	3	23.1%
Total (Does Not Include Gender Rows)	64	44	68.8%	10	15.6%
Reporting Year: 2011					
Race/Ethnicity	Total Applications	Number Issued	Percent Issued	Number Denied	Percent Denied
Hispanic of Any Race	0	0	0.0%	0	0.0%
American Indian or Alaskan	1	1	100.0%	0	0.0%

Asian	0	0	0.0%	0	0.0%
Black or African American	0	0	0.0%	0	0.0%
Native Hawaiian / Pacific Islander	0	0	0.0%	0	0.0%
Caucasian (non–Hispanic)	50	41	82.0%	2	4.0%
Race Unknown	5	2	40.0%	1	20.0%
All Men	33	29	87.9%	2	6.1%
All Woman	16	12	75.0%	1	6.3%
Total (Does Not Include Gender Rows)	56	44	78.6%	3	5.4%

Source: Home Mortgage Disclosure Act Table 4–1 for Boulder City, Nevada. Data provided by Reinvestment Partners.

Incidents of Reported Hate Crimes

Table 79, below, shows the number of reported hate crimes that occurred in Las Vegas and Clark County for the years 2010 – 2012. The largest number of those occurred against African Americans, people of Jewish religion, sexual orientation issues, and people with Hispanic ancestry.

Table 79 Las Vegas and Unincorporated Clark County Reported Hate Crimes: 2010–2012

Year	Number of Incidents Per Bias Motive and Nature of Victim			
	Race	Religion	Sexual Orientation	Ethnicity / National Origin
2012	Black 25 Caucasian 5 Asian 1 Multiple Races 1	Jewish 11 Muslim 1	22	Hispanic 16 Multiple Ethnicities
2011	Black 23 Caucasian 3 Asian 2 Multiple Races 1	Jewish 6 Multiple Religions 2 Other 1	10	Hispanic 4 Multiple Ethnicities 1
2010	Black 18 Caucasian 1	Jewish 12 Muslim 2 Multiple Religions 1 Other 1	13	Hispanic 8

The Las Vegas Metropolitan Police Department serves both the City of Las Vegas and unincorporated Clark County. Hate crimes are reported for the entire jurisdiction and cannot be divided into those that took place in Las Vegas and those that occurred outside the city. Details on each hate crime are available from Southern Nevada Strong in the PDF file "Hate Crimes in Nevada 2010-2012.pdf."
Source: Nevada Department of Public Safety, *Crime and Justice in Nevada*, 2010, 2011, and 2012 editions. Available online at http://www.nvrepository.state.nv.us/ucr_nav.shtml.

Tables 80 and 81, below, show the numbers of reported hate crimes that occurred in North Las Vegas and Henderson during the same time period. There were very few incidents that were reported in either jurisdiction. Additionally, Boulder City data was collected; however, there were no reports of hate crimes during 2010 – 2012.

Table 80 North Las Vegas Reported Hate Crimes: 2010–2012

Year	Number of Incidents Per Bias Motive and Nature of Victim			
	Race	Religion	Sexual Orientation	Ethnicity / National Origin
2012	Black 4 Multiple Races 1	Jewish 1	2	Hispanic 4
2011	0	0	0	0
2010	0	Other 1	1	Hispanic 1

Details on each hate crime are available from Southern Nevada Strong in the PDF file "Hate Crimes in Nevada 2010-2012.pdf."
Source: Nevada Department of Public Safety, *Crime and Justice in Nevada*, 2010, 2011, and 2012 editions. Available online at http://www.nvrepository.state.nv.us/ucr_nav.shtml.

Table 81 Henderson Reported Hate Crimes: 2010–2012

Year	Number of Incidents Per Bias Motive and Nature of Victim			
	Race	Religion	Sexual Orientation	Ethnicity / National Origin
2012	Black 3 Caucasian 1	0	0	0
2011	Black 2	0	1	0
2010	Caucasian 1	Jewish 1 Other Religion (not specified) 2	1	Hispanic 1

Details on each hate crime are available from Southern Nevada Strong in the PDF file "Hate Crimes in Nevada 2010-2012.pdf."
Source: Nevada Department of Public Safety, *Crime and Justice in Nevada*, 2010, 2011, and 2012 editions. Available online at http://www.nvrepository.state.nv.us/ucr_nav.shtml.

Table 82 Hate crimes by jurisdiction, 2013

	Number of incidents per bias motivation							
Agency name	Race	Religion	Sexual orientation	Ethnicity	Disability	Gender	Gender Identity	Population
Houston	4	0	5	4	0	0	0	2,180,606
Phoenix	40	12	14	14	1	0	0	1,502,139
San Diego	18	12	12	1	0	0	0	1,349,306
Henderson	1	0	0	0	0	0	0	268,237
LVMPD	27	9	23	6	0	0	0	1,500,455
North Las Vegas	0	0	1	1	0	0	0	225,632
Southern Nevada	28	9	24	7	0	0	0	1,994,324

Source: Federal Bureau of Investigation's 2013 Hate Crime Statistics by jurisdiction. Available online at http://www.fbi.gov/about-us/cjis/ucr/hate_crime/2013/tables/13tabledatadecpdf/table_13_hate_crime_incidents_per_bias_motivation_and_quarter_by_state_and_agency_2013.xls/view.

Table 82 provides a comparison for hate crimes reported in Southern Nevada compared with Houston, Phoenix and San Diego. These cities were used for comparison because of their similar population numbers, similar demographics and shared western location. Southern Nevada seems to fall in the middle with regards to numbers of incidents of race, religion and ethnicity. The sexual orientation incidents are higher for Southern Nevada than the other areas which might be somewhat caused by the large entertainment industry on the Las Vegas Strip.

Community Support for Affordable Housing

Public participation provided the foundation for the Southern Nevada Strong (SNS) Regional Policy Plan. Outreach efforts for the Policy Plan touched over 70,000 Southern Nevadans and included large public events, stakeholder interviews, focus groups, telephone town halls and multiple surveys conducted on multiple platforms (online, in person, telephone, and self-service kiosks). A general theme heard throughout the public feedback was support for the development types needed to better integrate housing, transportation and jobs and still be affordable to all Southern Nevadans. There is no doubt that every jurisdiction in Southern Nevada has experienced local community opposition to a specific affordable housing project in the past. However, when asked to think about the needs of their community, Southern Nevadans voiced support for more affordable and diverse housing options for low and middle income families, people with disabilities and seniors.

The private homebuilders were active stakeholders in the SNS planning process. The Southern Nevada Home Builders Association (SNHBA) voiced a commitment to pursuing reasonable and market-driven strategies to achieve the vision of the SNS plan, including building inclusive communities with access to housing, healthcare and vital services. However, SNHBA identified extra costs derived from neighborhood opposition (additional meetings, notices and plan revisions) that can provide barriers to building affordable, mixed income housing. They also identified rising insurance costs and lawsuits associated with Nevada's construction defect laws as a barrier to the development of single-family homes, townhomes and condominiums.

7. PUBLIC SECTOR COMPLIANCE ISSUES

Land-Use Controls of Housing for People with Disabilities

All of the jurisdictions studied in this Regional Analysis of Impediments except Boulder City have a slightly smaller percentage of people with disabilities than the nation as a whole, as Table 83 indicates. Taking into account margins of error, the percentage of people with disabilities among the different demographic groups are fairly similar to national figures. Overall, Clark County jurisdictions have a smaller proportion of elderly residents than the nation as a whole and a smaller percentage of elderly who have difficulty living independently.

Nearly 199,000 non-institutionalized Clark County residents have a disability, with 65,364 in Las Vegas, 25,621 in Henderson, 17,948 in North Las Vegas, and 2,187 in Boulder City. The percentage of residents whose disability makes living independently difficult hovers around 3 percent in each Clark County jurisdiction. However, the percentage leaps to 12.5 to 14.8 percent among people 65 years and older.[58] Given the aging Baby Boomer population throughout the nation and Clark County, it is extremely likely that the actual number of older people in every Clark County jurisdiction who will have difficulty living independently will continue to grow and create a need for more supportive living arrangements including community residences for the frail elderly.

All people with disabilities are protected from housing discrimination under both federal and Nevada law. Discrimination on the basis of disability is the most common basis of fair housing complaints filed across the nation as well as in every Clark County jurisdiction. The disabilities of the vast majority of Clark County residents are not so severe that they are unable to live with family or on their own, with or without supportive services. For many others with more severe disabilities, the family–like, supportive living arrangement of a community residence is the only way they can live in the community that is not a more restrictive and often inappropriate institutional setting.

Table 83 Disabilities by Clark County Jurisdiction and Nationally: 2008–2012

Disabilities by Clark County Jurisdiction and Nationally: 2008–2012						
Population Group	Percentage of Population With a Disability					
	Clark County	Las Vegas	Henderson	North Las Vegas	Boulder City	United States
Total civilian noninstitutionalized population	10.3%	11.3%	10.0%	8.5%	14.3%	12.0%
Difficulty living independently: All Ages	3.0%	2.9%	3.4%	2.9%	3.0%	2.6%
Difficulty living independently: 18 to 64 years old	3.0%	3.5%	2.4%	3.0%	1.9%	3.5%
Difficulty living independently: 65 years and older	14.3%	14.6%	12.6%	12.5%	14.8%	16.4%
Under 5 years old	0.8%	0.4%	1.3%	0.3%	—	0.7%
5 to 17 years old	4.2%	4.6%	3.4%	4.4%	3.5%	0.9%
18 to 64 years old	8.8%	9.8%	7.5%	8.3%	8.4%	10.1%
65 years and older	34.3%	35.2%	31.4%	34.3%	35.7%	37.4%
African American	11.4%	13.8%	8.9%	11.4%	—	13.7%
American Indian and Alaska Native	16.7%	14.2%	—	14.2%	17.7%	16.3%
Asian	7.0%	8.4%	6.2%	7.4%	13.5%	6.6%
Caucasian (not Hispanic)	13.1%	14.0%	11.1%	11.8%	15.0%	12.9%
Native Hawaiian and Other Pacific Islander	8.4%	11.1%	13.9%	—	—	9.7%
Some other race	7.0%	8.0%	6.9%	4.6%	—	7.8%
Two or more races	8.5%	9.8%	6.3%	6.6%	3.5%	11.3%
Hispanic of any race	6.5%	7.1%	7.1%	4.9%	6.6%	8.3%

— = Sample is too small to be reliable. Percentages for the State of Nevada not included because they are virtually identical to those for Clark County.
Sources: Table S1810: Disability Characteristics, *2012 American Community Survey 5–Year Estimate;* United States: *2009 American Community Survey 1–Year Estimate.*

[58] *2012 American Community Survey 5–Year Estimate,* Table S1810: Disability Characteristics.

Community residences for people with disabilities

Twenty–six years ago the Fair Housing Amendments Act of 1988 (FHAA) added people with disabilities to the classes protected by the nation's Fair Housing Act (FHA). The amendments recognized that many people with disabilities need a community residence (group home, halfway house, recovery community) in order to live in the community in a family–like environment rather than being forced into an inappropriate institution. The FHAA's legislative history stated that:

The Act is intended to prohibit the application of special requirements through land–use regulations, restrictive covenants, and conditional or special use permits that have the effect of limiting the ability of such individuals to live in the residence of their choice with in the community.[59]

While some suggest the FHAA prohibits all zoning regulation of community residences, the FHAA's legislative history suggests otherwise:

> Another method of making housing unavailable has been the application or enforcement of otherwise neutral rules and regulations on health, safety, and land–use in a manner which discriminates against people with disabilities. Such discrimination often results from false or over–protective assumptions about the needs of handicapped people, as well as unfounded fears of difficulties about the problems that their tenancies may pose. These and similar practices would be prohibited.[60]

Many states, counties, and cities across the nation continue to base their zoning regulations for community residences on these "unfounded fears." The 1988 amendments require all levels of government to make a *reasonable accommodation* in their zoning rules and regulations to enable community residences for people with disabilities to locate in the same residential districts as any other residential use.[61]

It is well settled that a community residence is a residential land use, not a business or commercial land use. The Fair Housing Amendments Act of 1988 specifically invalidates restrictive covenants that would exclude community residences from residential areas. The Fair Housing Act renders these covenants unenforceable against community residences for people with disabilities.[62]

Typically, a county's or city's zoning ordinance places a cap on the maximum number of unrelated people allowed to live together in a single dwelling unit.[63] If a proposed community residence complies with the cap in a zoning code's definition of "family," any community residence that abides with that cap must be allowed as of right as a permitted use.[64] The courts have made it abundantly clear that imposing any additional zoning requirements on a community residence that complies with the cap in the definition of "family" would clearly constitute illegal discrimination under the Fair Housing Act.

When a definition of "family" places no limit on the number of unrelated individuals who can dwell together, then *all* community residences must be allowed as of right in *all* residential districts.[65] No additional regulations can be imposed under these circumstances.

When a proposed community residence would house more unrelated people than the definition of "family" allows, jurisdictions must make the "reasonable accommodation" that the Fair

Housing Act requires to allow such community residences for people with disabilities to locate in residential districts.[66] However, different types of community residences have dissimilar characteristics that warrant varying zoning treatment depending on the type of tenancy.

Community residences that offer a relatively permanent living arrangement in which there is no limit to how long somebody can live there (group homes and recovery communities) should be permitted uses allowed as of right in all residential districts. The debate in legal circles on whether a rationally–based spacing distance or a license is considered legal is still active.

On the other hand, community residences such as a halfway house that sets a limit on length of residency are more akin to multifamily housing and may be subject to a special use permit in single–family districts, although this too is subject to debate in legal circles. There is little doubt that they should be allowed as of right in multifamily districts although there is debate over whether a spacing distance from other community residences or a license can be required.

While a jurisdiction can certainly exclude transitional homes for people *without* disabilities from the residential districts of its choosing, the Fair Housing Act prohibits this kind of zoning treatment for halfway houses and recovery communities that house people with disabilities.[67] The key distinction between halfway houses and recovery communities is that tenancy in the former is temporary. Halfway houses impose a limit on how long residents can live there. Tenancy is measured in months.

Alternatively, residency in a recovery community is relatively permanent, like a group home. There is no limit to how long a recovering alcoholic or drug addict who is not currently using illegal substances can live there. Tenancy is measured in years just as it is for conventional rental and ownership housing. Consequently, it is rational for zoning to treat recovery communities like group homes which also offer relatively permanent living arrangements and to treat halfway houses more like multifamily rental housing. Halfway houses should be allowed as of right in multi-family districts. In single-family districts, the heightened scrutiny of a special use permit is warranted for a halfway house.

These principles do not apply to community residences for people *without* disabilities or to people with disabilities "whose tenancy would pose a direct threat to the health or safety of other individuals.... there must be objective evidence from the person's prior behavior that the person has committed overt acts which caused harm or which directly threatened harm."[68]

In 2013, the State of Nevada repealed its statutory provisions regarding community residences for people with disabilities.[69] Any local zoning provisions that rely on the state statutes to define a type of community residence no longer have a reference point.

The following review of each jurisdiction's zoning treatment of community residences begins with its zoning definition of "family" or "household."

Clark County

Clark County substantially revised its land–use regulations for community residences in 2006.[70] The zoning regulations were subsequently tweaked in the 2008 settlement of the *Nevada Fair Housing Center, Inc. v. Clark County* lawsuit.[71]

Before explaining the zoning treatment of community residences in Clark County, it is important to note that the county defines "conditional uses" and "special uses" differently. Usually these terms are interchangeable. Under Clark County's *Unified Development Code,* a conditional use is a land use that is permitted as of right as long as specified conditions are met. The jurisdiction's professional staff administratively reviews a proposed conditional use. A public hearing is not required.

A special use, however, is a land use allowed in a zoning district subject to the heightened scrutiny of a public hearing and vote by the local zoning board of appeals or planning commission. The recommendation of the zoning board or planning commission goes to the local governing body — city council, county commission — for a final vote. The burden is on the applicant to show that their proposal complies with the zoning ordinance's standards for issuing the special use permit.

Clark County's definition of "family" caps the number of unrelated people allowed to live together as a single housekeeping unit at four. Any community residence that houses four or fewer people is allowed as of right under this definition.[72]

Clark County's zoning makes the requisite reasonable accommodation for community residences for people with disabilities that house more than four people by allowing them as *conditional uses* in all residential zoning districts. The definition of "community residence" clearly states that a "community residence shall be considered a residential use of property for purposes of all zoning and building codes." The definition of "dwelling" specifically includes "community residences."

The county's definition of "community residence" limits their size to no more than ten residents in accord with limitations in the state statutes that govern different types of community residences. While this limitation may make sense for those community residences established under a state license that limits them to ten residents, it is probably not legally justifiable when applied to community residences not subject to state licensing. Some community residences such as the Oxford House recovery communities that need to house eight to twelve residents for both therapeutic and financial reasons are *not* subject to state licensing. A proposed Oxford House for more than ten residents would not be allowed as a conditional use like smaller community residences would be. No legal basis exists for this differential treatment. The number of residents permitted in a community residence should be determined by the county's building code just like it is for other residential uses.

For community residences allowed as of right, Clark County imposes a rationally–based spacing distance to prevent the clustering and segregation that interferes with the fundamental purposes of community residences: normalization and community integration. To be allowed as of right, a community residence must be at least 660 feet from an existing community residence as "measured door–to–door along the nearest pedestrian or vehicular route, whichever is shorter." This distance is reduced to 100 feet door–to–door when there is a street, freeway, or

drainage channel at least 100 feet wide between the proposed community residence and an existing one. The spacing distance is waived for community residences such as those for victims of domestic abuse that need to keep their location confidential to function successfully.

A community residence proposed to be located within the spacing distances requires the heightened scrutiny of a special use permit to determine:

- Whether the building in which the community residence would be located is consistent with the scale and architectural character of the neighborhood
- Whether the proposed community residence in combination with any existing community residences "would alter the residential character of the neighborhood by creating an institutional atmosphere due to the concentration of community residences on a block or adjoining blocks"
- Whether the proposed community residence complies "with all public health and safety requirements including building and fire code requirements for the dwelling type in question"
- Whether the proposed community residence has obtained any license or certification required by the State of Nevada
- Whether a "transitional community residence" for people in recovery from alcohol or drug addiction requires residents to participate in a rehabilitation program like Alcoholics Anonymous and prohibits drug and alcohol use by residents
- Whether the community residence is allowed in a mixed use development in a C–1 or C–2 district.
- Whether the community residence prohibits occupancy by people "whose tenancy would constitute a direct threat to the health and safety of other individuals or whose tenancy would result in substantial physical damage to the property of others."

The county's zoning also states:

> If a special use permit application is submitted, the Approval Authority shall not deny a special use permit on any basis that discriminates against people with disabilities. If it deems it appropriate, the Approval Authority may continue the hearing to another date in order for Staff to consult with, or to obtain an opinion from, a person or entity with expertise in fair housing law regarding whether an approval or denial of the application is justified under State and Federal law. Except for a Community Residence, no more than four unrelated individuals may reside together in a dwelling unit.

Since adoption of these revisions in 2006 and 2008, Clark County has not denied a proposed community residence.

Las Vegas

In Las Vegas, the city's *Unified Development Code* defines "family" as:

> With respect to the occupancy of a dwelling unit:
>
> > One or more individuals related by blood, marriage, adoption, guardianship or legal custody; or
> >
> > No more than four unrelated individuals living together as a single housekeeping unit.[73]

Consequently, the city allows all community residences housing four or fewer people as a permitted use in all residential districts like any other family. The city correctly does *not* include these when calculating spacing distances between a proposed community residence and existing community residences.[74]

The code defines "community residence" as:

A residential family–like living arrangement for five to ten unrelated individuals with disabilities who are in need of the mutual support furnished by other residents, as well as the support services, if any, provided by the operator of the Community Residence. Residents may be self-governing or supervised by a sponsoring entity or its staff which furnishes habilitative or rehabilitative services related to the needs of the residents. Interrelationships among residents are an essential component of a Community Residence. A Community Residence shall be considered a residential use of property for purposes of all zoning and building codes. However, the Fire Marshal, pursuant to and consistent with the City's Fire Code, may require enhanced fire protection, including the installation of fire sprinklers and other mitigating measures, where one or more residents has a lessened ability to ambulate adequately. The use includes a Family Community Residence and a Transitional Community Residence, but does not include any of the following:[75]

The city correctly excludes 14 uses that certainly are not community residences (senior citizen apartments, nursing homes, boarding houses, detoxification centers, etc.).

The code divides community residences into two subcategories:

> **Family Community Residence:** A Community Residence other than a Transitional Community Residence.
>
> **Transitional Community Residence:** A Community Residence that provides housing and a living environment for recovering alcohol and drug abusers and is operated to facilitate their reintegration into the community, but does not provide any treatment for alcohol or drug abuse.[76]

However, both types of community residences are allowed as a "conditional use" in all residential districts as well as the C–1, C–2, and C–PB commercial districts. The city also has a number of special or overlay districts in which community residences are treated the same as they are in the residential zoning districts.[77]

In Las Vegas, a "conditional use" is a land use that is approved administratively if the specified minimum conditions are met. Among the conditions required for both types of community residences are:

> The proposed community residence must be at least 660 feet from any existing community residence measured from property line to property line.
>
> However there are two exceptions to this standard:
>
> "When there is a street, freeway or drainage channel at least 100 feet wide between the proposed Community Residence and an existing Community Residence, the minimum separation requirement is reduced to 100 feet from property line to property line."
>
> "When the population of proposed Community Residence is of such a nature that its location must be kept confidential for it to function successfully, such as a Community Residence for victims of domestic abuse, the minimum separation requirements set forth in Regulations 1 and 2 above shall not apply."[78]

Both of these exceptions strongly suggest that the City of Las Vegas understands the rationale for community residences including those for victims of domestic abuse. The city — and Clark County — should be commended for including these exceptions.

The first exception allows these homes to be located as little as 100 feet apart when separated by a barrier that effectively discourages interaction between the residents of the two community residences, thus encouraging integration into the larger community and normalization via greater social contact with conventional neighbors who are supposed to serve as role models for the occupants of the community residences. These exceptions help advance these purposes of a community residence which are among the key reasons they need to locate in residential districts to begin with.

The second exception advances the absolutely critical need to keep the location of community residences for people victims of domestic abuse strictly confidential so that the perpetrators of the abuse cannot locate their victims again. Las Vegas and Clark County are two of the few jurisdictions in the nation with this extremely prudent and rational provision

In addition to these exceptions, the operator of a proposed community residence that would be located less than 660 feet from an existing community residence can seek a special use permit as a reasonable accommodation. The ordinance provides that the special use permit application *must be approved* unless one or more of these three standards is not met:

- The building to be occupied as a Community Residence would be established or modified in a manner that would make it inconsistent with the scale and architectural character of the neighborhood;
- The proposed Community Residence, together with existing Community Residences, would alter the residential character of the neighborhood by creating an institutional atmosphere due to the concentration of the Community Residences on a block or adjoining blocks; or

- The application or Community Residence does not or would not comply with Regulations 5 through 10 above.[79]

The second and third requirements are reasonable and pose no barriers to fair housing choice. However, the first standard addressing architecture *may* be of questionable legality. In our experience it arises out of a concern that the operator would establish an institutional or commercial appearance to the community residence. There certainly would be no housing discrimination against people with disabilities if the city's zoning requires *all* residences to be "consistent with the scale and architectural character of the neighborhood." But Las Vegas mandates this requirement *only* for community residences.

City staff reports that the city imposed this requirement because community residences with a physical commercial or institutional character compromise the integration of occupants into the community.[80] However, there could be a housing discrimination issue because *this requirement is imposed only on community residences but not on any other residential use.* It might be possible to justify this requirement if the city can document that a significant number of community residences have been opened in Nevada with an institutional or commercial appearance.

Legitimate community residence operators understand that it is essential that a community residence blend into the neighborhood and look like other homes on the block. It is *unlikely* that this questionable requirement can be justified.

Regulations five through ten are the other conditions that must be met for a community residence to be established:

- Condition five is redundant because it requires compliance with all public health and safety requirements including all building and fire codes for the type of dwelling (single–family detached, duplex, triplex, townhouse, etc.) that houses the community residence. There is no need for this provision except to reassure neighbors.

- Condition six requires that any license or certification required by federal or state law be in place before the community residence begins operations. This provision still allows Oxford Houses as a conditional use since no federal or state law requires them to be licensed or certified.

- Condition seven requires that a community residence in the commercial O, C–1, and C–2 zoning districts must be part of a mixed–use development. This provision makes good sense because it assures that the community residence will be in a development that includes residential uses rather than inappropriately isolated in a commercial development.

- Condition eight helps assure that transitional community residences are genuine by mandating that the operator require residents to participate in an offsite support program such as Alcoholics Anonymous and that the operator prohibit residents from using alcohol and illegal drugs. It requires the operator, "upon request and with reasonable notice," to "produce satisfactory evidence" to

- the city that residents are in compliance. Our experience has found that there are charlatans operating so–called transitional community residences. This provision reduces the chance the charlatans can slip by.

- Condition nine excludes individuals from community residences "whose tenancy would constitute a direct threat to the health and safety of individuals or would result in substantial physical damage to the property of others." However, actual evidence of this threat is required. Simply being sentenced or referred to a transitional community residence does not constitute evidence. This condition takes into account the exception for dangerous persons that the Fair Housing Act carves out. *However, there is no rational reason why it should not apply to all community residences rather than just transitional community residences.*

- The tenth condition requires that the community residence be "consistent with the scale and architectural character of the neighborhood." The concerns expressed above about the same requirement for a special use permit apply to this condition.

  The ordinance makes another reasonable accommodation by allowing up to two staff to live in the community residence without being counted toward the ten–resident limit. Any additional live–in staff, count toward the ten–resident limit.

Overall, Las Vegas' zoning provisions for community residences for people with disabilities are most "reasonably accommodating." While they do not appear to impose any barriers to fair housing choice, the city should fine tune it zoning provisions to mitigate their few weaknesses:

SUGGESTIONS TO FURTHER FAIR HOUSING:

- *Las Vegas should amend its Unified Development Code to either eliminate the condition imposed solely on community residences for consistency with the scale and architectural character of the neighborhood or require the consistency for all residences in residential zoning districts. As discussed above, applying this mandate just to community residences could violate the Fair Housing Act.*
- *Las Vegas should remove from its Unified Development Code condition five that requires community residences to comply with all public health and safety requirements including all building and fire codes for the type of dwelling. As noted above, this requirement is redundant since all structures must comply with these codes. Singling out community residences like this is not justifiable.*
- *Las Vegas should amend its Unified Development Code to make it clear that transitional community residences are not limited to people in recovery from drug or alcohol addiction. While the city's staff reports that in practice, transitional community residences can house people with mental illness, the ordinance should reflect this practice. In addition, condition eight should be amended to make it clear that transitional community residences for people with mental illness, but not in recovery from drug or alcohol addiction, do not have to enroll their residents in drug or alcohol addiction programs.*

In 2010, the city received just two proposals to establish a community residence through the administrative conditional use process. The next year there were 19 proposals; 31 in 2012; and 44 in 2013. During this same period, just four applications were submitted for a special use permit to establish a community residence within the spacing distance of an existing community residence. One was approved; two were denied; and the applicant withdrew the fourth.

Henderson

Henderson's zoning code allows up to six unrelated people to constitute a "family unit:"

> A family unit is defined as a person living alone or any of the following groups living together as a stable single housekeeping unit and sharing common living, sleeping, cooking, and eating facilities:
>
> - any number of related people and no more than two unrelated persons;
> - six unrelated people; or
> - two unrelated people and any minor children related to either of them.
>
> A family unit does not include any society, club, fraternity, sorority, lodge, organization, or group where people come and go on a transient basis or where the relationship is merely based on a commercial basis; rather, the composition of a family unit must be sufficiently stable and permanent and of a demonstrable bond characteristic of a cohesive family unit. The size of a family unit is subject to the maximum dwelling unit occupancy set forth in Section 19.5.3.A.1. For purposes of this section, "related" means by blood, marriage, adoption, guardianship, or other duly and legally authorized custodial relationship.[81]

As discussed below, the city's interpretation of this definition of "family unit" as practiced, appears to exclude community residences for people with disabilities from its definition of family, a practice that is not in accord with the majority opinion of the nation's judicial interpretation of the Fair Housing Act. As noted earlier, except for small halfway houses, community residences for people with disabilities constitute a relatively permanent living arrangement that emulates a family — and such residences appear to fit within the city's definition of "family unit" in terms of stability, permanency, and "a demonstrable bond characteristic of a cohesive family unit."

Consequently, any community residence for six or fewer people with disabilities — including recovery communities — should be allowed as of right in zoning districts where residential uses are allowed. But in no case does the city allow any type of community residence for six or fewer people with disabilities as a permitted use in any residential district even though the city's definition of "family unit" allows up to six unrelated individuals to live together as a single housekeeping unit.

The city treats community residences for six or fewer people with disabilities as a business rather than as a "family unit"[82] ignoring the court's decision in *Nevada Fair Housing Center, Inc. v. Clark County*[83] and well–established fair housing law.

Community residences for people with disabilities that fall within the six person cap on unrelated individuals should, by law, be allowed as of right in all residential districts like any other family unit and should not be subject to any additional requirements like a spacing distance, licensing requirement, or parking requirements more demanding than imposed on other housing of the same type structure (single–family, multi–family, etc.). In addition, a spacing distance cannot be calculated from homes that fit within the definition of "family unit."[84] City staff report that the city based its zoning on state statutes.[85] Given that the state statute on which the zoning is said to be based required that community residences for up to ten individuals with disabilities be treated as a single–family residence, it is challenging to explain how the city's zoning provisions could be characterized as being based on state statutes. Henderson staff could not identify any studies on which the city based its zoning provisions for community residences for people with disabilities.[86]

Henderson's development code divides community residences for people with disabilities into several classifications:

- Residential facility for groups (§19.5.3.G.)
- Home for individual residential care (§19.5.3.E.)
- Halfway house for recovering alcohol and drug abusers (§19.5.3.D.)
- Group Living — Assisted (§19.5.4.L.3.)

Residential facility for groups

The city defines a "residential facility for groups" as: An establishment in a dwelling of residential character that furnishes food, shelter, assistance, and limited supervision to ten or fewer persons who are aged, infirmed, mentally retarded, or handicapped. This dwelling unit shall be considered a residential use of property for purposes of all zoning and building codes.[87]

The definition explicitly excludes five scenarios including "halfway houses for recovering alcohol and drug abusers" and any "facility funded by a division or program of the State Department of Human Services." The halfway houses are a different category in the zoning code — which makes sense since they are a temporary living arrangement, different than the relatively permanent living arrangement of a "residential facility for groups." It is unclear on what basis "facilities" funded by a state agency would be excluded given that it is axiomatic that zoning regulates the use of land, not its form of ownership, nor source of funding.

The city properly allows, subject to standards, residential facilities for groups in all residential and mixed use districts except the RMH and DP district from which they are excluded altogether. It imposes a 660 foot spacing distance from an existing residential facility for groups, halfway house for recovering alcohol and drug abusers, and homes for individual residential care where up to two "aged, infirmed, mentally retarded, or handicapped" unrelated individuals may live.[88]

As discussed earlier in this chapter, this spacing distance is an appropriate standard for allowing community residences for people with disabilities as a permitted use in residential districts. As discussed earlier in this chapter, it is almost certainly a violation of the Fair Housing Act to impose a spacing distance when a community residence — homes for individual residential care — fits within the cap on the number of unrelated persons that constitute a "family unit." This concern will be examined in more depth below in the analysis of the zoning provisions for homes for individual residential care.

The Henderson code properly provides for residential facilities for groups to locate within the 660 foot spacing distance through the heightened scrutiny of a conditional use permit. However, there appear to be no rational, nor legal justifications for several of the conditions. To receive a conditional use permit to locate within the 660 foot spacing distance, the ordinance requires that the proposed residential facility for groups be located on a parcel with a minimum lot size of 6,500 square feet and that there be at least 25 square feet of indoor common area per resident.[89] *Note that these standards apply to residential facilities for groups seeking to locate within 660 feet of an existing community residence, but not to those allowed as of right.* City staff reports that they "wanted to ensure they were located in a zoning district which could accommodate the use and a house that could provide adequate room for the number of people. This was also a number that other jurisdictions were using." City staff reports that the city was trying to be consistent. The 25 square foot requirement was adopted because it "ensures the home will be of adequate size for the residents."[90]

We can find no rational or legal justification for these conditional use standards in the case law, legislative history, or literature on zoning for community residences.

The ordinance allows the Planning Commission or City Council to grant a conditional use permit to allow a residential facility for groups to locate within the 660 foot spacing distance if an "adequate barrier" exists between the proposed home and other community residences for people with disabilities or a Facility for Transitional Living for Released Offenders.[91] An adequate barrier is defined as including, but not being limited to, such items as an improved drainage channel, freeway, constructed roadway with a minimum width of one hundred feet, or a topographical feature that prevents vehicular and pedestrian access."[92]

While the language, likely derived from Clark County's zoning provisions, focuses on barriers, other factors can also be considered. The ordinance properly establishes that the decision to grant a conditional use permit should focus on the impact of the proposed residential facility for groups on the residents of the existing community residence, including whether the proposed home would inhibit community integration.

The ordinance also imposes a condition that there "be no more than two live–in facility staff."[93] We can find no rational or legal justification for these conditional use standards in the case law, legislative history, or literature on zoning for community residences.

The ordinance also imposes a condition, which the city can waive, establishing occupancy standards for this use. This requirement clearly flies in the face of the U.S. Supreme Court's *Edmonds* decision where the high court ruled that occupancy standards must apply to *all* residential uses. Community residences for people with disabilities cannot be singled out for different occupancy standards than other residential uses.[94]

The only occupancy standard that should be applied to any type of community residence for people with disabilities is Henderson's zoning code's maximum dwelling unit occupancy standard:

> Occupancy by persons living as a single housekeeping unit in a dwelling unit shall be limited to the following: compliance with the definition for a "family unit"; and a dwelling unit with a minimum of 150 square feet of gross floor area for each of the first ten occupants and 300 square feet for each additional occupant, to a maximum of 20 occupants. In no case shall a dwelling unit be occupied by more than 20 persons or as limited by the "family unit" definition. A conditional use permit shall be required for occupancy of a dwelling unit by more than ten persons 18 years or older.[95]

As long as this maximum dwelling unit occupancy standard applies to *all* residential uses, it is permissible under the Fair Housing Act.[96] As long as the final sentence requiring a conditional use permit when more than ten adults 18 or older occupy a dwelling unit applies to all residences, including single–family homes occupied by a biological family, it is an occupancy standard that passes mustard under the U.S. Supreme Court's *Edmonds* decision. But if it does not, then it likely runs counter to the nation's Fair Housing Act.

The last set of conditions allow off–street parking requirements to be waived to be based on the number of residents capable of operating a motor vehicle and the number of vehicles staff members are expected to operate.[97] This provision represents the sort of "reasonable accommodation" in land–use regulations that the Fair Housing Act envisions and ought to be applied to all types of community residences for people with disabilities in Henderson, including those allowed as of right when complying with code standards. It should replace the off–street parking requirement of at least one space per five residents.[98]

It is unclear what justifications there are for the ordinance to impose many of these standards to receive a conditional use permit — standards that do not apply to residential facilities for groups located more than 660 feet from an existing community residence.

Home for individual residential care (§19.5.3.E.)

Homes for individual residential care are allowed as of right subject to a 660 foot spacing requirement in all residential and downtown residential districts except the RMH and DP districts as well as the three mixed–use districts.

Henderson's ordinance defines them as:

> A dwelling unit of a residential character in which a natural person furnishes food, shelter, assistance, and limited supervision, for compensation, to not more than two persons who are aged, infirmed, mentally retarded, or handicapped, unless the persons receiving those services are related within the third degree of consanguinity or affinity to the person providing the services. This dwelling unit shall be considered a residential use of property for purposes of all zoning and building codes.[99]

The definition places a limit of two disabled individuals not "related within the third degree of consanguinity or affinity to the person providing the services." As long as no more than six unrelated people occupy the dwelling unit, this use must be treated the same as any other family unit as explained earlier. Consequently, the city cannot impose a spacing distance between homes for individual residential care and any other community residence and cannot require a conditional use permit. In addition parking requirements for the type of residential structure must apply. Because the zoning code must treat this use the same as any other "family unit," there is no need to analyze the conditions to receive a conditional use permit when such homes are proposed to be located within the invalid spacing distance.

Halfway house for recovering alcohol and drug abusers

"Halfway houses for recovery alcohol and drug abusers" are allowed as of right subject to a 660 foot spacing requirement in all residential and downtown residential districts except the RMH and DP districts as well as the three mixed–use districts.

The Henderson zoning defines them as:

> A dwelling unit of a residential character that provides housing and a living environment for up to six recovering alcohol and drug abusers and is operated to facilitate their reintegration into the community, but does not provide treatment for alcohol or drug abuse. The term does not include a facility for the treatment of abuse of alcohol or drugs as defined in NRS 449.00455. The term does not include a facility for transitional living for released offenders. This dwelling unit shall be considered a residential use of property for purposes of all zoning and building codes.[100]

The definition properly excludes treatment centers because they are not a residential use and facilities for transitional living for released offenders, a class that the Fair Housing Act does not cover.

Before analyzing Henderson's provisions, it is important to note that community residences for people in recovery from drug and/or alcohol addiction or abuse fall into two distinct categories:

- Halfway houses with a limit length of residency
- Recovery communities with no limit on length of residency.

Halfway houses establish a time limit on how long somebody can live there, usually 30, 60, 90, or 180 days. Their concept is to be temporary living arrangement for people in recovery between an institution or detox program and a less restrictive and more permanent setting such as a recovery community or independent living. Consequently, halfway houses constitute a temporary living arrangement and lack the stability of a cohesive family unit, and fall outside Henderson's definition of "family unit."

There are halfway houses that serve people with other types of disabilities besides those in recovery from drug or alcohol addiction. They are part of the continuum of housing options for people with mental illness as well as people with physical injuries such as brain damage. City staff report that they would treat a halfway house for people with these other disabilities as either an individual residence or residential facility for groups — neither of which would be appropriate. The ordinance needs to be amended to explicitly provide halfway houses for people with disabilities other than drug or alcohol abuse.[101]

Unlike halfway houses, recovery communities impose no limit on length of residency. Many people in the industry refer to them as "three–quarter houses" to reflect their place in the housing continuum between halfway houses and fully independent living. They constitute a relatively permanent living arrangement where, as the case law notes, residents can live for years. Consequently, recovery communities constitute the sort of permanent and stable living arrangement that emulates a cohesive family unit, and falls within Henderson's definition of "family unit."

Henderson's zoning code needs to distinguish between halfway houses and recovery communities. By limiting the number of residents in a halfway house to six, the ordinance's definition fails to make the reasonable accommodation required under the Fair Housing Act. Six residents is the same number of unrelated individuals that constitute a "family unit" — and because of this, the city's provisions for halfway houses run counter to the Fair Housing Act as explained earlier in this document.

Complicating the picture is fact that halfway houses and recovery communities need to house eight to twelve individuals for both therapeutic and financial reasons.[102] Consequently, Henderson needs to change the number of people who can occupy a halfway house, as well as the definitions of the different types of community residences to include people with mental illness or physical disabilities such as brain damage.

If a halfway house is proposed to be located within the 660 foot spacing distance from another halfway house for recovering alcohol and drug abusers, a residential facility for groups, or a home for individual residential care, Henderson's ordinance allows the operator to seek a conditional use permit. If the proposed halfway house is actually a recovery community for no more than six individuals, then the city cannot impose a spacing distance or any other zoning requirement that is not applicable to all family units. See the analysis above of homes for individual residential care.

However, if the halfway house has a limit on length of tenancy, then it is actually a halfway house. Since it does not offer the permanency or stability of a family unit, the conditions can be applied. However, once again there does not appear to be any rational basis for some of the conditions including the 6,500 minimum lot size, minimum requirement of 25 square feet of common space per resident, and the requirement that the halfway house "must be located on a parcel that is within 1,500 feet of an existing bus stop served by a regional bus system."[103] City staff report that the bus stop requirement was established on the belief that most halfway house residents "do not have vehicles, or may not have vehicles, we want the facility to have easy access to public transit." We have not seen any data in the literature about halfway houses — or recovery communities that suggests that most of their residents do not have a motor vehicle.

Henderson uses some of the same improper criteria to waive the spacing distance between halfway houses as it does for "residential facilities for groups" such as the limit of two live–in staff and the bedroom occupancy limits. To receive a conditional use permit, a halfway house must provide at least one off–street space for every two residents. It is difficult to fathom the basis for this requirement given the staff's explanation of the requirement to locate halfway houses within 1,500 feet of a regional bus stop.

It is unclear what justifications there may be for the ordinance to impose many of these standards to receive a conditional use permit — standards that do *not* apply to halfway houses more than 660 feet from an existing community residence.

Group Living — Assisted (§19.5.4.L.3.)

Henderson's zoning categorizes "group living – assisted" as a public/institutional use rather than a residential use. This use is allowed only as a conditional use in the ten residential districts, two of the five downtown residential districts, the CN commercial district, and in the PS district, and as a permitted use subject to standards in the three mixed–use zones.

The code defines this use as:

> A residential care facility with private or shared sleeping rooms designed primarily for seven or more occupants with no serious health problems, but who may have chronic or debilitating conditions requiring assistance with daily activities. Permitted services include, but are not limited to, staff-supervised meals, housekeeping, personal care, medication supervision, and social activities.[104]

As best we can determine from conversations with city staff, this definition refers to nursing home type institutional facilities, not residential homes. Yet one of the standards states that this use shall be considered a residential use for the purpose of compliance with open space standards.

It would be prudent for the city to refine the definition of "group living – assisted" to be more explicit as to its nature.[105]

SUGGESTION FOR FURTHERING FAIR HOUSING:

- *There are a number of typographical errors in the city's Development Code's "Summary Table of Allowable Uses." The table shows that residential facilities for groups and halfway houses for recovering alcohol and drug abusers both need a conditional use permit to locate in residential districts.[106] But the text of the code makes them both "permitted subject to standards."[107] The table shows homes for individual residential care as permitted uses in single–family, downtown residential, and mixed use districts and as allowed subject to standards in multiple–family districts. But the text states that they are allowed as of right subject to standards in all of these districts.[108] The city can easily correct these typographical errors.*

- *Our correspondence and interviews with Henderson staff make it clear that the city likely had only the best intentions when drafting its zoning provisions for community residences for people with disabilities. However, the zoning provisions and practices for*

community residences for people with disabilities, needs to be brought into compliance with the Fair Housing Act. The City should research and make necessary changes to its code for community residences for people with disabilities.

North Las Vegas

In spring 2011, North Las Vegas adopted a new zoning code that went into effect October 1, 2011. The city later amended its provisions governing community residences for people with disabilities on May 16, 2012.

North Las Vegas' new definition of "family," shown below, is nearly identical to its previous definition:

> **Family**
>
> Includes the following if living together as a single housekeeping unit within a dwelling unit:
>
> An individual living alone;
>
> Two or more persons related by blood or marriage, adoption or legal guardianship;
>
> One or more handicapped persons together with caretakers or house parents;
>
> A group of not more than six unrelated individuals.[109]

As the 2011 Analysis of Impediments noted, that by including "one or more handicapped persons together with caretakers or house parents" in the zoning definition of "family," North Las Vegas must allow community residences for people with disabilities in all residential districts where any other family can live. The nation's Fair Housing Act clearly prohibits imposing *any* additional requirements on such community residences when the definition of "family" encompasses them. Imposing any additional requirements on groups that include one or more handicapped persons will be difficult with the above definition.

Overall, the new zoning provisions are an improvement over those that they replaced. The zoning ordinance no longer imposes occupancy standards just for community residences for people with disabilities. It appears that the same standards that apply to all residential uses apply to community residences for people with disabilities. The requirement of at least 15 square feet of indoor common area per resident appears to have been repealed. Off–street parking requirements are less arbitrary than before.

Within this use category, the ordinance establishes several forms of community residences for people with disabilities:

Residential facility for groups

Pursuant to NRS 449.017, "an establishment that furnishes food, shelter, assistance and limited supervision to a person with mental retardation or with a disability or a person who is aged or infirm. The term includes, without limitation, an assisted living facility, as described in NRS 449.0302. The term does not include: an establishment which provides care only during the day; a natural person who provides care for no more than two persons in his or her own home; a natural person who provides care for one or more persons related to him or her within the third degree of consanguinity or affinity; a halfway house for recovering alcohol and drug abusers; or a facility funded by a division or program of the department of health and human services."

Halfway house

Pursuant to NRS 449.008,"a residence that provides housing and a living environment for recovering alcohol and drug abusers and is operated to facilitate their reintegration into the community, but does not provide any treatment for alcohol or drug abuse. The term does not include a facility for transitional living for released offenders."

Residential health care facility

"A residential facility, for more than ten people, that provides medical and personal services to individuals in need of assistance to deal with essential daily activities."

The City relies on the State Statutes for definitions. These definitions appear to exclude halfway houses for people with mental illness. It is difficult to imagine the rationale for excluding "a facility funded by a division or program of the department of health and human services" from the definition of "residential facility for groups." And as with Henderson, the use of the term "facility" is inappropriate for this residential land use.

"Residential facilities for groups" are a permitted use in all residential districts except O–L; business district C–2; redevelopment districts R–A/R2, R–A/R–3, and R–A/R–4; and special purpose districts PUD/PID, PCD, MUD–N, MUD–C, MUD–E. They are prohibited in the other two redevelopment districts and the other business districts.

Halfway houses for recovering alcohol and drug abusers are allowed in the same districts as of right as residential facilities for groups except for the three mixed use districts where they are prohibited.

Residential health care facilities which tend to be more institutional in nature than residential are allowed as of right only in special purpose districts PUD/PID, PCD. They are allowed by special use permit in the R–2, R–3, R–4 residential districts; business district C–2; redevelopment districts R–A/R–2, R–A/R–3, R–A/R–4; and special purpose districts for mixed uses MUD–N, MUD–C, MUD–E.

We can discern no reason for this zoning scheme and the city would be well advised to reconsider it. It is difficult to imagine the justification for excluding "residential facilities for groups" and

"halfway houses for recovering alcohol and drug abusers" from the O–L residential district as well as any other district in which residential uses are permitted such as the mixed use districts.

The ordinance imposes a number of "use–specific standards" for each of these three "group living" arrangements under the rubric "Public and Institutional Uses." Both residential facilities for groups and halfway houses for recovering alcohol and drug abusers "must comply on a continuing basis with all governmental licensing requirements." In addition, "any facility for more than ten residents must obtain a special use permit...."[110] No identifying signage is allowed.[111] Both requirements are certainly reasonable. However, it is not clear how the city would treat a use like Oxford House for which no license is required.

The ordinance establishes a 660–foot spacing distance from an existing to another residential facility for groups, facility for transitional living for released offenders or a halfway house for recovering alcohol and drug abusers. The ordinance does allow the city to waive this spacing distance via special use permit when there is an "adequate barrier" between the proposed group living arrangement and an existing one. The ordinance defines an "adequate barrier" as "as an improved drainage facility, Clark County Interstate 215, U.S. Interstate 15, or other rights-of-way with a minimum width of one hundred (100) feet. The boundary limits of these streets, freeways, and freeway crossovers are as defined by the official North Las Vegas, Nevada Department of Transportation and Clark County right-of-way maps for such roadways, respectively."[112]

These provisions appear to be adapted from Clark County's zoning for community residences and suggest a lack of understanding of the basis for spacing distances. As noted in the earlier discussion of the Clark County ordinance, the Clark County spacing distance can be waived under a number of additional circumstances including the key factor of whether the proposed community residence in combination with any existing community residences "would alter the residential character of the neighborhood by creating an institutional atmosphere due to the concentration of community residences on a block or adjoining blocks." North Las Vegas makes no such provision. The new zoning repealed the city's special use standard that allowed the spacing distance to be waived when the proposed home "will not inhibit the integration of disabled persons into the community or neighborhood."

The North Las Vegas ordinance also requires that residents of a halfway house for recovering alcohol and drug abusers must be enrolled in a substance abuse or rehabilitation program and that the home must adopt and enforce a policy that prohibits the use of drugs or alcohol. It also requires that the home be consistent with scale and architectural character of the neighborhood.[113] These requirements are reasonable.

On the surface, the definition of "residential care facility" suggests that it refers to community residences for more than ten occupants. However, the ordinance divides residential health care facilities into two sub classifications.[114]The first, "specialized care facilities" such as nursing or convalescent homes are institutional land uses, not residential uses. Unlike community residences for people with disabilities, these do not seek to emulate a family and there is no therapeutic reason for them to be located in residential zoning districts.

The second, "minimal care facilities" are defined as "uses similar to apartments but providing services such as central dining, transportation service, and limited medical assistance."[115] While these are residential and not institutional uses, they do not appear to be community residences.

A group care facility or halfway houses for recovering alcohol and drug abusers is required to have the same number of off–street spaces as the type of dwelling it is (single–family, townhouse, three–family triplex, etc.) plus one space for every two residents. This requirement may still be excessive, particularly since few, if any, residents of a group care facility have a motor vehicle. However, residents of a halfway house for recovering alcohol and drug abusers are much more likely to own a car. The formula also ignores the number of staff present at any time.

In practice, North Las Vegas has been very receptive to both group care facilities and halfway houses for people recovering from drug and/or alcohol addiction. Staff reports that the city approved every conditional use permit and special use permit for these uses during 2004–2010. City records identify 86 community residences. However, the city's map of community residences shows 104 community residences as of March 16, 2010: 89 group care homes, one halfway house, and 14 transitional living facilities. More current information is not available.

In many cities across the nation, community residences have been concentrated and segregated in predominantly minority neighborhoods. Using 2000 census data, that does *not* appear to be case in North Las Vegas. Mapping licensed community residences reveals clustering of 12 community residences in the area bounded by Carey on the north, Lake Mead on the south, Clayton on the west and North Martin L. King Boulevard on the east — in census tract 36.17 (formerly 36.02 in the 2000 census) which was 52.2 percent African American in 2010 (60.3 percent in 2000) and 32.9 percent Hispanic in 2010 (17.7 percent in 2000). However, the other major concentration of 13 community residences is in a predominantly Caucasian census tract. Concentrations of community residences occur in at least four other predominantly Caucasian neighborhoods as of 2000 in central and western North Las Vegas.

SUGGESTION FOR FURTHERING FAIR HOUSING:

- *North Las Vegas should amend its zoning ordinance to refine its off–street parking requirements for each type of community residence to more accurately reflect actual off–street parking needs. The city would be prudent to survey a statistically valid sample of existing community residences to identify the actual parking needs of the different types of community residences.*

- *As written, North Las Vegas' zoning treatment of community residences may be vulnerable to a legal challenge. But as practiced, it has not constituted a barrier to fair housing. To impose requirements on community residences for people with disabilities, North Las Vegas needs to amend "one or more handicapped persons together with caretakers or house parents" within its definition of "family." If the city does not amend this phrase, all of its regulations for community residences for people with disabilities may be vulnerable to judicial challenge.*

- *Even after North Las Vegas deletes the above mentioned language, the city still needs to determine how it would treat a recovery community like Oxford House which is recognized by Congress and for which no license is required. It also needs to provide for halfway houses for people with mental illness. The ordinance cannot continue to rely on the state statutes to define different types of community residences because the state statutes can, and have, changed. The city also needs to reconsider the districts in which the different types of community residences for people with disabilities are allowed and how they are allowed. There needs to be a rational basis for the zoning scheme.*

Boulder City

Staff report that no community residences licensed by the State of Nevada are located in Boulder City which could be due to the fact that the city's zoning did not provide for community residences.

Prior to 2010, Boulder City's zoning code did not provide for community residences for people with disabilities. The city corrected that oversight in November 2010 when the city council unanimously amended the zoning code to provide for community residences for people with disabilities in accordance with the principles discussed earlier in this chapter. The zoning amendments were drafted after a thorough study was conducted that provided the foundation for the zoning amendments and factual justification for the adopted provisions.[116]

Boulder City's definition of "family" still allows up to five unrelated people to live together as a single housekeeping unit.[117] The zoning code now makes a reasonable accommodation that allows "family community residences" for people with disabilities in all residential districts as a permitted use as long as they are located more than 660 feet from an existing community residence as measured from front door to front door, and "the operator or applicant is licensed or certified by the State of Nevada..., has certification from an appropriate national accrediting agency, or has been recognized or sanctioned by Congress to operate the proposed type of community residence."

Similarly, "transitional community residences" are allowed as a permitted use in the city's R3 "Multiple Family Residential Zone." Transitional community residences are a conditional use in the city's single– and two–family zoning districts as well as in the MP "Mobile Home Park Zone" and ME "Mobile Home Estate Zone." Any proposed community residence that would be located within 660 feet of an existing community residence or that does not meet the licensing or certification requirement stated earlier in this paragraph must obtain a conditional use permit. If a proposed community residence has been denied a required license or certification, it cannot receive zoning approval.[118]

The ordinance distinguishes between family and transitional community residences on the basis of length of tenancy, a defining characteristic of the two types of community residences. In a family community residence the length of tenancy is one year or more. Tenancy in a transitional community residence is for less than a year. City staff and officials understand that the rules of a proposed community residence determine which type of community residence it is. If a community residence imposes a limit on residency measured in months like halfway houses do, it is a transitional community residence.

Community residences that do not impose any limitation on how long people with disabilities can live in them, group homes and recovery communities, for example, are family community residences.

The amendments also state "A community residence shall be considered a residential use of property for purposes of all zoning and building codes." This provision should provide guidance to building inspectors so they apply residential, not institutional codes to community residences.

City staff is unaware of any community residences that have been established since adoption of these amendments, especially of homes for five or fewer residents since they comply with the definition of "family" and, like any family, are not subject to any additional zoning regulation.

With these amendments, Boulder City makes the reasonable accommodation for community residences for people with disabilities that the Fair Housing Amendments Act of 1988 requires.

SUGGESTION FOR FURTHERING FAIR HOUSING:

- *In order to implement spacing distances between community residences for people with disabilities, all of the Clark County jurisdictions need to maintain an up–to–date map of where the existing community residences exist. This map should show only those community residences that do not fit within the jurisdiction's definition of "family" or "household." The case law makes it clear that zoning must treat community residences for people with disabilities that fit within a jurisdiction's definition of "family" the same as any other family or household and they cannot be used for determining spacing distances between community residences.*

Zoning and Availability of Affordable Residential Development

Land-use controls such as zoning can interfere with affirmatively furthering fair housing by imposing regulations and/or procedures that effectively prevent the new construction of for sale and rental housing that households with modest incomes can afford—especially when the median household income is much lower for minority households than for Caucasian, non-Hispanic and African American households who face this situation throughout Clark County's urban core as discussed earlier.

Apart from housing prices, land use controls can affect racial and ethnic segregation. In a leading article, Pendall, in a survey of the 25 largest metropolitan areas and covering the period 1980-1990, found that low-density zoning, which restricted residential densities to fewer than eight dwelling units per acre, consistently reduced rental housing, which in turn limited the number of Black and Hispanic residents in communities.[119]

Drawing on census data for 1990 and 2000 for the 25 largest metropolitan statistical areas (MSAs) and local regulatory indicators compiled by Pendall, Rothwell and Massey found that anti-density zoning increased African American segregation by reducing the quantity of affordable housing in Caucasian jurisdictions.[120] In a subsequent article, Rothwell, using two datasets on land regulation for the 25 largest MSAs found in a statistical analysis that "anti-density regulations are responsible for a large share of the observed patterns in segregation between 1990 and 2000. Minority groups are more segregated from Caucasians in metropolitan areas with prevalent exclusionary zoning no matter what their relative incomes and population sizes." He added: "The estimated effects are large enough that a hypothetical switch in zoning regimes from the most exclusionary to the most liberal would reduce the gap between the most and least segregated MSAs by at least 35% for the ordinary least squares (OLS) estimates."[121]

Land Use Control Techniques That Potentially Affect Affordability

A number of land use controls can impose, apart from market considerations, extraordinarily additional costs for new housing:

(1) Zoning extensive areas of a community for large lots (above ½ acre) without providing sufficient lands for zoned for smaller lots;

(2) Excluding multiple-family dwellings totally or greatly restricting the zoned land available for them;

(3) Imposing restrictions on the number of bedrooms in multiple-family dwellings to discourage families with children (i.e., requiring that a substantial number of units are one-bedroom units);

(4) Prohibiting or severely limiting mobile homes or manufactured housing;

(5) Imposing large lot width requirements, which drive up development costs because they require additional street, curb, gutters, and sidewalk length (this is connected with (4) above); and

(6) Requiring minimum building sizes for residential construction, which, in effect, mandates large residences, where smaller ones would suffice.[122]

Other zoning practices can affect housing affordability as well. These include: lengthy review and approval times for new developments, with numerous or sequential public hearings, which add to the carrying costs of the development,[123] and development standards that are not

rationally related to the nature of the land use, such as requiring three parking spaces for a one-bedroom apartment.[124]

(NAHB) Research Center conducted a statistical study of subdivision requirements in 469 communities from a nationwide sample on single-family homes. The purpose of this study was to establish a methodology to determine when exceeding particular benchmarks created a regulatory cost barrier in a community, but the benchmarks applied only to single-family homes in the densest single-family district. The study focused on a number of variables: lot size, floor space requirements, lot width, pavement width, sidewalk requirements, curb and gutter drainage, front yard setbacks, and off-street parking requirements. The study found that excessive lot size, lot width, and floor area requirements accounted for the largest percentage of total costs. While only 8 percent of the jurisdictions had excessive floor area requirements, the regulatory cost barriers for floor area in those jurisdictions accounted for 17 percent of the total regulatory cost barriers for all land development variables for all jurisdictions in the study. Finally, the study found that the average cost of excessive regulation from subdivision standards was about five percent of the average cost of a new single-family home.[125]

Quigley and Rosenthal conducted an extensive review of the empirical literature on the effects of land use regulation on the price of housing. "When local regulators effectively withdraw land from buildable supplies—where under the rubric of 'zoning,' 'growth management,' or other regulation—" they wrote, "the land factor and the finished product can become pricier. Caps on development, restrictive zoning limits on allowable densities, urban growth boundaries, and long permit processing delays have all been associated with increased housing price."[126]

Clark County Unified Development Code

Clark County's land-use controls pose no direct barriers to affirmatively furthering fair housing. However, under the zoning for undeveloped land four out of five new housing units would be for single-family detached housing which tends to be significantly more expensive than attached and multiple-family new construction.

Table 84 Unincorporated Clark County Land Zoned for Residential Use

Unincorporated Clark County Land Zoned for Residential Use As of February 2014					
	Zoning Districts That Allow Residential Uses	Minimum Lot Area in Square Feet	Total Acres	Land Available to Develop in Acres	Percentage of Land Available to Develop
R–1	Single–Family Residential	5,200	10,912	340.9	3.1%
R–2	Medium Density Residential	3,300	13,686	1,445.1	10.6%
R–3	Multiple–Family Residential	7,000	4,715	414.8	8.8%
R–4	Multiple–Family Residential (High Density)	7,000	2,177	135.3	6.2%
R–5	Apartment Residential	7,000	375	34.7	9.2%
R–A	Residential Agriculture	40,000	545	142.6	26.1%
R–D	Suburban Estates Residential	10,000	1,196	192.1	16.1%
R–E	Rural Estates Residential	20,000	29,748	16,901.7	56.8%
R–T	Manufactured Home Residential	5,200; Manufactured home: 2,800; 4,000 doublewide unit	2,173	117.3	5.4%
R–U	Rural Open Land (includes BLM land)	80,000	9,664	752.0	7.8%
RUD	Residential Urban Density	2,000	980	199.6	20.4%
Total Acres of Land Zoned for Residential Use			**76,172**	**20,676**	**27.1%**

Prepared by Anthony Azua, GISP, Senior GIS Analyst, Clark County Comprehensive Planning, February 2014 using GILIS13 population estimate data.

However, this disparity results mainly from 52 percent of the residentially-developable land being zoned R-E. This land is land in a ring around the Las Vegas Valley that the Bureau of Land Management has been auctioning off. Clark County has zoned nearly all of the Disposal Boundary land as R-E as sort of a "holding zone" until development proposals are offered.

The County itself has reserved 1,200 acres of this "Disposal Boundary" land for development as affordable housing, usually multi-family dwellings. While several affordable developments on this land have been built so far, the county does "pre-zone" to enable development of affordable housing. The county needs to remain vigilant to use as much of the Disposal Boundary land for affordable housing.

Site development standards in Table 30.56-2 of Chapter 30.56.110 require that within Single-Family Residential Development "any manufactured home not located within R-U, R-T, or R-A if within Community District 5, shall contain a minimum of 1,200 square feet of habitable area…". (Community District 5 is described in the Unified Development Code Chapter 30.12.060 as "those portions of unincorporated Clark County towns and communities as shown within the South, Northeast and Northwest Land Use Plans including but not limited to: Indian Springs, Mt. Charleston, Searchlight, Bunkerville, Glendale, Moapa, Moapa Valley, Goodsprings Cal-Nev-Ari, Blue Diamond, Mountain Springs, and Sandy Valley").

There is no apparent explanation in the County's Unified Development Code regarding why manufactured housing is subject to minimum habitable area criteria in certain single-family areas of Community District 5. No similar minimum standard of habitable area applies to other types of dwellings in Community District 5, and the only minimum standard related to size that

applies other types of dwellings anywhere is "Dwellings shall have a minimum width and depth of twenty (20) feet" (Table 30-56-2), which amounts to only 400 square feet. This raises a question (and only a question) about whether the habitable area standard being applied to manufactured housing in Community District 5 may be a fair housing issue. (For example, is it an attempt to make it difficult for members of a minority group to locate there?). *It should be recommended that the habitable area standard of Table 30.56-2 be carefully considered through an examination of its history and any effects its application may be having in Community District 5 to determine if it is a fair housing issue.*

Las Vegas Unified Development Code

The residential districts appear in Las Vegas Unified Development Code, 19.06 (Residential Districts—Purpose and Development and Design Standards) and as special districts and overlays in LVMC 19.10 (Special and Overlay Districts—Purpose and Development and Design Standards). There has not been much experience implementing the code since it was adopted March 5, 2014. There are 17 residential districts in the code. In addition, LVMC 19.10.170 is a live/work overlay that allows, on a case-by-case base, owners and operators of businesses to occupy joint living and work quarters in commercial and industrial areas where other types of residential uses are inappropriate. Such live/work units must meet criteria contained in the code, much like a special or conditional use permit. Development in these districts is described in both text and extensive use of graphics for each district.

The lowest density districts are the U Undeveloped District and R-E Residence Estate District, with minimum 20,000 square foot lots, for single-family homes. The highest density residential district that is not a special district or overlay is the R-4 High Density Residential District, with a 7,000 square foot minimum lot size. Here, there is no maximum number of dwelling units per acre; rather, the underlying general plan designation determines the maximum number dwelling units.

The following districts allow multiple-family dwellings at various densities either by definition or as part of a proposed use in a planned district or special district. Land in the T-C Town Center District is governed by a Town Center Development Standards manual, which is a separate adopted document that is referenced in the Unified Development Code.

- R-3 Medium Density Residential
- R-4 High Density Residential
- PD Planned Development
- R-PD Residential Planned Development
- ML-TC Medium Low Density Residential Town Center.
- MLA-TC Medium Low Attached Density Residential Town Center
- M-TC Medium Density Residential Town Center
- T-D Traditional Development

There are no restrictions on the number of bedrooms in multiple-family units.

The Unified Development Code permits mobile/manufactured homes in the R-MH District, with a minimum lot size per unit of 5,550 square feet, which is a net density (excluding streets and other public improvements) of 7.92 dwelling units per net acre. In addition, manufactured home parks are allowed in the ML-TC Medium Low Density Town Center District.

The range of minimum lot width requirements in the residential districts is reasonable. For example, in the U Undeveloped District and the R-E Residence Estate District, the lot width is 100 feet. In the R-CL Single Family Compact Lot District, the lot width drops to 35 feet. In the R-TH Single Family Attached District, the lot width requirement is 20 feet. In the R-3 and R-4 Districts, both of which permit multifamily dwellings, there is no minimum lot width requirement.

Parking requirements in the residence districts are reasonable as well. In all of the single-family districts there is a requirement of two unimpeded parking spaces. In the R-3 and R-4 Districts, parking requirements differ based on the nature of the multifamily dwelling. For example, these are the parking requirements in the R-3 District, LVMC 19.06.110.E, Table 6:

1.25 spaces per studio or one bedroom unit

1.75 spaces per two bedroom unit

2.0 spaces per three or more bedroom unit

plus one guest parking space per six units

The R-4 District, LVMC 19.16.120.E, Table 6, has identical requirements for multifamily dwellings.

The Unified Development Code does not contain minimum square footage requirements for residential units.

The LVMC allows accessory dwelling units, known as an "accessory structure (Class I)," as a special permit in the U, R-E, R-D, and R-1 Districts, provided that: (a) the size of the lot or parcel must exceed 6500 square feet; and (b) unless the principal dwelling is owner-occupied, a Class I accessory structure may not be offered or occupied as a rental unit. (LVMC 19.12.070).

Table 85 Las Vegas Land Zoned for Residential Use

Land Zoned for Residential Use in Las Vegas As Of March 2014					
Zoning Districts That Allow Residential Uses		Minimum Lot Area in Square Feet	Total Acres	Land Available to Develop in Acres	Percentage of Land Available to Develop
U	Undeveloped	20,000	166	114	69.1%
R-E	Residence Estates	20,000	4,532	1,755	38.7%
R-D	Single Family Residential-Restricted	10,000	355	86	24.3%
R-1	Single Family Residential	6,500	7,320	115	1.6%
R-CL	Single Family Compact Lot	3,000	3,201	698	21.8%
R-TH	Single Family Attached	1,600; one attached unit allowed per lot	0	0	—
R-2	Medium-Low Density Residential	5,500; five to 12 single-family detached and duplex units allowed per acre	313	31	9.8%
R-3	Medium Density Residential	5,500; 13 to 50 duplexes, townhouses, and medium-density apartments per acre	1,520	71	4.7%
R-4	High Density Residential	7,000; while there is no limit on number of dwelling units per acre, the underlying general plan designation determines the maximum number of dwelling units per acre	347	43	12.4%
R-MH	Mobile/Manufactured Home Residential	5,500; one dwelling unit per lot	379	1	0.3%
PC	Planned Community	3,000 acre minimum site area (a combination of lots and parcels that may be in separate ownership); the approved Planned Community Program establishes the maximum number of dwelling units per gross acre for each residential category, as well as for the entire property. The number of dwelling units permitted per gross acre on any parcel in the P-C District is determined at the time the Development Plan is approved.	15,570	8,500	54.6%
PD	Planned Development	40 acre minimum site area; no maximum density; each parcel within the PD District must identify the proposed density	2,525	671	26.6%
R-PD	Residential Planned Development	4 dwelling units per gross acre; single-family and multi-family residential uses allowed	10,267	181	1.8%
L-TC	Low Density Residential Town Center	3.5 to 5.5 dwelling units per gross acre; thje L-TC district appears in a separate Town Center Development Standards manual, not in the Unified Development Code	208	30	14.3%
ML-TC	Medium Low Density Residential Town Center	5.6 to 8 dwelling units per gross acre	238	39	16.4%
MLA-TC	Medium Low Attached Density Residential Town Center	8.1 to 12 dwelling units per gross acre	67	15	22.1%
M-TC	Medium Density Residential Town Center	12 to 25 dwelling units per gross acre	135	6	4.2%
T-D	Traditional Development	40 acre minimum site area; Las Vegas' *Development Standards and Design Guidelines* sets the maximum density in dwelling units per gross acre, but doesn't actually identify densities	7,560	7,560	100.0%
Total Land Zoned for Residential Use			**54,536**	**19,801**	**36.3%**

No land has been mapped to the RH-T district.
Figures include land under the jurisdiction of the nation's Bureau of Land Management (BLM). The 7,000 acres north of Moccasin Road comprise the majority of the BLM owned land.

The Unified Development Code does not contain a definition of "affordable housing" or have any specific requirements for inclusionary zoning, such as a requirement that a certain proportion of all new rental or for-sale development be affordable to low- and moderate-income households in exchange for an increase in density. However, it does deal with affordable housing in UDC 19.06.040(I), "residential adjacency standards," which address the relationship of multi-family and nonresidential development that is adjacent to properties in the R-E, R-1, R-D, and R-CL Districts. The residential adjacency standards contain a set of building height and setback restrictions to ensure compatibility between commercial, multifamily development and property

zoned or used for single-family residential. However, the Unified Development Code allows a waiver from these standards for:

> Any multi-family residential project that is intended to meet the affordable housing objectives of the General Plan if the City Council determines that the waiver is critical to the viability of the project and that the intent of this Paragraph (2) can be achieved.[127] [UDC 19.06.040.I.2.e.i.]

The City of Las Vegas Unified Development Code does not appear to contain provisions that unduly increase the cost of housing beyond the means of households with modest incomes. The code contains residential zoning requirements that are reasonable and allow for a diverse range of housing types at various densities. Two changes to the code will better facilitate the development of affordable housing throughout the city:

- *Define "affordable housing" since that term is used in the Code.*
- *Amend the Code to incorporate mandatory inclusionary zoning to require that new market-rate residential projects contain a certain proportion of affordable housing. There are a variety of approaches that this can take, and the City of Las Vegas needs to undertake a study to evaluate them. One is the Model Affordable Housing Density Bonus Ordinance that appears in Marya Morris, Gen. Editor, Smart Codes: Model-Land Development Regulations, Planning Advisory Service Report No. 556 (Chicago: American Planning Association, 2009), Chapter 4.4. The model ordinance uses U.S. Department of Housing and Urban Development definitions of low- and moderate-income to establish eligibility criteria for purchase or rental of affordable units. This model draws on provisions for other inclusionary ordinances throughout the U.S., which are identified in the commentary.[128] [See Better Schools - Is Inclusionary Zoning Inclusionary Guide to Practitioners.pdf]*

City of Henderson Development Code

This review examined the Henderson Development Code, which appears as Title 19 of the Henderson Municipal Code and is available in a single downloadable PDF file or a series of downloadable chapters on the City of Henderson website.[129] The Development Code was revised on October 18, 2011. The residential districts appear in Chapter 19.2 (Residential Zoning Districts)[130] and Chapter 19.3 (Nonresidential, Mixed Use, and Special Purpose Zoning Districts.[131] Together there are 19 districts that allow residential uses.

> (1) Minimum lot size or square feet per dwelling unit. The Development Code's requirements for minimum square feet per dwelling unit range from 40,000 square feet in the RS-1, Low-Density Single-Family Residential-1 District to 2,000 square feet in the DRM Downtown Medium-Density Residential District, with a minimum site area of 12,000 square feet. However, a number of districts do not identify a specific lot size, but rather establish either maximum densities, expressed in dwelling units per gross acre (the MN Neighborhood Mixed Use and the MR Regional Mixed Use Districts), have no maximum density (e.g., the DRH Downtown High-Density Residential and the MC

Corridor/Community Mixed Use Districts),[132] or allow the developer to specify, or possibly negotiate, the density as part of a Master Plan (MP) Overlay District or an approved development agreement, as permitted in the PC Planned Community District.

In some cases, the Development Code requires that the zoning district itself be minimum size or site area (a combination of lots and parcels that may be in single ownership). The use of dwelling units per gross acre is apparently used in areas where streets and other public improvements will be part of the district, as opposed to the use of dwelling units per net acre, where streets and other public improvements are excluded from the density calculation.

(2) Availability of multiple-family dwellings. Multiple-family dwellings are permitted as of right in the following districts:

- RM-10 Medium-Density Residential 16 District
- RM-16 Medium-Density Residential 16 District
- RH-24 High-Density Multifamily Residential 24 District
- RH-36 High-Density Multifamily Residential 36 District
- MC-Corridor/Community Mixed-Use District
- MN-Neighborhood Mixed-Use District
- MR-Regional Mixed-Use District.

Multiple-family dwellings are permitted only by conditional use permit in the CT Tourism Commercial District and subject to standards in the DCC Downtown Core Commercial and the DHC Downtown Highway Commercial District.

(3) Restrictions on the number of bedrooms in multiple-family units. There are no restrictions on the number of bedrooms in multiple-family units.

(4) Regulations affecting mobile or manufactured homes. The Development Code allows mobile homes in the RMH Mobile Home Residential District, with a minimum district size of 10 acres.

(5) Minimum lot width requirements. Minimum lot width requirements range from 100 feet in the DH, RS-1, and R-2 Districts to 20 feet in the DRM District. In some districts, the lot widths are variable, based on standards in the individual district regulations, and some districts have no width requirements at all, including the RM District. Dimensional requirements for the residential districts are summarized in Table 19.2.20-1.

(6) Minimum parking requirements. Minimum parking requirements appear reasonable. Single-family detached and attached homes are required to have two parking spaces per

dwelling unit. Sec. 19.5.3.B.3 (c) sets forth parking standards for multiple-family units in both residential and non-residential districts as follows:

> (1) Residential and nonresidential districts
>
> i. 1.5 spaces per 1-bedroom unit[133]
>
> ii. 2 spaces per 2-bedroom unit
>
> iii. 2.5 spaces per 3-bedroom unit
>
> iv. 3 spaces per 4-bedroom unit
>
> v. Plus additional 0.25 space per unit for guest parking
>
> (2) Downtown districts, except DCC district: 1.5 parking spaces minimum per dwelling unit.
>
> (3) DCC district: 1 space (minimum), 1.5 spaces (maximum) per dwelling unit.

(7) Minimum dwelling unit size requirements. Three districts have minimum dwelling unit size requirements: The RS-1 and RS 2 Single Family Residential Districts (1,200 square feet) and the DRH Downtown High Density Residential District (700 square feet).

(8) Accessory dwelling units. The Development Code defines an accessory dwelling unit as a "[a] dwelling unit either attached to a single-family principal dwelling or located on the same lot and having an independent means of access." The code allows accessory dwelling units as conditional uses in the RS-1, RS-2, RS-4, and RS-6 Residential Districts and in the DRL and the DRM Downtown Residential Districts under Sec. 19.5.3.B.7, which sets forth criteria for approval that are in addition to the more general approval criteria for conditional use permits in Sec. 19.6.6.A.

(9) Unusual provisions. In the course of this review, there was noted an unusual provision at odds with conventional practice and it deals with the definition of a "multifamily dwelling" at Sec. 15.5.3.B.3 (a) as:

> A building containing seven or more dwelling units, each of which includes a separate household.

This is unusual because multiple-family dwellings are usually defined as a building containing more three or more dwelling units.[134] In response to a question about this, a city staff member explained that this definition was employed because Henderson "has varying product types within the development code. We wanted to be more creative in the types of products we get in Henderson" and its consultants proposed this definition during the last major code update.[135]

(10) Affordable housing. The City of Henderson Code provides voluntary density bonuses for multifamily development in Sec. 19.7.6.C.13 as follows:

An increase in the maximum density allowed in a multifamily zoning district may be requested if the proposed development is considered affordable (units affordable to households earning less than 120 percent of the Clark County Area Median Income) and/or an age-restricted senior multifamily development, pursuant to the following:

(a) Up to 20% density bonus: Amount of affordable housing provided must be equal to or greater than the density bonus requested.

(b) Above 20% up to 35% density bonus: Amount of affordable housing provided must be equal to or greater than the density bonus requested. Additionally, a minimum of 5 locational criteria from this Section must be met, and a minimum of 3 on-site amenities from this Section must be provided.

(c) Above 35% up to 50% density bonus: Amount of affordable housing provided must be equal to or greater than the density bonus requested. Additionally, a minimum of 7 locational criteria from this Section must be met, a minimum of 5 on-site amenities from this Section must be provided, and approval of a Conditional Use Permit is required.

(d) Up to 20% density bonus for senior housing may be granted with no income or affordability restrictions. Additional density may be approved through a Conditional Use Permit up to a maximum bonus of 50%.

(1) Locational Criteria
Projects requesting an increase in density shall be located within a ¼-mile walk for affordable developments, or a 1/8-mile walk for senior housing developments, of the following:

i. Transit corridor/mass transit stop

ii. Grocery store

iii. Other daily-need retail uses

iv. Restaurants

v. Libraries

vi. Movie theaters

vii. Laundry services

viii. Banks

ix. Medical offices

x. Professional offices

xi. Hospitals

xii. Accommodations (hotel/motel)

xiii. Recreational uses (bowling alleys, etc.)

xiv. Fitness centers/athletic clubs

xv. Public parks

xvi. Other locational criteria as approved

(2) On-Site Amenities

Projects requesting an increase in density shall provide a minimum number of the following on-site amenities:

i. Fitness center/athletic club

ii. Fitness instruction

iii. Instructional classes

iv. Garden/pool

v. Bocce ball court

vi. Shuffleboard

vii. Media room/theater

viii. Card room

ix. Provide transport to medical appointments, grocery stores, casinos, etc.

x. LEED certification (suggest trade for increase in height, parking, open space, etc.)

xi. Courtyards with amenities such as game tables, group seating, individual meditation spaces, yoga yards, pool, barbeque, community gardens, walking paths, and dog runs

xii. Other on-site amenities as approved

(3) Developer Incentives

The following items may be used as a compensating benefit for waiver requests. These items are developer incentives provided to the City and shall be located within ¼ mile of project.

i. Improvements to nearby parks

ii. Investment in libraries or other public facilities/services

iii. Donations to local charities that provide services to low-income/seniors

iv. Improvements to public facilities

v. Rehabilitate other building(s) nearby

vi. Develop in low-income areas in exchange for density bonus

vii. Develop open space and trails

viii. Other developer incentives as proposed/approved

The basic bonus, 20 percent, means that one among five units in a multifamily development will be an "affordable" unit. But the density bonus authorized by this section is not for low-and moderate-income households (i.e., units affordable to households with a gross family income that does not exceed 80 percent of the gross family income of the same size within the relevant housing region, determined by the U.S. Department of Housing and Urban Development), but rather housing that extends into middle-income ranges (81 to 120 percent of the Clark County median household income). By contrast, the Development Code itself defines "affordable housing" in Sec. 12.12.4 (Defined Terms) as "Housing affordable for a family with a total gross income that does not exceed 80 percent of the median gross income for Clark County, based upon the estimates of the United States Department of Housing and Urban Development of the most current median gross family income for Clark County." *Consequently, the definition of "affordable housing" in Sec. 19.7.6.C.13, the density bonus provisions, conflicts with the definition in Sec. 12.12.4, Defined Terms.*[136]

There is no specific description of how the requirement that the affordable units will remain affordable, such as through deed restrictions on for-sale units that prevent windfalls to homebuyers who would otherwise buy the unit at the "affordable" price and sell it later at a market price, or by independent annual income qualifications for renters to make certain that the household income doesn't climb above the "affordable" threshold. The income qualification requirement would also be part of the deed restriction. Further, there is no specified duration of how long the units are to remain affordable.

The City of Henderson staff explained that typically the property would be deed restricted, "though the city does have a development agreement with a senior housing project in downtown Henderson. When the developer requests funds to assist with the development of the project, at that time we determine how many units will be set aside. . . Renters are assessed annually by

the property manager with a new lease agreement and the city will monitor annually to ensure they are in compliance in compliance. The affordability period varies with each agreement, [and] could be 20 years to 50 years that the units must remain affordable."[137]

According to the City of Henderson staff, there has only been one project approved with a density bonus, a 252-unit affordable senior complex with 101 affordable units, but it has not been constructed.[138]

State definition of Affordable Housing:

NRS 278.0105 "Affordable housing" defined. "Affordable housing" means housing affordable for a family with a total gross income that does not exceed 80 percent of the median gross income for the county concerned based upon the estimates of the United States Department of Housing and Urban Development of the most current median gross family income for the county.

Table 86 City of Henderson Land Zoned for Residential Use

Land Zoned for Residential Use in Henderson As of February 2014					
Zoning Districts That Allow Residential Uses		Minimum Lot Area in Square Feet	Total Acres	Land Available to Develop in Acres	Percentage of Land Available to Develop
RS-1	Low-Density Single-Family Residential 1	40,000	2,282	1,206	52.8%
RS-2	Low-Density Single-Family Residential 2	20,000	2,219	1,215	54.8%
RS-4	Low-Density Single-Family Residential 4	10,000	628	252	40.1%
RS-6	Low-Density Single-Family Residential 6	6,000	13,936	1,043	7.5%
RS-8	Low-Density Single-Family Residential 8	Single-family detached (street-loaded) — 4,000 square feet; single-family detached (alley-loaded) — 3,000 square feet; single-family attached — 2,000 square feet per lot, plus an additional 1,000 square feet per unit; mixed-use and non-residential — 15,000 square foot maximum	182	126	69.2%
RM-10	Medium-Density Residential 10	3,000	1,894	392	20.7%
RM-16	Medium-Density Residential 16	16 dwelling units per gross acre; minimum district size of 10 acres	1,050	126	12.0%
RH-24	High-Density Multifamily Residential 24	24 dwelling units per gross acre; minimum district size of 10 acres	645	139	21.6%
RH-36	High-Density Multifamily Residential 36	36 dwelling units per gross acre	185	17	9.2%
DRL	Downtown Low-Density Residential	5,000	124	1	0.8%
DRM	Downtown Medium-Density Residential	2,000. Minimum site area of 12,000 (a combination of lots and parcels that may be in different ownership)	36	4	11.1%
DRH	Downtown High-Density Residential	No maximum density. Minimum site area of 40,000 square feet	21	4	19.0%
RMH	Mobile Home Residential District	2,800. Minimum district size of 10 acres	231	6	2.6%
DH	Development Holding	40,000	5,956	4,078	68.5%
MC	Corridor/Community Mixed Use	No maximum density. Minimum district size of 15 acres	1,004	323	32.2%
MN	Neighborhood Mixed-Use	16 dwelling units per gross acre maximum. Maximum district size of 10 acres	0	0	0.0%
MR	Regional Mixed-Use	30 dwelling units per gross acre minimum. Minimum district size of 50 acres	647	644	99.5%
PC	Planned Community	Numbers of dwelling units per gross acre are to be identified in a master development plan as part of a Master Plan (MP) Overlay District or an approved development agreement. A MP Overlay District must be at least 50 acres	4,198	3,749	89.3%
Total Land Zoned for Residential Use			35,238	13,325	37.8%

Source: City of Henderson, Nevada

The City of Henderson Development Code does not appear to contain provisions that unduly increase the cost of housing beyond the means of households with lower incomes. The code contains residential zoning requirements that are reasonable and allow for a diverse range of housing types at various densities. On the basis of this review, the following are recommendations:

The requirement of minimum house sizes contained in three zoning districts should be eliminated, or at least seriously reconsidered as to their true regulatory purpose. As noted the RS-1 and RS-2 Single Family Residential Districts both require 1,200 square feet and the DRH Downtown High Density Residential District requires 700 square feet. These are the *only* districts that have such provisions. Minimum house size requirements establish a minimum cost for a house and, as such, may constitute a barrier to affordable housing. Other than that, they serve no regulatory purpose particularly because they are unrelated to the number of occupants in the unit.

The City of Henderson should revise the density bonus provisions in Sec. 19.7.6.C.13 for affordable housing to make them mandatory, to eliminate the definition of affordable housing there so that the definition in Sec. 12.12.4 (Defined Terms) is the controlling definition for the entire development code, and to set forth provisions that would identify, among other things, the contents of a development agreement between the city and a developer regarding the production of affordable housing.

It is important to make an affordable housing requirement mandatory for market-rate developments because, without such a mandate, affordable housing will not be built at all or not built in sufficient quantities to make the program worth administering (see footnote).[139] The Henderson density bonus ordinance does not include the details of how the density bonus system would actually work (again, typically through a development agreement), such as responsibility for income qualifying buyers of affordable housing units, annual income qualification of renters, duration of affordability of dwelling units, annual reporting requirements, deed restrictions for affordable units, and other details. This would clarify through the Development Code how housing bonuses are to be handled uniformly, rather than employing an *ad hoc* procedure that could vary from project to project.

There are a variety of approaches that a revision of the density bonus provisions can take, and the City of Henderson needs to undertake a study to evaluate them. One is the Model Affordable Housing Density Bonus Ordinance that appears in Marya Morris, Gen. Editor, Smart Codes: Model-Land Development Regulations, Planning Advisory Service Report No. 556 (Chicago: American Planning Association, 2009), Chapter 4.4. The model ordinance uses U.S. Department of Housing and Urban Development definitions of low- and moderate-income to establish eligibility criteria for purchase or rental of affordable units. This model draws on provisions for other inclusionary ordinances throughout the U.S., which are identified in the commentary.[140] {See: D:\Documents\1- AIs\AI Templates and General Material\Housing\Location Matters for Upward Mobility\Better Schools - Is Inclusionary Zoning Inclusionary Guide to Practitioners.pdf]

City of North Las Vegas Zoning Ordinance

This review examined the zoning ordinance of the City of North Las Vegas, as it existed on February 5, 2014. The zoning ordinance appears as Title 17 of the City of North Las Vegas Code of Ordinances. The zoning ordinance can be downloaded from the Municode website as part of the Code of Ordinances.[141] Both residential and nonresidential districts are described in Chapter 17.16. Collectively, there are 16 districts that permit residential uses, including formally titled residential zone districts, the redevelopment district and its three subdistricts, special purpose zone districts, and one "obsolete" district, the R-CL Single-Family Compact Lot Residential District.[142]

> (1) Minimum lot size or square feet per dwelling unit. The lowest density districts are the O-L Open Land District, which requires a lot size of two acres or 87,120, and the R-E Ranch Estate District, which requires a lot size of 20,000 square feet. The highest density district that is not a redevelopment district or a special purpose zoning district is the R-4 High Density Residential District, which requires 450 square feet per dwelling unit, or approximately 96 dwelling units per net acre.
>
> (2) Availability of multiple-family dwellings. The following eleven districts allow multiple-family dwellings as of right or as part of a proposed use in a redevelopment or special purpose district. Included in this list are districts that permit three-family, four-family, and multiple-family dwellings, which the zoning ordinance defines as any building containing three or more dwelling units.[143]
>
> - R-2 Single-Family Medium Density District
> - R-3 Multi-Family Residential District
> - R-4 High Density Residential District
> - R-A/R-2 Medium Density Subdistrict (Redevelopment Area)
> - R-A/R-3 High Density Residential Subdistrict (Redevelopment Area)
> - R-A/R-4 Downtown Core Subdistrict (Redevelopment Area)
> - PUD/PID Planned Unit Development District (PUD)/Planned Infill Development District (Special Purpose Zone District)
> - PCD Planned Community District (Special Purpose Zone District)
> - MUD-N Mixed Use Development Neighborhood District (Special Purpose Zone District)
> - MUD-C Mixed Use Development Commercial District (Special Purpose Zone District)

- MUD-E Mixed Use Employment District (Special Purpose Zone District)

Studio or efficiency apartments are permitted, but are treated as one-bedroom units.[144]

(3) Restrictions on the number of bedrooms in multiple-family units. There are no restrictions on the number of bedrooms in multiple-family units.

(4) Regulations affecting mobile or manufactured homes. Mobile homes and mobile home subdivisions are permitted as of right in PUD/PID and PCD districts.

Table 87 North Las Vegas Land Zoned for Residential Use

Land Zoned for Residential Use in North Las Vegas As of January 2014					
Zoning Districts That Allow Residential Uses		Minimum Lot Area in Square Feet	Total Acres	Land Available to Develop in Acres	Percentage of Land Available to Develop
O–L	Open Land District	87,120 (2 acres)	18,842	18,123	96.2%
R–E	Ranch Estates District	20,000	974	418	42.9%
R–EL	Ranch Estates Limited District	10,000	57	13	23.2%
R–1	Single–Family Low Density District	6,000	5,728	791	13.8%
R–2	Single–Family Medium Density District	Single–family dwelling: 4,000. Two–family, three–family, and four–family units, and townhouse cluster: 3,000 per dwelling unit.	198	57	28.6%
R–3	Multi–Family Residential District	Single–family dwelling: 6,000. Two–family, three–family, and four–family units, and townhouse cluster: 1,700 per dwelling unit.	606	201	33.1%
R–4	High Density Residential District	Three–family, four–family, multi–family buildings, townhouse cluster, and two–family dwellings: 875 per dwelling unit.	142	52	36.8%
R–CL	Single–Family Compact Lot Residential District	4,500	332	134	40.5%
R–A/R–2	Medium–Density Residential Subdistrict	Single–family dwelling: 4,751. Two–family, three–family, and four–family dwellings: 3,000 per dwelling unit.	78	17	21.3%
R–A/R–3	Medium–High Density Resident Subdistrict	Multiple–family dwelling and townhouse cluster: 1,700 per dwelling unit.	36	1	1.6%
R–A/R–4	High Density Residential Subdistrict	Two–family and multiple–family dwellings and townhouse cluster: 450 per dwelling unit.	0	0	0.0%
R–A/DC	Downtown Core Subdistrict	Vertical mixed–use with residential dwelling units: 450 per dwelling unit.	301	96	32.0%
PUD/PID	Planned United Development District (PUD)/Planned Infill Development District (PID)	Density depends on relationship to City of North Las Vegas Comprehensive Plan	4,652	1,722	37.0%
PCD	Planned Community District	Density depends on relationship to City of North Las Vegas Comprehensive Plan	1,722	1,722	100.0%
MUD–N	Mixed–Use Neighborhood District	Maximum of 18 dwelling units per acre. Maximum density of 25 dwelling units per acre within 1/4 mile of bus rapid transit or light rail transit facility.	0	0	0.0%
MUD–C	Mixed–Use Commercial District	Maximum of 25 dwelling units per acre. Maximum density of 50 dwelling units per acre within 1/4 mile of bus rapid transit or light rail transit facility.	39	20	50.5%
MUD–E	Mixed–Use Employment District	Maximum of 50 dwelling units per acre. Same maximum density applies to developments within 1/4 mile of bus rapid transit or light rail transit facility.	128	110	86.3%
Total Land Zoned for Residential Use			**33,836**	**23,427**	**69.4%**

Source: City of North Las Vegas, Nevada

(5) Minimum lot width requirements. As set forth in Table 17.24.010-1, minimum lot width requirements range from 150 feet in the OL District (which has a minimum lot area requirement of two acres) to 60 feet for the remaining residential districts, with the exception of the lot width requirements for single-family dwellings in the RCL Residential Compact Lot District (an "obsolete district"—see above) and in the R-2 Single Family Medium Density District, which are 45 and 40 feet, respectively. While a uniform lot width of 60 feet may seem problematic for duplex, townhouse cluster, and multi-family projects, Table 17.24.010-1, in footnote 4, clarifies the application of the width requirements for these structures:

> These dimensions apply to the initial lot size per structure. Initial lots may be divided to accommodate individual ownership of the structures' dwelling units.

We interpreted this to mean that, after the structure is completed, the lot would then be subdivided into smaller lots to allow for individual ownership.

(6) Minimum parking requirements. Table 17.24-040-4 sets forth the parking requirements for all uses. Single-family dwellings and duplexes must have two parking spaces per dwelling unit. Three-family, four-family, and multiple-family dwellings must satisfy the following requirements:

- 1.5 per 1-bedroom unit
- 2.0 per 2-bedroom unit
- 2.5 per 3 or more bedroom unit

All multiple-family dwellings shall also include 0.25 per unit for guest parking.

These ratios seem reasonable.

(7) Accessory dwelling units. According to Table 17.20.3-3, accessory dwelling units are allowed via special permit in the O-L, R-E, R-EL, and R-1 districts, and as a permitted use in the R-A/DC, PUD/PID, and MUD districts. The Zoning Ordinance contains development standards for all of these use districts at Sec. 17.20.030.F.2. One of the development standards requires that, in order to establish an accessory dwelling unit in any of the residential districts, the minimum lot area must be 6,000 square feet (Sec. 17.20.030.F.2.c.i). According to city staff, this minimum lot size is to ensure that a small lot detached home in a planned unit development does not have a second dwelling, which "could create parking standards concerns for the neighborhood."[145]

(8) Affordable housing. The North Las Vegas Zoning Ordinance contains no provisions to generate the development of for-sale or rental housing affordable to households with lower incomes via inclusionary zoning. [See: D:\Documents\1- AIs\AI Templates and General Material\Housing\Location Matters for Upward Mobility\Better Schools - Is Inclusionary Zoning Inclusionary Guide to Practitioners.pdf]

The City of North Las Vegas Zoning Ordinance does not appear to contain provisions that unduly increase the cost of housing beyond the means of households with lower incomes. The

ordinance contains residential zoning requirements that are reasonable and allow for a diverse range of housing types at various densities.

However, the lack of any special provisions encouraging or requiring affordable housing is noteworthy. It is recommended that the City of North Las Vegas amend its Zoning Ordinance to incorporate mandatory inclusionary zoning to require new market-rate residential projects contain a certain proportion of affordable housing. There are a variety of approaches that this can take, and the City of Las Vegas needs to undertake a study to evaluate them. One is the Model Affordable Housing Density Bonus Ordinance that appears in Marya Morris, Gen. Editor, Smart Codes: Model-Land Development Regulations, Planning Advisory Service Report No. 556 (Chicago: American Planning Association, 2009), Chapter 4.4. The model ordinance uses U.S. Department of Housing and Urban Development definitions of low- and moderate-income to establish eligibility criteria for purchase or rental of affordable units. This model draws on provisions for other inclusionary ordinances throughout the U.S., which are identified in the commentary.[146]

Boulder City Zoning Code

Regulations that require minimum dwelling size to be more than what is necessary for health and safety make housing more expensive to build, maintain, and supply with energy for heating and cooling. Boulder City's regulation of minimum dwelling unit size (in sections 11-3-5, 11-4-7, 11-5-7) varies among zoning districts.

- In single-family districts, minimum dwelling unit size varies from 1,000 square feet to 1,500 square feet;

- In two-family districts minimum dwelling unit size is 800 square feet, and the multiple-family districts dwelling unit minimum is 600 square feet.

Minimum dwelling unit size can be set to a single size related to health and safety, e.g., 600 square feet, and apply in all residential districts. This would allow construction of smaller dwellings in most districts, subject to market demand.

The residential construction tax (section 11-42-3) provides funds for improvement and expansion of public parks, playgrounds, and recreational facilities by a levy on building valuation of 1% or $1,000 whichever is less. The $1,000 limitation means that a small house or apartment valued at $100,000 would pay the same residential construction tax as a much larger and more expensive house. This formula may place a disproportionate burden on occupants of small houses and apartments. Alternatives can be considered to reduce the tax on smaller and low-income dwellings and make up for lost revenue by removing the cap that applies to houses valued at more than $100,000.

This residential construction-tax could have an exclusionary impact and places as noted above a disproportionate burden on occupants of small homes and apartments. The cap should be removed in the interest of fairness.

Boulder City has seen a less drastic decline in the amount of new residential construction than the rest of the county, in large part due to its "Controlled Growth Management Plan" which was adopted by a voter referendum in 1979. The plan seeks to maintain the city's "small–town atmosphere and character." As an intentionally small town, no more than 75 new residential units were built in Boulder City in any one year in recent years. But while all new residential construction has sharply declined during this recession, no new multi–family housing has been built since 2006 (there are some duplex townhomes under construction as of late 2014). This comes as no surprise given that as of March 2014 just 2.43 acres of vacant land were zoned multi–family (R2 and R3 districts). Another 29.93 acres were available in the Senior Housing Zone (SH) where multi–family, albeit limited to senior housing, can be built.

One of the specified means of implementing the city's "Controlled Growth Management Plan" is "maintaining a balance and mix of housing and building types and values and thus providing a range of prices and rents in order to accommodate a variety of housing needs."

The "Controlled Growth Management Plan" sets a limit of 120 new dwellings per year. However, during any five–year period, it does not count toward this 120 annual limit up to 50 low–income or senior dwellings, about 8 percent of the annual total. City staff report there is very little growth in Boulder City due to a scarcity of privately–owned land and the voter referendum that prohibits selling more than a single acre of city–owned land without voter approval. These factors have contributed to a general scarcity of developable land and have resulted in no requests to build low–income housing.

Only very small amounts of land are available for development in the single family residential zones that require less than 15,000 square foot minimum lot sizes. The R1–7 district (7,000 square foot minimum lot size) has just 3.45 acres available. The R1–8 district (8,000 square foot minimum lot size) has 36.32 acres free for new construction. The R1–10 district (10,000 square foot minimum lot size) has 38.61 available. There are 186.81 acres available in districts requiring at least 15,000 square foot lots. Fewer than 12 acres are available for mobile homes.

It is highly likely that the city's "Controlled Growth Management Plan," its requirement for voter approval to sell more than one acre of city–owned land, and the very small amount of land available for development produce a cumulative impact that tends to exclude the construction of all housing, including housing affordable to households with modest incomes.

Table 88 Boulder City Land Zoned for Residential Use

Boulder City Land Zoned for Residential Use As of March, 2014					
	Zoning Districts That Allow Residential Uses	Minimum Lot Area in Square Feet	Total Acres	Land Available to Develop in Acres	Percentage of Land Available to Develop
R1-7	Single–Family Residential Zone	7,000	469	3.45	0.7%
R1-8	Single–Family Residential Zone	8,000	180	36.32	20.2%
R1-10	Single–Family Residential Zone	10,000	232	38.61	16.7%
R1-15	Single–Family Residential Zone	15,000	174	107.45	61.7%
R1-20	Single–Family Residential Zone	20,000	98	31.79	32.5%
R1-40	Single–Family Residential Zone	40,000	0	0.00	0.0%
R1-80	Single–Family Residential Zone	80,000	99	47.57	48.0%
R2	Two-Family Residential Zone	4,000/unit	8	0.11	1.3%
R3	Multiple-Family Residential Zone	2,500/unit	98	2.32	2.4%
MP	Mobile Home Park Zone	6,000	68	3.56	5.2%
ME	Mobile Home Estate Zone	6,000	103	8.07	7.8%
SH	Senior Housing Zone	3,960/unit	30	29.93	100.0%
Total Land Zoned for Residential Use			**1,559**	**309**	**19.8%**

Source: Boulder City Development Department

There are at least two actions that Boulder City might consider taking to reduce this impact:

- *Use the exception permitted in Section 141 of the city's charter to sell or lease land to bona fide charitable, religious, educational, and governmental organizations or corporations if the land includes a substantial number of dwellings for households with low incomes.*

- *Submitting for voter approval more sales of city–owned land that include affordable housing. A small number of other provisions in Boulder City's zoning code can also unnecessarily increase the cost of new home construction and generate an impact that can exclude housing affordable to households of modest means.*

Excessive off–street parking requirements can artificially increase the cost of housing by adding to the cost of land and construction. The greater the number of bedrooms in a dwelling, the greater the number of cars it is likely to generate. However, except for senior housing which is required to have one off–street space per dwelling unit, Boulder City unnecessarily increases the cost of dwelling units with fewer bedrooms by requiring them to have the same number of off–street spaces as dwellings with more bedrooms.

Regardless of the number of bedrooms in a dwelling, Boulder City requires three off–street parking spaces for single–family, two–family, and mobile home estate dwellings. All multiple–family and condominium dwellings must have two off–street spaces "plus an additional 20% for such parking spaces to be developed and set aside for the parking and storage of recreational

vehicles and boat trailers; such additional spaces to have a width of not less than 10 feet and a length of not less than 24 feet."

Under the current zoning, both a two–bedroom and four–bedroom house must have three off–street parking spaces. Both a studio apartment and a three–bedroom condominium must have two spaces. These requirements are unrelated to the number of vehicles these different residential uses generate and can artificially and unnecessarily increase the cost of residential construction.

Boulder City should revise its off–street parking requirements so that they better match the number of vehicles actually generated per dwelling based on the number of bedrooms.

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[59] H.R. Report No. 711, 100th Cong., 2d Sess. 311 (1988), reprinted in 1988 U.S.C.C.A.N. 2173.
[60] Ibid.
[61] 42 U.S.C. §3604(f)(B) (1988).
[62] H.R. Report No. 711, 100th Cong., 2d Sess. 311 (1988), reprinted in 1988 U.S.C.C.A.N. 2173, 2184.
[63] The U.S. Supreme Court sanctioned this type of restriction in *Village of Belle Terre v. Borass,* 416 U.S. 1 (1974) and later modified its ruling in *Moore v. City of East Cleveland, Ohio,* 431 U.S. 494 (1977).
[64] Some jurisdictions use the term "household" instead of "family." For the sake of brevity, this discussion employs only the term "family" even though it applies equally to the use of the term "household."

[65] This principle is most clearly articulated in *United States v. City of Chicago Heights*, 161 F.Supp.2d 819 (N.D.Ill. 2001). *Also see Marbrunak, Inc. v. City of Stow, Ohio*, 974 F.2d 43 (6th Cir. 1992). If a jurisdiction does *not* define "family" or "household," the legal effect is the same as when a jurisdiction's definition of "family" allows any number of unrelated individuals to dwell together as a single housekeeping unit.
[66] The vast majority of community residences for people with disabilities house more than four people. While the trend for people with developmental disabilities is towards smaller group home households, valid therapeutic and financial reasons result in community residences for people with mental illness and for people in recovery from drug and/or alcohol addiction housing eight to 12 residents.

[67] It is extremely well–settled that people with drug and/or alcohol addictions who are not currently using an illicit drug are people with disabilities under the *Fair Housing Act* and the *Americans With Disabilities Act.* See 42 U.S.C. 3602(h) and 24 C.F.R. 100.201(a)(2). See, also, *City of Edmonds v. Washington State Building Code Council,* 115 S. Ct. 1776 (1995)
[68] H.R. Report No. 711, 100th Cong., 2d Sess. 311 (1988), reprinted in 1988 U.S.C.C.A.N. 2173, 2189–2190..
[69] SB 233 repealed NRS 278.0238, 278.02381, 278.02382, 278.02383, 278.02384, 278.02385, 278.02386, 278.02387, 278.02388. Nearly all of these provisions were invalidated by the federal court in *Nevada Fair Housing Center, Inc. v. Clark County,* 565 F. Supp. 2d 1178 (D. Nev. 2008). For reasons unknown to us, the legislature chose to also repeal provisions of state law that the court did not find to be discriminatory.
[70] Ordinance Number 3423. Full disclosure: The lead author of this Regional Analysis of Impediments served as a consultant to Clark County. In this capacity, he conducted a study of community residences that provided the rational basis for the zoning revisions for community residences that he drafted for the county in collaboration with county planning staff.
[71] *Nevada Fair Housing Center, Inc. v. Clark County,* 565 F. Supp. 2d 1178, 1183 (D. Nev. 2008).
[72] The provisions examined here are in Title 30, Chapter 30.08 (Definitions), Section 30.08.300 of the Clark County Code as well as Chapter 30.44 (Uses), Table 30.44–1
[73] *Unified Development Code Title 19 The City of Las Vegas,* Adopted March 16, 2011, Amended through Dec. 4, 2013, §19.18.020.
[74] Email from Andy Reed, Planning Supervisor, City of Las Vegas Department of Planner, to Daniel Lauber, Planning/Communications (May 22, 2014, 11:56 a.m. CST).
[75] *Unified Development Code Title 19 The City of Las Vegas*, §19.18.020
[76] Ibid.
[77] Email from Andy Reed, Planning Supervisor, City of Las Vegas Department of Planner, to Daniel Lauber, Planning/Communications (May 22, 2014, 10:41 a.m. CST).
[78] *Unified Development Code Title 19 The City of Las Vegas*, §19.12.070.
[79] Ibid.

[80] Email from Andy Reed, Planning Supervisor, City of Las Vegas Department of Planner, to Daniel Lauber, Planning/Communications (May 22, 2014, 11:56 a.m. CST).
[81] *Henderson, Nevada Development Code*, Adopted Jan 19, 2010, Amended through Dec. 17, 2013, §19.12.4.
[82] Ibid.
[83] 565 F. Supp. 2d 1178, 1183 (D. Nev. 2008).
[84] The clearest articulation of this principle is in *United States v. City of Chicago Heights,* 161 F.Supp.2d 819 (N.D.Ill. 2001).
[85] Email from Sean Robertson, Principal Planner, City of Henderson Community Development Department, to Daniel Lauber, Planning/Communications (May 27, 2014, 12:04 p.m. CST).
[86] Email from Sean Robertson, Principal Planner, City of Henderson Community Development Department, to Daniel Lauber, Planning/Communications (May 27, 2014, 12:04 p.m. CST).
[87] *Henderson, Nevada Development Code*, §19.5.3.G.1.
[88] Ibid. §19.5.3.E.1. Homes for individual residential care are also a permitted use subject to standards in the same districts as residential facilities for groups and have the same 660 foot spacing requirement.
[89] . Ibid. §19.5.3.G.2(b)(2) and (3).
[90] Email from Sean Robertson, Principal Planner, City of Henderson Community Development Department, to Daniel Lauber, Planning/Communications (May 27, 2014, 12:04 p.m. CST).
[91] *Henderson, Nevada Development Code,* §19.5.3.G.2.(b)(6). This report does not analyze the city's zoning provisions for a Facility for Transitional Living for Released Offenders because those are not covered by the nation's Fair Housing Act and are unrelated to affirmatively furthering fair housing.
[92] Ibid.
[93] Ibid. §19.5.3.G.(b)(7).
[94] City of Edmonds v. Washington State Building Code Council, 115 S. Ct. 1776 (1995).
[95] *Henderson, Nevada Development Code*, §19.5.3.A.1
[96] *City of Edmonds v. Washington State Building Code Council*, 115 S. Ct. 1776 (1995).
[97] Henderson, Nevada Development Code, §19.5.3.G.(b)(9)(i.).
[98] Ibid. §19.5.3.G.3.
[99] Ibid. §19.5.3.E.1.
[100] Ibid. §19.5.3.
[101] Email from Sean Robertson, Principal Planner, City of Henderson Community Development Department, to Daniel Lauber, Planning/Communications (May 27, 2014, 12:04 p.m. CST).
[102] See Daniel Lauber, *A Real LULU: Zoning for Group Homes and Halfway Houses Under the Fair Housing Amendments Act of 1988,* 29 John Marshall Law Review 369, 379–380 fn. 37. (Winter 1996). The law review article states ten to 15 residents, but during the past 18 years, it has become increasingly apparently that eight to 12 residents is a more accurate range and more likely to emulate a biological family.
[103] *Henderson, Nevada Development Code,* §19.5.3.D.2.(b)(3), (4), and (5).
[104] Ibid. §19.5.3.G, 19.5.3.19.5.D.
[105] We brought up "group living – assisted" only because other readers of the zoning code might be as con- fused as we were and we trust that the city will refine the zoning code's language to avoid any ambiguities.
[106] *Henderson, Nevada Development Code*, Appendix A: Summary Table of Allowable Uses
[107] Ibid. §19.5.3.G, 19.5.3.19.5.D
[108] Ibid. §19.5.3.E.
[109] Definitions appear in §17.32.030 of the *North Las Vegas Zoning Ordinance*. District regulations regarding community residences appear in Table 17.20–1 and in Chapter 17.20.020 B. *[Emphasis added].*

[110] Ibid. §17.20.020 B.4.a. and B.5.a.
[111] Ibid. §17.20.020 B.4.c. and B.5.d.
[112] Ibid. §17.20.020 B.4.d, e. and B.5.e, f. These spacing distances are a major improvement over the unjustifiable 1,500–foot
spacing distance in the city's previous zoning ordinance.
[113] Ibid. §17.20.020 B.5.c.
[114] . Ibid. §17.20.020 B.7.a.
[115] Ibid.
[116] In the interest of full disclosure, the primary author of this Analysis of Impediments prepared the study for Boulder City, provided expert testimony, and collaborated with city staff to draft the zoning amendments that were adopted.
[117] *Boulder City Municipal Code*, Title 11: Zoning and Subdivisions, Chapter 1.
[118] Bill No. 1625, an Ordinance of the City of Boulder City, Nevada to amend portions of Title 11 of the City Code, Chapters 1, 3, 4, 5, 6 and 7, adopted November 9, 2010.
[119] Rolf Pendall, "Local Land Use Regulation and the Chain of Exclusion," *Journal of the American Planning Association* (66) (2) (2000): 124-142.

[120] Jonathan Rothwell and Douglas S. Massey, "The Effect of Density Zoning on Racial Segregation in U.S. Urban Areas," *Urban Affairs Review* (14) (6) (2009): 779-806.
[121] Jonathan Rothwell, "Racial Enclaves and Density Zoning: The Institutionalized Segregation of Racial Minorities in the United States," *American Law and Economics Review* (13) (1) (2011): 290-358, 291.
[122] See generally, Norman Williams, Jr. and Thomas Norman, "Exclusionary Land Use Controls: The Case of Northeastern New Jersey," 22 *Syracuse L. Rev*. 475, 481, 484-97 (1971). For a contemporaneous discussion of these devices on housing costs, see Lynn Sagalyn and George Sternlieb, *Zoning and Housing Costs: The Impact of Land-Use Controls on Housing Price* (New Brunswick, NJ: Center for Urban Policy Research, 1973), 16-19, 48-58.
[123] It is difficult to evaluate the impact of processing times on developments without analyses of sample residential projects of varying housing types, sizes, and densities, and this review does not attempt to do so.
[124] For a survey of parking standards used by local governments, see Michael Davidson and Fay Dolnik, *Parking Standards*, Planning Advisory Service Report No. 510/511 (Chicago: American Planning Association, November 2002).
[125] NAHB Research Center, *Study of Subdivision Requirements as a Regulatory Barrier*, prepared for the U.S. Department of Housing and Urban Development, Office of Policy Development and Research (OPDR) (Washington, D.C.: OPDR), November 2007, 1-3.
[126] John M. Quigley and Larry A. Rosenthal, "The Effect of Land Use Regulation on the Price of Housing. What Do We Know? What Can We Learn?" *Cityscape* (8) (1) (2005): 69-110, at 69.
[127] See City of Las Vegas, *Master Plan 2020: Housing Element* (approved by City Council, July 18, 2001), website: http://www.lasvegasnevada.gov/files/Housing_Element.pdf (accessed March 22, 2014). It should be noted that the data contained in this housing element are now approximately 14 years old and housing markets have changed across the nation. Perhaps this element should be revisited.
[128] For a discussion of how to calculate an optimal percentage of affordable housing in any project in an inclusionary zoning program, see Robert W. Burchell and Sahan Mukjeri, "Comment," in Anthony Downs, ed., *Growth Management and Affordable Housing* (Washington, D.C.: Brookings Institution Press, 2004), 106-116.
[129] City of Henderson, Nevada, Development Code, website: http://www.cityofhenderson.com/community_development/dev_code_overview.php (accessed March 22, 2014).
[130] *Id.*., http://www.cityofhenderson.com/community_development/docs/devcode/Revised%2011-5-13/19.2_Residential_Zoning_Districts.pdf (accessed March 22, 2014).
[131] *Id.*, http://www.cityofhenderson.com/community_development/docs/devcode/Revised%2011-5-13/19.3_Nonresidential-MixedUse-Special_Purpose.pdf (accessed March 22, 2014).
[132] Indeed, in the MC District, which requires mixed-use activity centers, the minimum density must be 30 units per gross acre. City of Henderson Development Code Table 19.3.16-1.
[133] Studio or efficiency apartments, while not explicitly mentioned in the Development Code, are permitted as a dwelling unit and this parking standard for a 1-bedroom unit applies. Email from Sean Robertson, City of Henderson, to Stuart Meck, Rutgers University, April 30, 2014.
[134] See definitions of multifamily dwellings in Michael Davidson and Fay Dolnick, eds., *A Planners Dictionary*, Planning Advisory Report No. 521/522 (Chicago: American Planning Association, 2004), 153.
[135] Stacy DiNicola, City of Henderson, email to Stuart Meck, Rutgers University, March 27, 2014.
[136] The City of Henderson staff acknowledges this conflict. "We do not have a zoning code update planned at this time. We will seek direction as to whether this is something that should be addressed immediately or can be done the next time we do an overall code update." Stacy DiNicola, City of Henderson, email to Stuart Meck, Rutgers University, April 2, 2014.
[137] Stacy DiNicola, City of Henderson, email to Stuart Meck, Rutgers University, March 27, 2014.
[138] Stacy DiNicola, City of Henderson, email to Stuart Meck, Rutgers University, April 2, 2014. DiNicola wrote: "The 101 units are affordable senior apartments. The total number of units in the project, including the bonus, was 252. That project has not yet been built, we do not yet know when that might be."
[139] For a discussion of the experience with mandatory vs. voluntary affordable housing programs, see Nicholas J. Brunick, "The Inclusionary Housing Debate: The Effectiveness of Mandatory Programs Over Voluntary Programs," *Zoning Practice*, September 2004, 2-7; California Coalition for Rural Housing and the Non-Profit Housing Association of Northern California, "Inclusionary Housing in California: 30 Years of Innovation," in National Housing Conference, *NHC Affordable Housing Policy Review* (3)(1) (February 2004): 9-31.
[140] For a discussion of how to calculate an optimal percentage of affordable housing in any project in an inclusionary zoning program, see Robert W. Burchell and Sahan Mukjeri, "Comment," in Anthony Downs, ed., Growth Management and Affordable Housing (Washington, D.C.: Brookings Institution Press, 2004), 106-116.
[141] City of North Las Vegas Code of Ordinances, website: http://library.municode.com/index.aspx?clientId=16023 (accessed April 5, 2014).

[142] *Id.*, Table 17.16-1: Base Zone Districts. According to city staff, obsolete districts are "essentially categories that an applicant cannot request for their property. The obsolete district was created instead of rezoning the properties. The land that is in the district still is governed by the code, [but] there will not be any more land added to it." Robert Eastman, City of North Las Vegas, email to Stuart Meck, Rutgers University, April 17, 2014.
[143] *Id.*, Sec.17.32.030, Definition of Terms.
[144] Email from Robert Eastman, City of North Las Vegas, to Stuart Meck, Rutgers University, April 17, 2014.
[145] *Id.*
[146] For a discussion of how to calculate an optimal percentage of affordable housing in any project in an inclusionary zoning program, see Robert W. Burchell and Sahan Mukjeri, "Comment," in Anthony Downs, ed., *Growth Management and Affordable Housing* (Washington, D.C.: Brookings Institution Press, 2004), 106-116.

8. FOCUS GROUPS

During June 2014, Southern Nevada Strong staff and contracted facilitators hosted eight Focus Groups representing protected classes under analysis in the RAI process, including:

- Minority and low-income minority households, including an Asian Pacific Islander and Alaskan Native group, Low income African American, and two Low income Hispanic groups
- Limited English Proficient residents (LEP) conducted in Spanish
- People with disabilities
- Families with children
- Single female headed householders

Participants were recruited using a variety of methods, including online Craig's list recruitment, and help from partners with direct access to the protected class, including Goodwill of Southern Nevada for the group with people with disabilities, the Southern Nevada Regional Housing Authority for several of the low income minority groups, and Mi Familia Vota to recruit Hispanic and LEP participants, among others. Participants were compensated $40 each to participate in an hour and a half focus group. Approximately 8-15 residents participated in each group.

The findings from the eight groups demonstrate some general themes, described below supplemented by direct quotes form participants:

- **Lack of housing choice for people living in public housing and a general dissatisfaction for housing authority properties and neighborhoods.**
    - Participants shared that they don't get a choice for where they live when they are on Southern Nevada Regional Housing Authority subsidized housing, and if they don't take their first or second options, they are no longer eligible for housing assistance.
    - Housing Choice Voucher holders shared that desirable properties often don't advertise. One resident described: "They don't want you to come find them. They'd rather recruit the residents they want. But I found them."
    - Participants clearly preferred being able to choose through a program like Housing Choice Voucher; however, they lamented it is very difficult to get on Housing Choice Voucher lists. Some residents described being on a waiting list for six and eight years.
    - Some residents are forced to live in less desirable locations in order to have more reliable maintenance support: "My last housing was horrible, my new place is better. I was willing to pay more, and it's farther from my job, but it's better because if you call someone to fix something, someone actually comes."
    - Participants on public housing shared that housing authority properties are in neighborhoods that have problems with crime and drugs, saying: "How do you want us to be more productive in society when you keep putting us back in the same environment?"

- **Selection criteria for where people live is varied, with affordability and safety ranking highest, but personal circumstances and relationships also determine housing decisions.**
    - Many participants cited specific circumstances leading to housing choices, such as:
        - "I moved into my brother-in-law's house after my brother-in-law moved out; I'm trying to buy a new home but I can't get a loan because I have no credit history."
        - "I had to leave my first home because it was foreclosed upon; I'm moving out of my current home because the landlord threatened me."
        - "I found a home through an ad in newspaper and went through an Hispanic realtor; I saw only one home; chose it immediately and moved in the next day; very, very easy"
        - In our previous home, my husband knew a cousin's friend who was moving out and wanted to leave someone they knew at the home; we moved into our current home because our friends wanted to sublease to someone they knew."
    - Other participants cited safety, affordability, proximity to clients, place of work, shopping and proximity to a particular school or athletic or academic program as all factors they considered to choose where they live. Responses were varied and diverse across groups.

- **Landlord harassment of low income people has implications for Housing Choice Voucher holders.**
    - One resident shared a story where she notified her landlord that she planned to move and gave her 30 days' notice. During that period, the landlord accused her of drug dealing and began harassing her and eventually evicted her which caused her to lose her Housing Choice Voucher which was devastating because she had waited eight years to get a Housing Choice Voucher. She didn't want to live in public housing, so she decided to pay more rent and live elsewhere. This was a unique case, however, landlord intimidation and neglect was mentioned by other participants across groups.

- **Finding the place where residents live can be a difficult process and is cost prohibitive for low income renters.**
    - Participants shared that expensive application processes for apartment rentals impose a barrier. Some properties seem to have no intention of approving applicants and will find a reason to reject applicants, but accept their application fees which becomes cost prohibitive for low income people. A fee is required for each adult that will live in the unit, in some cases costing hundreds of dollars just to apply and find out that you are rejected.
    - Some residents feel property management companies accept application fees knowing they won't accept you, and find an excuse to reject you, saying: "They

screen you out" using credit scores, income or any number of reasons to reject applicants.

- Another challenge identified by participants is that although deposits are said to be refundable, they are never refunded. "We never get deposits back. They say refundable, but that deposit is never going to come back. I try to get it waived but a lot of the property management companies won't work with you."
- One resident suggested: "It would be nice to have a central application fee and process, where you have a background check and credit check, check the eviction notice and they can give the information to all the companies. Then they tell you, these 5 houses will accept you and these others don't want you." This participant shared "We were rejected from three places for poor credit, and in one place for insufficient income. *"Fuimos rechazados por credito malo. No suficiente ingreso en un lugar."*

- **Discrimination against families with children, especially young children or the presence of multiple children seemed common.**
  - Multiple participants in the Families with Children group explained that all properties ask if you have kids and pets. "I've been turned down several times for having kids."
  - Another resident cited that she has four kids and some properties turned her down for having more than 1 or 2.
  - In many cases, higher deposits or other fees are required for families with small children. "They asked: how old are your children? They had a higher deposit than what they advertised because they said small kids destroy stuff."

- **Personal safety and pedestrian/bicyclist safety are major concerns.**
  - Safety is one of the top priorities in selecting where residents live.
  - Residents shared that in public housing, the tenants all have background checks, but other people who frequent the neighborhood don't saying despite the required background check, crime in and around public housing properties is rampant.
  - "The police come by but they harass the wrong people. I call the police to come by and they harass me and my guests. The police harass the residents, not the people causing the problems."
  - "It's not the place, it's the people. You can have a perfect neighborhood but you have the wrong people, it doesn't matter how nice the neighborhood. "
  - Several of the focus group participants talked about basic improvements that would make neighborhoods safer, such as cleaning up trash, enhanced lighting, pedestrian crosswalks, cleaning up parks where homeless people stay are all critical and were cited continuously in all focus groups.
  - One resident who lives close to the Strip explained her neighborhood is frequently affected by crime: "I work at Sands Expo at Swenson and Twain. My neighborhood is full of prostitutes, but we have a lot of police right there. The walking distance coming from the Strip and all that. The cops patrol that area because I'm right down the street from the Strip. There is still a lot of crime; there were stabbings at the corner store. The upside to the crime is that we have a steady police presence."

- My neighborhood isn't safe. Someone tried to break into my house and broke the window. SNRHA has yet to replace it. There's this little latch and you can pop the window open. I'm glad I work nights [so I'm not home when they break in]."
- One resident shared a story where her son was seriously injured and hospitalized recently: "My son was robbed and 2 grown men jumped him and broke his back."
- In terms of pedestrian safety, residents do not feel safe walking and biking to nearby destinations. "I walk to school to save gas. The speed limit at the school is 15 mph. You can tell it used to be a walkway for kids, but they tarred over it. Cars zoom right past kids, we wait until traffic is completely clear. Cars go too fast even in school zones."
- Development patterns also contribute to inconvenience and unsafe conditions for pedestrians due to long blocks and wide lanes. One resident shared: "I have to cross in the middle of the street because the crosswalk is a mile away. The police stopped me for jaywalking. The blocks are really long; there is no place to cross. If there is a bus stop on the other side of the street, what are you supposed to do?"
- One LEP participant shared that there are problems with car accidents at nearby intersections and he stood outside with a sign asking people to stop on red and stop texting while driving.
- "Pedestrians are getting hit and killed because cars are zooming by and not respecting crosswalks."
- A desire to accommodate bicycles was also supported from several LEP respondents. One participant said "We should be more like China, full of bicycles."
- LEP respondents identified several desired improvements including: pedestrian safety, reducing crime and drug use and prostitution around Fremont Street.

- **Access to good schools is a priority but with limited choices for where low income families can live, parents are forced to keep their kids in low performing schools.**
  - Some residents chose their neighborhood based on school performance. Not having access to a quality school is devastating for many parents who live in SNRHA properties who participated in the focus groups.
  - Some participants mentioned that they moved here due to Hurricane Katrina several years ago. One mother recently sent her teenage son back to Louisiana to live with her brother because he was getting in trouble and she couldn't keep him in school and away from the negative influences in the neighborhood.

- **Improvements are not being prioritized in areas that need it most, especially the westside and eastside, which are considered less desirable, but home to SNRHA properties and other less expensive housing options.**
  - Residents consistently associate undesirable neighborhoods with the valley's urban neighborhoods. "I'd rather be anywhere else. My brother lives 2 doors down and walks around with a lot of drug dealers, it's nasty. I'd prefer to live in

the outskirts of Vegas. I don't like to live in the urban inside area; I'd like to live out."
  - I'd rather live in Summerlin or Green Valley.
  - One resident felt the historic Westside needs to be prioritized, a traditionally African American neighborhood. "Clean up the Westside, stop taking the taxpayer money and spending it elsewhere."

- **Transportation services are inconvenient and unreliable.**
  - Some residents who live on principle transportation corridors and travel to the Strip or other central locations for work were satisfied with transit service. However the majority cited complaints, including unreliable service, infrequent service, too many transfers, not enough direct service.
  - The cost of some routes was also said to be higher and a disproportionate burden for workers on the Strip. "It's $8 for a 24 hour pass on the Strip, but everywhere else is $5. I worked on the Strip and had to pay more to get to work."
  - Safety for bicyclists and pedestrians was reiterated during the transportation discussion. "I get on a bicycle. I use the sidewalk. Drivers are super unsafe. Even when there are bike lanes? Yes, I've been hit and it's not safe to be on the street. Drivers don't follow the rules."
  - LEP participants voiced a need for more bike access: "I would like to see more bike lanes; they've already started adding some in my neighborhood but they should add them all over Las Vegas; I walk everywhere."
  - Support for more transportation choices and access in general, including more taxis, more bus routes and more frequent bus service along major streets.
  - Participants with disabilities also voiced dissatisfaction with bus service, saying that bus drivers are lazy and not paying attention to people waiting, they are often late or change the time without notifying riders or updating schedules.

- **Lack of healthy food options exist in urban core neighborhoods**
  - Residents cited that although there are some grocery stores in their neighborhood, "the quality of the meat isn't good, they don't have fresh food. Meat doesn't look good. I've bought chicken that is spoiled and the prices are high."
  - Grocery stores in urban neighborhoods close earlier, due to potential safety issues or perceptions of safety issues, limiting options. "No grocery store close to me. I have to drive to Charleston and Rancho or MLK and Lake Mead to Mario's or Dollar General and both of those close at 9 or 10." (Many grocery stores in Las Vegas are open 24 hours).
  - The majority of LEP respondents said they have access to fresh produce and healthy food near where they live. One respondent who lives in the suburbs mentioned wanting to have more Latin supermarkets in the suburbs.

- **Amenities exist but may not be maintained, or aren't inviting, safe places for families.**
    - Although there is access to parks, libraries and other services in many areas in the urban core, the quality and cleanliness and overall maintenance inhibit their use. "I'd like to see a clean park, no homeless people; there are grown men on children's swings, smoking, doing drugs."
    - One of the blind participants said there were no braille books at the libraries, so she doesn't frequent them, but there are libraries near her.
    - Residents also talked about availability of events and summer camps for kids but that there is a need for more free programs, activities and amenities. Some activities are also removed from urban neighborhoods and residents don't have cars and can't get public transportation to some venues.
    - Daycare and preschool were also discussed. More convenient daycare locations and free or less expensive daycare options were desired.

- **Participants shared some undertones of racial discrimination, but in isolated cases.**
    - One Hispanic participant talked about tension in his neighborhood and feeling targeted by Caucasian residents for parking his car in front of someone else's house. Neighborhoods called the HOA and he got tickets due to their complaints.
    - Another participant talked about having more events for specific groups in saying: "If you go to a park and you are a black person, you want to be around your own people, have a party. Not just 2 or 3 people. There aren't sufficient events here for black people. In California there were jazz festivals, concerts. We don't have that here."
    - An LEP participant shared: "I think everything is okay sometimes, but then the police allow themselves to be guided by racial biases and they don't trust our community; just because of a few bad ones, they don't trust us; there's a lot of discrimination." This group also talked about a concern regarding police corruption.

- **Living in a predominantly Hispanic neighborhood is important for immigrants, but not for first generation Americans.**
    - Although Hispanic participants noted having access to Latino groceries and cultural events was important, all groups stated it was not important for them to live near people of their ethnicity or race, except for more recent immigrants. Other factors were more important such as, family friendly environment, amenities, safety and price. "Yes, it is important to live close to other Latinos due to the language barrier. It was more comfortable [for me] to live near other Latinos when I first arrived here. I had to change my mentality and I've been here 9 years now."
      "Si es importante [vivir proximo a otros latinos] por la cuestión de llegar aqui sin hablar inglés. Fue un poco mas cómodo, la cuestión cultural y ha sido importante vivir entre gente latina. Tuve que cambiar mi mentalidad [cuando llegué aqui en los EUA], y ya estoy aqui 9 anos."

- The LEP Hispanic group respondents shared several examples of finding housing options through family members, Hispanic realtors and friends but also through advertising in a local Hispanic paper. One participant specifically said living in the Hispanic part of town and near Hispanic commercial offerings was part of his decision to live where he does.
- For younger Hispanic generation who was born in the US, this is less important, citing safety and proximity to other conveniences as more important than being near other Hispanics.

- **Young Hispanic adults seem to be living with parents and grandparents and sharing costs into early adulthood.**
  - Many participants in the Hispanic focus group were young adults who did not select their housing choice because they live with other family members who chose where they live. Results were somewhat limited based on this issue.

- **Asian participants voiced the need for housing options for extended family and to accommodate cultural traditions.**
  - Participants in the APIAN focus group described the need for more options to accommodate extended family, but not having to live together. "We need more options to accommodate extended Asian family. It's not a house with 5 bedrooms and 5 bathrooms. We need cottages, triplex, 4 plex, you can't buy those; they are only for rent and you can't control who lives next to you."

- **Access to and quality of local medical services were not a concern for most focus groups, although the LEP group shared more concerns.**
  - Several participants said they do not have medical services or a hospital nearby.
  - One participant shared "I live near Guadalupe Clinic and its good-for-nothing, so there's really nothing nearby; for emergencies I don't have a close place to go."
  - Another LEP participant shared: "Health care is too expensive and health services are like a third-world country."
  - Some participants seemed concerned about their ability to access services possibly due to undocumented status based on comments such as: "I feel like I won't get served at the hospital nearest me" and "I don't know which hospital has to serve me by law." These comments could indicate the respondent wasn't sure if they could get service based on income status, legal status or other discrimination.
  - One respondent shared a positive experience at the local County hospital and said Sunrise Hospital wouldn't serve her because she was undocumented but then she applied for emergency Medicaid at UMC. She said "everything depends on the doctors and not the hospital itself."

- **Community pride and sense of neighborhood identity are present, even in areas with a stigma, although people with disabilities feel less so.**
  - One LEP participant shared "My neighborhood has a bad reputation; a taxi wouldn't drop off my sister once; I don't feel like it's a scary neighborhood."
  - Most focus group participants were happy with their current living situation, except for Housing Authority residents.
  - People with disabilities shared that they get stared at and that people are curious and nosey about their disabilities.

- **Participants with disabilities mentioned some inconveniences, but voiced similar concerns to other focus group participants.**
  - One blind participant did say safety was a concern in terms of feeling comfortable accessing parks and rec areas. Getting to them was also challenging.
  - Another participant with a disability explained that getting in and out of the shower and doorways in her current unit was difficult.

9. IMPEDIMENTS & ACTIONS TO FURTHER FAIR HOUSING

- **Lack of fair housing enforcement in Nevada.** Nevada is one of the few states in the country that has no statewide enforcement agency for fair housing violations. Violations are reported to Silver State Fair Housing Agency, a non-profit organization, but then are forwarded to HUD. In others states, an additional regulatory presence at the state level is dedicated to enforcement issues which increases emphasis and prioritizes fair housing at the state and local level.

  Action: *Advocate for statewide fair housing enforcement to support localities and regions to proactively advocate for fair housing and raise awareness about its importance.*

  Action: *Identify funding sources for fair housing non-profits, government agencies and other fair housing organizations, to enhance enforcement of fair housing laws and fair housing advocacy, including funding for the Nevada Equal Rights Commission.*

  Action: *Build support for Nevada's Attorney General Office to prosecute fair housing violations cases.*

  Action: *Conduct testing to determine if there is steering of Hispanic households in the City of Henderson, Asians in the City of North Las Vegas, and minorities in Boulder City and the nearby areas of Clark County to particular neighborhoods as referenced in Chapter 4.*

- **Lack of awareness and understanding of social equity and policies that affect inequality.** Through the Sustainable Communities Initiative-funded Southern Nevada Strong regional planning project, many stakeholders were introduced for the first time to the concept of social equity—ensuring that all members of a community have access to opportunities to succeed socially, economically and physically.

  The Southern Nevada Strong Public Engagement & Equity Task Group identified a variety of strategies to improve public engagement with marginalized groups as the first step in considering the needs of these populations to include them in public policy decisions and connect them to resources.

  The project also connected the region to national speakers on the importance of social equity to growing the region's economy, however understanding of this subject and attitudes surrounding the topic are still forming and there are not clear advocates at this time to continue the momentum to emphasize social equity in public sector decision making.

  Action: *Analyze policy decisions and capital improvements for their potential to disproportionately impact people of color and other protected classes.*

Action: *Commit to the range of public outreach techniques suggested through the Southern Nevada Strong Regional Plan to ensure participating in public sector decision making is designed to include vulnerable populations.*

Action: *Continue to invite local, state-wide and nationally recognized speakers and leaders that have developed Equity Atlases and other tools to directly and proactively address social equity.*

- **Lack of housing choice for people living in public housing and a general dissatisfaction of quality, safety and locations of some public housing properties and neighborhoods.** Participants shared that they don't get a choice for where they live when they are on subsidized housing, and if they don't take the first or second option provided by the Housing Authority, they are no longer eligible for housing assistance. Participants clearly preferred being able to choose through a program like the voucher program; however, it is very difficult to achieve eligibility status and some residents described being on a waiting list for six or eight years.

  Public housing properties are many times concentrated in racially and ethnically-concentrated areas of poverty and experience higher crime rates, lower school test scores and are underserved in terms of amenities and services. Through the focus groups, residents in public housing properties raised startling concerns over the conditions of properties, maintenance and quality of life.

  Action: *Continue to encourage the Southern Nevada Housing Authority, non-profit affordable housing developers, and local governments to advocate for and locate affordable housing in areas of high opportunity to deconcentrate poverty and connect low income people to great schools, parks and other amenities.*

  Action: *Support funding initiatives to provide improvements to current Southern Nevada Housing Authority properties, through partnerships with non-profits and other public/private partnerships to provide prompt responses to property management issues.*

  Action: *Promote, encourage and expand self-sufficiency programs to Southern Nevada Housing Authority residents.*

  Action: *Support the Housing Authority's programs and efforts to expand funding and public-private partnership opportunities.*

- **Lack of diversity in leadership positions at all levels of government.** Expanding minority representation in public forums can enhance decisions to reflect the needs of a diverse population. A minority middle class is especially important as it tends

to provide employment opportunities and leadership opportunities for other minorities, who often have experienced exclusion themselves and as a result have a stronger commitment to equity (Benner, Pastor 156-157).

Action: *Support minority leadership through the Urban Chamber, Latin Chamber and Asian Chamber.*

Action: *Cultivate minority leadership in high schools, higher education, local governments and private companies with strong diversity programs.*

Action: *Encourage local government, city councils and the County Commission to consider representative leadership in appointments they make to boards, councils and committees, and to consider creative ways to advertise and recruit for these appointments.*

- **A lack of regional governance.** Southern Nevada has limited funding for regional planning for a population of 2 million residents. The region has no Council of Governments or Regional Council to address regional priorities. 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 (Southern Nevada Strong Regional Plan). Working regionally is important to reduce inequity and promote social justice because drivers of urban poverty, and solutions to reduce it, are not confined to the neighborhoods where urban distress is experienced. As Orfield (2009) describes:

  > Regional governance intuitions can be engines of smart growth, capable of distributing benefits of growth more equitably by streamlining land use, transportation, housing and economic development policies at the regional scale. Regional institutions can ameliorate the harmful effects of political fragmentation, producing much better outcomes for sprawl, racial segregation, job growth and fiscal equity.

  Action: *Encourage leaders of urban and low income areas to collaborate with regional leaders in the public and private sectors to develop shared priorities for economic growth and prosperity for all Southern Nevadans.*

  Action: *Support and enhance regional governance structures through implementation efforts of Southern Nevada Strong as the Regional Transportation Commission of Southern Nevada transitions as core administrator of the Regional Plan.*

  Action: *Promote the Regional Housing Authority Governance Board as a regional body on issues of housing.*

- **Lower usage of Housing Choice Vouchers in areas of high opportunity.** Although Housing Choice Voucher usage is distributed throughout the region, there are areas of high opportunity with very low usage of vouchers, or very low usage among certain racial and ethnic groups. During focus groups conducted to gather input to develop this Regional Analysis of Impediments, some Housing Choice Voucher holders cited difficulty in finding apartments in 'Caucasian' neighborhoods in saying they purposefully do not advertise widely. Residents had to drive around suburban neighborhoods to get phone numbers to call to check availability and eligibility.

  Action: *Encourage participating property owners to advertise Housing Choice Voucher eligible properties in ethnic and racial papers (such as the Urban Voice, El Tiempo, El Mundo-Las Vegas Newspaper) and radio stations (such as KCEP/Power 88, KISF/La Neuva 103.5, and KRRN/Super Estrella).*

  Action: *Encourage the Southern Nevada Housing Authority and other fair housing advocates to assist residents to research housing options in a variety of neighborhoods throughout the region.*

  Action: *Support the Regional Transportation Commission to secure funding for the expansion, operation and maintenance of transit systems and routes (from the Southern Nevada Strong Regional Plan) in order to allow transit-dependent residents more flexibility in housing choice.*

  Action: *Consider partnerships between the RTC and private developers to create Park & Ride facilitates in outlying areas that could provide access to express transit services and reduce travel time (from the Southern Nevada Strong Regional Plan).*

  Action: *Promote the use of NVHousingSearch.org to potential residents, landlords, and property managers as a comprehensive tool for locating and advertising affordable homes.*

  Action: *Encourage the purchase of "scattered site" properties in higher opportunity areas. "Scattered site" refers to residences owned by the Housing Authority which are not part of a larger project site, but rather are located within existing neighborhoods.*

  Action: *Provide more education for landlords and rental complex managers to learn the benefits of accepting Housing Choice Vouchers.*

- **Poor quality schools near lower income areas.** During focus group sessions with protected class residents, participants shared that they chose their neighborhood based on school performance. Not having access to a quality school is devastating for many parents who participated. Access to good schools is a priority and with limited

choices for where low income families can live, parents are forced to keep their kids in low performing schools.

Action: *Ensure a wide range of housing options, including affordable housing options, are available near the best performing private and public schools throughout the region. Enlist the business community, fair housing advocates, local governments, educators and parents to counteract NIMBYism.*

Action: *Work with the Clark County School District to increase school transfer mobility by expanding school transfer and school choice programs.*

Action: *Work closely with the Clark County School District Real Property Management Division, local governments and developers to develop thoughtful school and service siting criteria.*

- **Discrimination against all protected classes, including minority races and ethnicities, people with disabilities, and families with children, especially young children or teens.** Multiple participants in the focus group of families with children explained that all rental properties ask if you have kids and pets. One participant shared: "I've been turned down several times for having kids." Another resident cited that she has four kids and some properties turned her down for having more than 1 or 2. In many cases, higher deposits or other fees are required for families with small children. "They [property management companies/landlords] asked: how old are your children?" The property would then require a higher deposit than what they had advertised because they said "small kids destroy stuff."

  Action: *Conduct trainings and presentations directed to property management companies, local governments, landlords, real estate associations and publications to address discrimination.*

  Action: *Enforce regulations to protect from discrimination.*

  Action: *Expand the existing ad campaign to include rental magazines and related publications and online sources to educate prospective renters of fair housing violations and direct them to Silver State Fair Housing Agency for complaints.*

- **Inconvenient and unreliable transportation services.** Some residents who live on principle transportation corridors and travel to the Strip or other central locations for work were satisfied with transit service. However the majority cited complaints, including unreliable service, infrequent service, too many transfers, not enough direct service.

  Action: *Locate affordable and senior housing near existing and future transit corridors.*

- **Lack of personal safety and pedestrian/bicyclist safety in racially and ethnically concentrated areas of poverty.** Safety was cited by focus group participants as one of the top priorities in selecting where residents live. Development patterns also contribute to inconvenience and unsafe conditions for pedestrians due to long blocks and wide lanes. Several of the focus group participants talked about basic improvements that would make neighborhoods safer, such as cleaning up trash, enhanced lighting, pedestrian crosswalks, cleaning up parks where homeless people stay are all critical and were cited continuously in all focus groups.

  Action: *Pursue the objectives in the Southern Nevada Strong Regional Plan in the Increasing Transportation Choice element, such as:*

  - *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.*
  - *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.*
  - *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.*
  - *Enhance safety for marginalized groups, taking into consideration the particular needs of vulnerable populations, such as the homeless, unemployed, underemployed and other marginalized groups.*
  - *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.*
  - *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.*
  - *Develop a regionally-shared traffic safety database.*
  - *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.*
  - *Establish an off-street bicycle parking policy, which considers security, placement, quality of facilities, and provision of signs directing bicyclists to the parking facilities.*

- *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.*
- *Revise and adopt regional and local design standards to include multi-modal street design, safety and improved access management.*
- *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.*
- *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.*

- **Public reinvestment needs to be prioritized in lower-income areas.** Residents consistently associate undesirable neighborhoods with the valley's urban neighborhoods.

  Action: *Implement the Southern Nevada Strong Preferred Land Use Vision to emphasize redevelopment of the region's downtowns, prioritizing existing neighborhoods and infill development.*

  Action: *Prioritize maintenance of public facilitates in low and moderate income neighborhoods to ensure they are inviting, safe places for families and remain relevant as changing demographics and demand shift.*

  Action: *Support the Southern Nevada Strong Regional Plan Goal to Stabilize and strengthen existing neighborhoods through placemaking improvements.*

- **Lack of options for extended family and cultural traditions.** Hispanic and Asian focus group participants cited different needs in housing options to accommodate socioeconomic and cultural needs. Some families reported housing multiple generations in one unit; others cited the need for conjoined but separate living quarters. Additionally, Hispanics with LED lack access to information on housing opportunities. This input supports the Southern Nevada Strong Regional Plan policies to ensure a wide variety of housing options are availability for all incomes and stages of life.

  Action: *Support the Southern Nevada Strong Regional Plan Invest in Complete Communities goals, objectives and strategies.*

Action: *Coordinate with Spanish LED support services to promote the dissemination of information on homeownership and rental opportunities for the Spanish LED community.*

Action: *Develop new lines of communication across jurisdictions with residents to inform them of their rights and how they can deal with housing challenges.*

- **Shortage of knowledge and available research in all areas related to fair housing.** There is a critical lack of understanding on the importance of fair housing and its effects on our region as a whole. Additionally, data does not exist in certain areas related to fair housing practices that make it difficult to understand whether these areas are affecting fair housing choice in our region. These include a more thorough understanding of unfair loan practices and real estate steering by race or ethnicity, disability or family composition.

  Action: *Continue to expand the role of non-profits and academic institutions in testing and researching these areas to find out if impediments do exist and to suggest further action items to remedy the situation.*

  Action: *Expand training by HUD and fair housing experts, to educate elected officials, local government employees who influence fair housing (planners, building inspectors, neighborhood services and housing workers), real estate professionals, and property managers.*

  Action: *Partner with UNLV and other academic researchers to provide necessary research and data for fair housing.*

  Action: *Increase information sharing capabilities for the SNRHA and all local agencies that provide public housing assistance in order to more effectively understand our region's needs.*

- **Few affordable housing options for residents who do not qualify for public assistance but still fall into protected groups.** There are many residents in the region who are looking for private housing – whether to rent or own – who are not able to find affordable options in high opportunity areas. To affirmatively further fair housing, minority households of modest incomes need access to the higher opportunities in these higher opportunity tracts if they are to attain upward mobility.

  Action: *The jurisdictions need to research the recommendations given in Chapter 6, which would increase the affordable housing options across Southern Nevada and take the necessary steps to amend their Zoning Codes and Comprehensive Plans to support these changes.*

Action: *Support the Southern Nevada Strong Regional Plan Goal to encourage an adequate supply of housing with a range of price, income, density, ownership and building types.*

Action: *Encourage state and local government agencies to utilize the Southern Nevada Public Lands Management Act, Section 7(b), Affordable Housing Disposals, to locate affordable housing developments on land that has been identified as suitable for disposal by BLM.*

- **Outdated zoning code regulations.** Most of the jurisdictions contain outdated language in reference to community residences for the disabled. Many of these are simply code language changes that are necessary to make sure the region is furthering fair housing for these groups. Additionally, the jurisdictions could require inclusionary zoning for affordable units, especially for very low-income residents.

Action: *The jurisdictions should research and revise their Community Residence zoning sections to comply with recent court opinions. Chapter 6 identifies language that should be reviewed for modification.*

Action: *The jurisdictions should analyze their affordability status and their density regulations in order to ensure they aren't unintentionally limiting housing choice.*

APPENDIX

A. NV HMDA CONVENTIONAL AND FHA COMPLETE LOAN TABLES 2011-2012, ALL JURISDICTIONS

Unincorporated Clark County: Results of Applications for Conventional Home Mortgages, 2011–2012										
Reporting Year: 2012										
Race/Ethnicity	Total Applications	Number Issued	Approved Not Accepted	Number Denied	Withdrawn	Closed Incomplete	Percent Issued	Percent Denied	Percent Withdrawn	Percent Incomplete
Hispanic of Any Race	384	252	13	87	26	6	65.6%	22.7%	6.8%	1.6%
American Indian or Alaskan Eskimo	12	8	1	3	0	0	66.7%	25.0%	0.0%	0.0%
Asian	729	478	30	133	71	17	65.6%	18.2%	9.7%	2.3%
Black or African American	119	75	3	26	14	1	63.0%	21.8%	11.8%	0.8%
Native Hawaiian / Pacific Islander	63	41	4	15	2	1	65.1%	23.8%	3.2%	1.6%
White (non–Hispanic)	1,979	1,340	110	344	157	28	67.7%	17.4%	7.9%	1.4%
Race Unknown	316	182	24	60	37	13	57.6%	19.0%	11.7%	4.1%
All Men	2,235	1,504	112	397	194	28	67.3%	17.8%	8.7%	1.3%
All Women	1,172	785	50	225	87	25	67.0%	19.2%	7.4%	2.1%
Total (Does Not Include Gender Rows)	3,602	4,665	347	1,290	588	119	129.5%	35.8%	16.3%	3.3%
Reporting Year: 2011										
Race/Ethnicity	Total Applications	Number Issued	Approved Not Accepted	Number Denied	Withdrawn	Closed Incomplete	Percent Issued	Percent Denied	Percent Withdrawn	Percent Incomplete
Hispanic of Any Race	197	125	11	40	15	6	63.5%	20.3%	7.6%	3.0%
American Indian or Alaskan	6	0	4	2			0.0%	33.3%	0.0%	0.0%
Asian	189	124	13	29	18	5	65.6%	15.3%	9.5%	2.6%
Black or African American	25	11	3	6	4	1	44.0%	24.0%	16.0%	4.0%
Native Hawaiian / Pacific Islander	11	7	2	1	1		63.6%	9.1%	9.1%	0.0%
White (non–Hispanic)	554	359	37	91	56	11	64.8%	16.4%	10.1%	2.0%
Race Unknown	72	41	6	14	7	4	56.9%	19.4%	9.7%	5.6%
All Men	644	412	49	111	58	14	64.0%	17.2%	9.0%	2.2%
All Woman	364	231	22	62	40	9	63.5%	17.0%	11.0%	2.5%
Total (Does Not Include Gender Rows)	1,054	667	76	183	101	27	63.3%	17.4%	9.6%	2.6%

Source: Home Mortgage Disclosure Act Table 4–2 for Unincorporated Clark County, Nevada. Data provided by Reinvestment Partners.

Unincorporated Clark County: Results of Applications for FHA, FSA/RHS, and VA Home Mortgages Home Mortgages, 2011–2012

Reporting Year: 2012

Race/Ethnicity	Total Applications	Number Issued	Approved Not Accepted	Number Denied	Withdrawn	Closed Incomplete	Percent Issued	Percent Denied	Percent Withdrawn	Percent Incomplete
Hispanic of Any Race	1,709	1,084	51	320	233	21	63.4%	18.7%	13.6%	1.2%
American Indian or Alaskan Eskimo	17	10	1	6	0	0	58.8%	35.3%	0.0%	0.0%
Asian	934	620	39	174	84	17	66.4%	18.6%	9.0%	1.8%
Black or African American	377	251	6	69	44	7	66.6%	18.3%	11.7%	1.9%
Native Hawaiian / Pacific Islander	167	119	7	27	13	1	71.3%	16.2%	7.8%	0.6%
White (non–Hispanic)	3,260	2,264	128	520	307	41	69.4%	16.0%	9.4%	1.3%
Race Unknown	510	314	27	116	46	7	61.6%	22.7%	9.0%	1.4%
All Men	4,242	2,908	152	711	417	54	68.6%	16.8%	9.8%	1.3%
All Women	2,457	1,626	82	439	275	35	66.2%	17.9%	11.2%	1.4%
Total (Does Not Include Gender Rows)	6,974	4,662	259	1,232	727	94	66.8%	17.7%	10.4%	1.3%

Reporting Year: 2011

Race/Ethnicity	Total Applications	Number Issued	Approved Not Accepted	Number Denied	Withdrawn	Closed Incomplete	Percent Issued	Percent Denied	Percent Withdrawn	Percent Incomplete
Hispanic of Any Race	1,042	695	58	153	109	27	66.7%	14.7%	10.5%	2.6%
American Indian or Alaskan	9	5	1	1	2	0	55.6%	11.1%	22.2%	0.0%
Asian	221	140	11	42	21	7	63.3%	19.0%	9.5%	3.2%
Black or African American	117	80	7	18	12	0	68.4%	15.4%	10.3%	0.0%
Native Hawaiian / Pacific Islander	47	33	3	5	5	1	70.2%	10.6%	10.6%	2.1%
White (non–Hispanic)	1,114	807	41	139	112	15	72.4%	12.5%	10.1%	1.3%
Race Unknown	136	71	9	38	17	1	52.2%	27.9%	12.5%	0.7%
All Men	1,577	1,074	77	233	161	32	68.1%	14.8%	10.2%	2.0%
All Woman	1,026	711	49	141	107	18	69.3%	13.7%	10.4%	1.8%
Total (Does Not Include Gender Rows)	2,686	1,831	130	396	278	101	68.2%	14.7%	10.3%	3.8%

Source: Home Mortgage Disclosure Act Table 4–1 for Unincorporated Clark County, Nevada. Data provided by Reinvestment Partners.

Las Vegas: Results of Applications for Conventional Home Mortgages, 2011–2012										
Reporting Year: 2012										
Race/Ethnicity	**Total Applications**	**Number Issued**	**Percent Issued**	**Approved Not Accepted**	**Number Denied**	**Percent Denied**	**Withdrawn**	**Percent Withdrawn**	**Closed Incomplete**	**Percent Incomplete**
Hispanic of Any Race	260	154	59.2%	8	60	23.1%	36	13.8%	2	0.8%
American Indian or Alaskan Eskimo	8	3	37.5%	2	2	25.0%	1	12.5%	0	0.0%
Asian	214	127	59.3%	11	46	21.5%	23	10.7%	7	3.3%
Black or African American	88	56	63.6%	7	12	13.6%	10	11.4%	3	3.4%
Native Hawaiian / Pacific Islander	19	14	73.7%	0	3	15.8%	2	10.5%	0	0.0%
White (non–Hispanic)	1,682	1,176	69.9%	105	244	14.5%	132	7.8%	25	1.5%
Race Unknown	205	107	52.2%	12	51	24.9%	25	12.2%	10	4.9%
All Men	1,547	1,046	67.6%	84	254	16.4%	139	9.0%	24	1.6%
All Women	799	528	66.1%	53	132	16.5%	71	8.9%	15	1.9%
Total (Does Not Include Gender Rows)	2,476	1,637	66.1%	145	418	16.9%	229	9.2%	47	1.9%
Reporting Year: 2011										
Race/Ethnicity	**Total Applications**	**Number Issued**	**Percent Issued**	**Approved Not Accepted**	**Number Denied**	**Percent Denied**	**Withdrawn**	**Percent Withdrawn**	**Closed Incomplete**	**Percent Incomplete**
Hispanic of Any Race	107	61	57.0%	4	25	23.4%	14	13.1%	3	2.8%
American Indian or Alaskan	6	3	50.0%	0	2	33.3%	1	16.7%		0.0%
Asian	92	60	65.2%	6	12	13.0%	11	12.0%	3	3.3%
Black or African American	21	13	61.9%	2	2	9.5%	4	19.0%	0	0.0%
Native Hawaiian / Pacific Islander	12	9	75.0%	0	2	16.7%	1	8.3%	0	0.0%
White (non–Hispanic)	648	428	66.0%	52	96	14.8%	56	8.6%	16	2.5%
Race Unknown	70	40	57.1%	3	21	30.0%	5	7.1%	1	1.4%
All Men	582	382	65.6%	43	91	15.6%	54	9.3%	12	2.1%
All Woman	343	215	62.7%	23	61	17.8%	34	9.9%	10	2.9%
Total (Does Not Include Gender Rows)	956	614	64.2%	67	160	16.7%	92	9.6%	23	2.4%

Source: Home Mortgage Disclosure Act Table 4–2 for Las Vegas, Nevada. Data provided by Reinvestment Partners.

Las Vegas: Results of Applications for FHA, FSA/RHS, and VA Home Mortgages Home Mortgages, 2011–2012										
Reporting Year: 2012										
Race/Ethnicity	**Total Applications**	**Number Issued**	**Percent Issued**	**Approved Not Accepted**	**Number Denied**	**Percent Denied**	**Withdrawn**	**Percent Withdrawn**	**Closed Incomplete**	**Percent Incomplete**
Hispanic of Any Race	869	561	64.6%	20	147	16.9%	127	14.6%	14	1.6%
American Indian or Alaskan Eskimo	20	13	65.0%	0	5	25.0%	2	10.0%	0	0.0%
Asian	247	159	64.4%	5	54	21.9%	27	10.9%	2	0.8%
Black or African American	265	160	60.4%	20	63	23.8%	18	6.8%	4	1.5%
Native Hawaiian / Pacific Islander	54	34	63.0%	2	7	13.0%	10	18.5%	1	1.9%
White (non–Hispanic)	2,442	1,751	71.7%	89	365	14.9%	215	8.8%	22	0.9%
Race Unknown	370	222	60.0%	12	87	23.5%	44	11.9%	5	1.4%
All Men	2,727	1,873	68.7%	91	449	16.5%	280	10.3%	34	1.2%
All Women	1,346	920	68.4%	44	231	17.2%	140	10.4%	11	0.8%
Total (Does Not Include Gender Rows)	4,267	2,900	68.0%	148	728	17.1%	443	10.4%	48	1.1%
Reporting Year: 2011										
Race/Ethnicity	**Total Applications**	**Number Issued**	**Percent Issued**	**Approved Not Accepted**	**Number Denied**	**Percent Denied**	**Withdrawn**	**Percent Withdrawn**	**Closed Incomplete**	**Percent Incomplete**
Hispanic of Any Race	460	304	66.1%	21	72	15.7%	53	11.5%	10	2.2%
American Indian or Alaskan	3	2	66.7%		1	33.3%	0	0.0%	0	0.0%
Asian	101	65	64.4%	10	16	15.8%	9	8.9%	1	1.0%
Black or African American	90	58	64.4%	6	20	22.2%	4	4.4%	2	2.2%
Native Hawaiian / Pacific Islander	20	14	70.0%	3	1	5.0%	2	10.0%	0	0.0%
White (non–Hispanic)	915	630	68.9%	45	122	13.3%	104	11.4%	14	1.5%
Race Unknown	117	69	59.0%	6	18	15.4%	21	#REF!	3	2.6%
All Men	1,046	720	68.8%	50	148	14.1%	108	10.3%	20	1.9%
All Woman	588	374	63.6%	37	95	16.2%	74	12.6%	8	1.4%
Total (Does Not Include Gender Rows)	1,706	1,142	66.9%	91	250	14.7%	193	11.3%	30	1.8%

Source: Home Mortgage Disclosure Act Table 4–1 for Las Vegas, Nevada. Data provided by Reinvestment Partners.

Henderson: Results of Applications for Conventional Home Mortgages, 2011–2012										
Reporting Year: 2012										
Race/Ethnicity	**Total Applications**	**Number Issued**	**Percent Issued**	**Approved Not Accepted**	**Number Denied**	**Percent Denied**	**Withdrawn**	**Percent Withdrawn**	**Closed Incomplete**	**Percent Incomplete**
Hispanic of Any Race	122	72	59.0%	6	29	23.8%	14	11.5%	1	0.8%
American Indian or Alaskan Eskimo	7	2	28.6%	0	3	42.9%	1	14.3%	1	14.3%
Asian	154	108	70.1%	4	20	13.0%	18	11.7%	4	2.6%
Black or African American	24	13	54.2%	2	4	16.7%	5	20.8%		0.0%
Native Hawaiian / Pacific Islander	17	11	64.7%	0	3	17.6%	3	17.6%	0	0.0%
White (non–Hispanic)	1,450	1,054	72.7%	58	202	13.9%	110	7.6%	26	1.8%
Race Unknown	173	111	64.2%	1	29	16.8%	25	14.5%	7	4.0%
All Men	1,337	953	71.3%	55	198	14.8%	107	8.0%	24	1.8%
All Women	502	348	69.3%	15	68	13.5%	60	12.0%	11	2.2%
Total (Does Not Include Gender Rows)	1,947	1,371	70.4%	71	290	14.9%	176	9.0%	39	2.0%
Reporting Year: 2011										
Race/Ethnicity	**Total Applications**	**Number Issued**	**Percent Issued**	**Approved Not Accepted**	**Number Denied**	**Percent Denied**	**Withdrawn**	**Percent Withdrawn**	**Closed Incomplete**	**Percent Incomplete**
Hispanic of Any Race	47	30	63.8%	1	11	23.4%	4	8.5%	1	2.1%
American Indian or Alaskan	3	1	33.3%	1		0.0%	1	33.3%		0.0%
Asian	48	32	66.7%		10	20.8%	4	8.3%	2	4.2%
Black or African American	9	8	88.9%	0	0	0.0%	1	11.1%	0	0.0%
Native Hawaiian / Pacific Islander	8	3	37.5%	1	2	25.0%	2	25.0%	0	0.0%
White (non–Hispanic)	396	278	70.2%	27	51	12.9%	33	8.3%	7	1.8%
Race Unknown	50	37	74.0%	3	7	14.0%	2	4.0%	1	2.0%
All Men	330	221	67.0%	22	50	15.2%	32	9.7%	5	1.5%
All Woman	194	141	72.7%	10	26	13.4%	13	6.7%	4	2.1%
Total (Does Not Include Gender Rows)	561	389	69.3%	33	81	14.4%	47	8.4%	11	2.0%

Source: Home Mortgage Disclosure Act Table 4–2 for Henderson, Nevada. Data provided by Reinvestment Partners.

Henderson: Results of Applications for FHA, FSA/RHS, and VA Home Mortgages Home Mortgages, 2011–2012										
Reporting Year: 2012										
Race/Ethnicity	Total Applications	Number Issued	Percent Issued	Approved Not Accepted	Number Denied	Percent Denied	Withdrawn	Percent Withdrawn	Closed Incomplete	Percent Incomplete
Hispanic of Any Race	257	180	70.0%	7	46	17.9%	23	8.9%	1	0.4%
American Indian or Alaskan Eskimo	4	2	50.0%	0	2	50.0%	0	0.0%	0	0.0%
Asian	135	94	69.6%	4	22	16.3%	12	8.9%	3	2.2%
Black or African American	123	86	69.9%	4	19	15.4%	14	11.4%	0	0.0%
Native Hawaiian / Pacific Islander	35	21	60.0%	1	7	20.0%	5	14.3%	1	2.9%
White (non-Hispanic)	1,781	1,272	71.4%	65	261	14.7%	167	9.4%	16	0.9%
Race Unknown	218	123	56.4%	15	54	24.8%	20	9.2%	6	2.8%
All Men	1,754	1,247	71.1%	61	266	15.2%	160	9.1%	20	1.1%
All Women	655	454	69.3%	26	104	15.9%	66	10.1%	5	0.8%
Total (Does Not Include Gender Rows)	2,553	1,778	69.6%	96	411	16.1%	241	9.4%	27	1.1%
Reporting Year: 2011										
Race/Ethnicity	Total Applications	Number Issued	Percent Issued	Approved Not Accepted	Number Denied	Percent Denied	Withdrawn	Percent Withdrawn	Closed Incomplete	Percent Incomplete
Hispanic of Any Race	170	120	70.6%	11	20	11.8%	16	9.4%	3	1.8%
American Indian or Alaskan	3	2	66.7%		1	33.3%		0.0%		0.0%
Asian	49	35	71.4%	2	9	18.4%	1	2.0%	2	4.1%
Black or African American	37	25	67.6%	3	4	10.8%	4	10.8%	1	2.7%
Native Hawaiian / Pacific Islander	15	8	53.3%	1	2	13.3%	3	20.0%	1	6.7%
White (non-Hispanic)	920	680	73.9%	40	108	11.7%	76	8.3%	16	1.7%
Race Unknown	96	65	67.7%	4	15	15.6%	10	10.4%	2	2.1%
All Men	828	605	73.1%	36	104	12.6%	68	8.2%	15	1.8%
All Woman	425	305	71.8%	23	52	12.2%	36	8.5%	9	2.1%
Total (Does Not Include Gender Rows)	1,290	935	72.5%	61	159	12.3%	110	8.5%	25	1.9%

Source: Home Mortgage Disclosure Act Table 4–1 for Henderson, Nevada. Data provided by Reinvestment Partners.

North Las Vegas: Results of Applications for Conventional Home Mortgages, 2011–2012										
Reporting Year: 2012										
Race/Ethnicity	**Total Applications**	**Number Issued**	**Percent Issued**	**Approved Not Accepted**	**Number Denied**	**Percent Denied**	**Withdrawn**	**Percent Withdrawn**	**Closed Incomplete**	**Percent Incomplete**
Hispanic of Any Race	163	114	69.9%	3	30	18.4%	15	9.2%	1	0.6%
American Indian or Alaskan Eskimo	1	1	100.0%	0	0	0.0%	0	0.0%	0	0.0%
Asian	40	28	70.0%	1	8	20.0%	3	7.5%		0.0%
Black or African American	62	45	72.6%	1	13	21.0%	2	3.2%	1	1.6%
Native Hawaiian / Pacific Islander	20	17	85.0%	0	3	15.0%	0	0.0%	0	0.0%
White (non–Hispanic)	345	253	73.3%	19	43	12.5%	26	7.5%	4	1.2%
Race Unknown	37	28	75.7%	1	7	18.9%	1	2.7%	0	0.0%
All Men	397	278	70.0%	21	68	17.1%	27	6.8%	3	0.8%
All Women	248	192	77.4%	4	30	12.1%	19	7.7%	3	1.2%
Total (Does Not Include Gender Rows)	668	486	72.8%	25	104	15.6%	47	7.0%	6	0.9%
Reporting Year: 2011										
Race/Ethnicity	**Total Applications**	**Number Issued**	**Percent Issued**	**Approved Not Accepted**	**Percent Denied**	**Number Denied**	**Withdrawn**	**Percent Withdrawn**	**Closed Incomplete**	**Percent Incomplete**
Hispanic of Any Race	29	16	55.2%	2	17.2%	5	6	20.7%	0	0.0%
American Indian or Alaskan	0	0	0.0%	0	0.0%	0	0	0.0%	0	0.0%
Asian	4	4	100.0%	0	0.0%	0	0	0.0%	0	0.0%
Black or African American	4	2	50.0%	1	25.0%	1	0	0.0%	0	0.0%
Native Hawaiian / Pacific Islander	4	3	75.0%	0	25.0%	1	0	0.0%	0	0.0%
White (non–Hispanic)	31	23	74.2%	3	3.2%	1	3	9.7%	1	3.2%
Race Unknown	9	7	77.8%	0	0.0%	0	2	22.2%		0.0%
All Men	47	32	68.1%	5	10.6%	5	4	8.5%	1	2.1%
All Woman	27	18	66.7%	1	11.1%	3	5	18.5%		0.0%
Total (Does Not Include Gender Rows)	81	55	67.9%	6	9.9%	8	11	13.6%	1	1.2%

Source: Home Mortgage Disclosure Act Table 4–2 for North Las Vegas, Nevada. Data provided by Reinvestment Partners.

North Las Vegas: Results of Applications for FHA, FSA/RHS, and VA Home Mortgages Home Mortgages, 2011–2012

Reporting Year: 2012

Race/Ethnicity	Total Applications	Number Issued	Percent Issued	Approved Not Accepted	Number Denied	Percent Denied	Withdrawn	Percent Withdrawn	Closed Incomplete	Percent Incomplete
Hispanic of Any Race	715	480	67.1%	13	134	18.7%	81	11.3%	7	1.0%
American Indian or Alaskan Eskimo	6	4	66.7%	0	2	33.3%	0	0.0%	0	0.0%
Asian	139	100	71.9%	6	21	15.1%	12	8.6%		0.0%
Black or African American	373	240	64.3%	11	88	23.6%	32	8.6%	2	0.5%
Native Hawaiian / Pacific Islander	43	31	72.1%	0	8	18.6%	3	7.0%	1	2.3%
White (non–Hispanic)	1,051	767	73.0%	38	151	14.4%	86	8.2%	9	0.9%
Race Unknown	195	123	63.1%	9	39	20.0%	19	9.7%	5	2.6%
All Men	1,582	1,098	69.4%	38	278	17.6%	153	9.7%	15	0.9%
All Women	819	573	70.0%	29	142	17.3%	68	8.3%	7	0.9%
Total (Does Not Include Gender Rows)	2,522	1,745	69.2%	77	443	17.6%	233	9.2%	24	1.0%

Reporting Year: 2011

Race/Ethnicity	Total Applications	Number Issued	Percent Issued	Approved Not Accepted	Number Denied	Percent Denied	Withdrawn	Percent Withdrawn	Closed Incomplete	Percent Incomplete
Hispanic of Any Race	163	116	71.2%	6	23	14.1%	16	9.8%	2	1.2%
American Indian or Alaskan	1	1	100.0%	0		0.0%	0	0.0%	0	0.0%
Asian	22	16	72.7%	1	3	13.6%	2	9.1%	0	0.0%
Black or African American	44	31	70.5%	1	8	18.2%	3	6.8%	1	2.3%
Native Hawaiian / Pacific Islander	6	5	83.3%	0	0	0.0%	0	0.0%	1	16.7%
White (non–Hispanic)	142	106	74.6%	7	17	12.0%	11	7.7%	1	0.7%
Race Unknown	34	20	58.8%	2	9	26.5%	2	5.9%	1	2.9%
All Men	233	169	72.5%	9	37	15.9%	18	7.7%		0.0%
All Woman	162	118	72.8%	7	18	11.1%	14	8.6%	5	3.1%
Total (Does Not Include Gender Rows)	412	295	71.6%	17	60	14.6%	34	8.3%	6	1.5%

Source: Home Mortgage Disclosure Act Table 4–1 for North Las Vegas, Nevada. Data provided by Reinvestment Partners.

Boulder City: Results of Applications for Conventional Home Mortgages, 2011–2012										
Reporting Year: 2012										
Race/Ethnicity	**Total Applications**	**Number Issued**	**Percent Issued**	**Approved Not Accepted**	**Number Denied**	**Percent Denied**	**Withdrawn**	**Percent Withdrawn**	**Closed Incomplete**	**Percent Incomplete**
Hispanic of Any Race	3	3	100.0%	0	0	0.0%	0	0.0%	0	0.0%
American Indian or Alaskan Eskimo	1	0	0.0%	0	0	0.0%	0	0.0%	1	100.0%
Asian	0	0	0.0%	0	0	0.0%	0	0.0%	0	0.0%
Black or African American	0	0	0.0%	0	0	0.0%	0	0.0%	0	0.0%
Native Hawaiian / Pacific Islander	0	0	0.0%	0	0	0.0%	0	0.0%	0	0.0%
White (non–Hispanic)	43	26	60.5%	3	8	18.6%	6	14.0%	0	0.0%
Race Unknown	2	2	100.0%	0	0	0.0%	0	0.0%	0	0.0%
All Men	35	21	60.0%	2	7	20.0%	4	11.4%	1	2.9%
All Women	12	8	66.7%	1	1	8.3%	2	16.7%	0	0.0%
Total (Does Not Include Gender Rows)	49	31	63.3%	3	8	16.3%	6	12.2%	1	2.0%
Reporting Year: 2011										
Race/Ethnicity	**Total Applications**	**Number Issued**	**Percent Issued**	**Approved Not Accepted**	**Number Denied**	**Percent Denied**	**Withdrawn**	**Percent Withdrawn**	**Closed Incomplete**	**Percent Incomplete**
Hispanic of Any Race	2	1	50.0%	1	0	0.0%	0	0.0%	0	0.0%
American Indian or Alaskan Eskimo	1	1	100.0%	0	0	0.0%	0	0.0%	0	0.0%
Asian	0	0	0.0%	0	0	0.0%	0	0.0%	0	0.0%
Black or African American	0	0	0.0%	0	0	0.0%	0	0.0%	0	0.0%
Native Hawaiian / Pacific Islander	0		0.0%	0	0	0.0%	0	0.0%	0	0.0%
White (non–Hispanic)	38	29	76.3%	1	3	7.9%	3	7.9%	2	5.3%
Race Unknown	4	1	25.0%	0	0	0.0%	2	50.0%	1	25.0%
All Men	34	25	73.5%	2	1	2.9%	3	8.8%	3	8.8%
All Woman	10	7	70.0%	0	2	20.0%	1	10.0%	0	0.0%
Total (Does Not Include Gender Rows)	45	32	71.1%	2	3	6.7%	5	11.1%	3	6.7%

Source: Home Mortgage Disclosure Act Table 4–2 for Boulder City, NV. Data provided by Reinvestment Partners.

Boulder City: Results of Applications for FHA, FSA/RHS, and VA Home Mortgages Home Mortgages, 2011–2012										
Reporting Year: 2012										
Race/Ethnicity	**Total Applications**	**Number Issued**	**Percent Issued**	**Approved Not Accepted**	**Number Denied**	**Percent Denied**	**Withdrawn**	**Percent Withdrawn**	**Closed Incomplete**	**Percent Incomplete**
Hispanic of Any Race	2	2	100.0%	0	0	0.0%	0	0.0%	0	0.0%
American Indian or Alaskan Eskimo	0	0	0.0%	0	0	0.0%	0	0.0%	0	0.0%
Asian	0	0	0.0%	0	0	0.0%	0	0.0%	0	0.0%
African American	0	0	0.0%	0	0	0.0%	0	0.0%	0	0.0%
Native Hawaiian / Pacific Islander	0	0	0.0%	0	0	0.0%	0	0.0%	0	0.0%
White (non–Hispanic)	59	39	66.1%	5	10	16.9%	4	6.8%	1	1.7%
Race Unknown	3	3	100.0%	0	0	0.0%	0	0.0%	0	0.0%
All Men	48	34	70.8%	4	7	14.6%	3	6.3%	1	2.1%
All Women	13	8	61.5%	1	3	23.1%	1	7.7%	0	0.0%
Total (Does Not Include Gender Rows)	64	44	68.8%	5	10	15.6%	4	6.3%	1	1.6%
Reporting Year: 2011										
Race/Ethnicity	**Total Applications**	**Number Issued**	**Percent Issued**	**Approved Not Accepted**	**Number Denied**	**Percent Denied**	**Withdrawn**	**Percent Withdrawn**	**Closed Incomplete**	**Percent Incomplete**
Hispanic of Any Race	0	0	0.0%	0	0	0.0%	0	0.0%	0	0.0%
American Indian or Alaskan	1	1	100.0%	0	0	0.0%	0	0.0%	0	0.0%
Asian	0	0	0.0%	0	0	0.0%	0	0.0%	0	0.0%
Black or African American	0	0	0.0%	0	0	0.0%	0	0.0%	0	0.0%
Native Hawaiian / Pacific Islander	0	0	0.0%	0	0	0.0%	0	0.0%	0	0.0%
White (non–Hispanic)	50	41	82.0%	2	2	4.0%	5	10.0%	0	0.0%
Race Unknown	5	2	40.0%	1	1	20.0%	0	0.0%	1	20.0%
All Men	33	29	87.9%	1	2	6.1%	1	3.0%	0	0.0%
All Woman	16	12	75.0%	1	1	6.3%	2	12.5%	0	0.0%
Total (Does Not Include Gender Rows)	56	44	78.6%	3	3	5.4%	5	8.9%	1	1.8%

Source: Home Mortgage Disclosure Act Table 4–1 for Boulder City, Nevada. Data provided by Reinvestment Partners.

B. FREE MARKET ANALYSIS TABLES BY PLANNING COMMUNICATIONS

City of Las Vegas Racial and Hispanic Household Composition and Opportunity Index by Census Tract

Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Las Vegas Citywide									
HHs Actual proportions	73.7%	11.8%	5.9%	22.1%	75.2%	10.5%	4.1%	15.5%	Not applicable
HHs Free market	72.7%	10.8%	7.7%	20.9%	76.7%	9.0%	4.5%	14.8%	
HHs Difference	1.1%	1.0%	-1.9%	1.1%	-1.5%	1.5%	-0.4%	0.7%	
Census Tract 1.01									
HHs Actual proportions	63.1%	11.6%	2.1%	39.8%	72.1%	14.4%	1.6%	23.4%	Moderate
HHs Free market	72.3%	11.0%	7.5%	22.0%	77.2%	8.5%	4.5%	14.9%	
HHs Difference	-9.2%	0.6%	-5.4%	17.9%	-5.1%	5.9%	-2.9%	8.5%	
Census Tract 1.03									
HHs Actual proportions	64.5%	6.7%	4.7%	50.6%	70.9%	6.8%	2.5%	20.9%	Low
HHs Free market	71.7%	11.7%	7.4%	23.1%	75.4%	9.8%	4.4%	16.1%	
HHs Difference	-7.2%	-5.0%	-2.7%	27.5%	-4.5%	-3.0%	-1.9%	4.8%	
Census Tract 1.05									
HHs Actual proportions	81.0%	5.2%	3.2%	43.3%	81.8%	1.1%	3.2%	18.5%	Low
HHs Free market	72.4%	10.9%	7.5%	22.5%	76.3%	9.1%	4.5%	15.4%	
HHs Difference	8.6%	-5.7%	-4.4%	20.9%	5.5%	-8.0%	-1.3%	3.1%	
Census Tract 1.06	Census Tract 1.06 consists of parts of 2000 Census Tracts 1.02 and 1.04								
HHs Actual proportions	76.0%	9.8%	4.8%	24.9%	79.3%	7.0%	2.3%	15.9%	Low
HHs Free market	70.8%	12.6%	7.2%	23.1%	75.4%	9.9%	4.4%	15.7%	
HHs Difference	5.3%	-2.8%	-2.5%	1.8%	3.9%	-2.9%	-2.1%	0.2%	
Census Tract 1.07					Census Tract 1.04				
HHs Actual proportions	71.6%	10.1%	8.2%	29.4%	81.2%	7.5%	2.5%	13.0%	HIgh
HHs Free market	71.2%	12.2%	7.4%	22.7%	75.1%	10.2%	4.4%	15.7%	
HHs Difference	0.4%	-2.1%	0.8%	6.7%	6.1%	-2.7%	-1.9%	-2.8%	
Census Tract 1.08					Census Tract 1.02				
HHs Actual proportions	72.5%	3.5%	0.0%	51.8%	76.7%	6.3%	2.1%	19.9%	Low
HHs Free market	71.4%	12.1%	7.3%	23.5%	75.9%	9.4%	4.4%	15.6%	
HHs Difference	1.2%	-8.6%	-7.3%	28.3%	0.8%	-3.2%	-2.4%	4.3%	

Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 1.09								Census Tract 1.02	
HHs Actual proportions	71.6%	5.3%	2.9%	29.1%	76.7%	6.3%	2.1%	19.9%	Low
HHs Free market	72.6%	10.7%	7.7%	21.2%	75.9%	9.4%	4.4%	15.6%	
HHs Difference	-1.0%	-5.4%	-4.8%	7.9%	0.8%	-3.2%	-2.4%	4.3%	
Census Tract 2.01									
HHs Actual proportions	48.1%	35.7%	5.6%	37.8%	46.8%	42.9%	0.4%	28.0%	Low
HHs Free market	71.4%	12.1%	7.2%	22.4%	75.0%	10.3%	4.5%	15.7%	
HHs Difference	-23.3%	23.6%	-1.7%	15.4%	-28.1%	32.6%	-4.1%	12.3%	
Census Tract 2.03									
HHs Actual proportions	64.0%	24.2%	3.3%	25.0%	62.9%	20.9%	6.1%	18.4%	Moderate
HHs Free market	71.0%	12.6%	7.2%	22.5%	75.1%	10.0%	4.4%	16.1%	
HHs Difference	-6.9%	11.5%	-3.9%	2.5%	-12.1%	10.8%	1.7%	2.4%	
Census Tract 2.04									
HHs Actual proportions	77.1%	9.3%	1.1%	14.4%	93.5%	1.2%	1.2%	6.2%	Low
HHs Free market	73.6%	9.9%	8.1%	20.0%	76.6%	9.1%	4.4%	14.9%	
HHs Difference	3.5%	-0.7%	-7.0%	-5.6%	16.8%	-7.9%	-3.2%	-8.8%	
Census Tract 3.01									
HHs Actual proportions	23.7%	65.9%	0.6%	23.4%	11.1%	79.1%	1.5%	14.5%	Very Low
HHs Free market	69.4%	14.0%	6.9%	24.1%	73.1%	11.8%	4.4%	16.4%	
HHs Difference	-45.8%	51.9%	-6.3%	-0.7%	-62.1%	67.3%	-2.9%	-1.9%	
Census Tract 3.02									
HHs Actual proportions	15.7%	71.9%	1.9%	22.0%	15.7%	73.7%	1.4%	11.4%	Very Low
HHs Free market	69.0%	14.7%	6.8%	23.7%	73.0%	12.0%	4.4%	16.0%	
HHs Difference	-53.3%	57.2%	-4.9%	-1.7%	-57.4%	61.7%	-3.0%	-4.6%	
Census Tract 4.01								Census Tract 4.00	
HHs Actual proportions	55.6%	29.3%	8.8%	21.1%	56.3%	13.2%	7.5%	36.0%	Very Low
HHs Free market	69.1%	14.3%	7.1%	23.3%	73.3%	11.6%	4.4%	16.4%	
HHs Difference	-13.4%	15.0%	1.7%	-2.2%	-17.0%	1.6%	3.1%	19.6%	

Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 4.02								Census Tract 4.00	
HHs Actual proportions	57.3%	19.8%	5.3%	51.0%	56.3%	13.2%	7.5%	36.0%	Very Low
HHs Free market	69.6%	13.9%	6.9%	23.8%	73.3%	11.6%	4.4%	16.4%	
HHs Difference	-12.3%	5.9%	-1.7%	27.3%	-17.0%	1.6%	3.1%	19.6%	
Census Tract 4.03								Census Tract 4.00	
HHs Actual proportions	54.1%	23.6%	4.7%	35.1%	56.3%	13.2%	7.5%	36.0%	Very Low
HHs Free market	68.8%	15.0%	6.6%	23.4%	73.3%	11.6%	4.4%	16.4%	
HHs Difference	-14.7%	8.6%	-2.0%	11.6%	-17.0%	1.6%	3.1%	19.6%	
Census Tract 5.10									
HHs Actual proportions	68.9%	9.2%	0.6%	71.9%	51.5%	16.3%	1.2%	59.1%	Low
HHs Free market	71.4%	11.8%	7.4%	22.8%	75.1%	10.0%	4.4%	16.0%	
HHs Difference	-2.5%	-2.6%	-6.9%	49.2%	-23.7%	6.3%	-3.2%	43.1%	
Census Tract 5.13									
HHs Actual proportions	76.7%	9.5%	3.3%	45.5%	76.1%	9.4%	3.1%	23.6%	Low
HHs Free market	71.6%	11.6%	7.3%	23.0%	75.4%	9.7%	4.4%	16.0%	
HHs Difference	5.0%	-2.1%	-4.0%	22.6%	0.7%	-0.2%	-1.4%	7.6%	
Census Tract 5.14									
HHs Actual proportions	59.9%	15.6%	3.0%	49.0%	54.5%	23.6%	3.5%	36.6%	Low
HHs Free market	70.9%	12.6%	7.0%	23.5%	74.7%	10.4%	4.4%	16.2%	
HHs Difference	-11.0%	2.9%	-4.1%	25.5%	-20.1%	13.2%	-0.9%	20.5%	
Census Tract 5.15									
HHs Actual proportions	67.6%	8.7%	8.6%	59.7%	70.8%	13.5%	4.9%	27.8%	Very Low
HHs Free market	71.5%	11.8%	7.3%	23.2%	75.8%	9.5%	4.5%	15.7%	
HHs Difference	-3.9%	-3.2%	1.3%	36.5%	-5.0%	4.0%	0.4%	12.1%	
Census Tract 5.16									
HHs Actual proportions	74.0%	8.7%	3.2%	53.5%	65.4%	12.5%	5.4%	35.7%	Very Low
HHs Free market	70.9%	12.5%	7.2%	23.5%	75.3%	9.9%	4.4%	15.9%	
HHs Difference	3.1%	-3.8%	-4.0%	30.0%	-9.9%	2.6%	1.0%	19.9%	

Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 5.17									
HHs Actual proportions	68.2%	10.1%	7.0%	63.5%	59.0%	13.5%	7.2%	32.2%	Very Low
HHs Free market	70.9%	12.3%	7.4%	23.3%	75.7%	9.5%	4.4%	15.8%	
HHs Difference	-2.7%	-2.2%	-0.5%	40.1%	-16.7%	3.9%	2.7%	16.4%	
Census Tract 5.18									
HHs Actual proportions	65.6%	19.9%	3.1%	47.6%	65.1%	12.9%	4.5%	30.7%	Low
HHs Free market	71.4%	11.9%	7.3%	23.1%	75.5%	9.8%	4.4%	15.9%	
HHs Difference	-5.8%	8.0%	-4.1%	24.5%	-10.4%	3.1%	0.0%	14.8%	
Census Tract 5.19									
HHs Actual proportions	68.8%	5.6%	5.6%	58.5%	49.9%	8.4%	5.2%	43.3%	Very Low
HHs Free market	71.7%	11.7%	7.5%	22.0%	76.4%	8.9%	4.5%	15.6%	
HHs Difference	-3.0%	-6.1%	-1.9%	36.5%	-26.4%	-0.6%	0.7%	27.7%	
Census Tract 5.20							Census Tract 5.03		
HHs Actual proportions	82.3%	0.0%	4.1%	73.3%	59.4%	6.6%	5.9%	50.3%	Very Low
HHs Free market	71.7%	12.1%	6.7%	23.9%	74.1%	11.0%	4.3%	16.3%	
HHs Difference	10.7%	-12.1%	-2.6%	49.4%	-14.7%	-4.3%	1.6%	34.0%	
Census Tract 5.21							Census Tract 5.03		
HHs Actual proportions	71.1%	13.8%	1.3%	60.0%	59.4%	6.6%	5.9%	50.3%	Very Low
HHs Free market	69.7%	14.1%	6.9%	23.8%	74.1%	11.0%	4.3%	16.3%	
HHs Difference	1.4%	-0.3%	-5.5%	36.2%	-14.7%	-4.3%	1.6%	34.0%	
Census Tract 5.22							Census Tract 5.04		
HHs Actual proportions	64.8%	17.3%	5.5%	64.0%	55.2%	12.6%	2.1%	51.1%	Very Low
HHs Free market	69.3%	14.4%	6.8%	23.6%	73.6%	11.4%	4.3%	16.6%	
HHs Difference	-4.5%	2.9%	-1.3%	40.4%	-18.5%	1.2%	-2.1%	34.5%	
Census Tract 5.23							Census Tract 5.04		
HHs Actual proportions	66.5%	29.8%	1.6%	40.7%	55.2%	12.6%	2.1%	51.1%	Very Low
HHs Free market	69.2%	14.6%	6.5%	24.6%	73.6%	11.4%	4.3%	16.6%	
HHs Difference	-2.7%	15.2%	-4.9%	16.0%	-18.5%	1.2%	-2.1%	34.5%	

Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 5.24								Census Tract 5.11	
HHs Actual proportions	68.0%	20.2%	3.2%	39.4%	47.0%	22.6%	1.3%	43.8%	Very Low
HHs Free market	69.1%	14.4%	6.9%	23.9%	73.9%	11.3%	4.4%	15.9%	
HHs Difference	-1.0%	5.8%	-3.7%	15.5%	-26.8%	11.3%	-3.1%	27.9%	
Census Tract 5.25								Census Tract 5.11	
HHs Actual proportions	55.6%	23.2%	0.0%	59.4%	47.0%	22.6%	1.3%	43.8%	Low
HHs Free market	71.2%	12.2%	7.0%	23.3%	73.9%	11.3%	4.4%	15.9%	
HHs Difference	-15.6%	11.0%	-7.0%	36.2%	-26.8%	11.3%	-3.1%	27.9%	
Census Tract 5.26								Census Tract 5.12	
HHs Actual proportions	73.8%	7.4%	2.6%	76.4%	59.1%	13.8%	3.2%	44.3%	Low
HHs Free market	71.5%	11.6%	7.5%	22.9%	75.6%	9.5%	4.4%	16.0%	
HHs Difference	2.2%	-4.2%	-4.9%	53.4%	-16.5%	4.3%	-1.2%	28.3%	
Census Tract 5.27								Census Tract 5.12	
HHs Actual proportions	70.9%	9.7%	0.0%	77.5%	59.1%	13.8%	3.2%	44.3%	Very Low
HHs Free market	71.9%	11.4%	7.4%	22.4%	75.6%	9.5%	4.4%	16.0%	
HHs Difference	-1.0%	-1.7%	-7.4%	55.1%	-16.5%	4.3%	-1.2%	28.3%	
Census Tract 5.28								Census Tract 5.12	
HHs Actual proportions	54.5%	25.8%	3.4%	63.6%	59.1%	13.8%	3.2%	44.3%	Very Low
HHs Free market	70.7%	12.6%	7.2%	22.9%	75.6%	9.5%	4.4%	16.0%	
HHs Difference	-16.3%	13.2%	-3.8%	40.7%	-16.5%	4.3%	-1.2%	28.3%	
Census Tract 6.00									
HHs Actual proportions	62.1%	26.2%	3.0%	20.7%	64.4%	16.0%	2.1%	21.4%	Very Low
HHs Free market	69.5%	14.0%	7.0%	24.0%	73.4%	11.7%	4.4%	16.0%	
HHs Difference	-7.4%	12.2%	-3.9%	-3.2%	-9.0%	4.3%	-2.3%	5.4%	
Census Tract 7.00									
HHs Actual proportions	70.1%	22.4%	4.5%	5.2%	72.3%	13.2%	6.5%	11.4%	Very Low
HHs Free market	68.7%	15.0%	6.8%	23.7%	71.6%	13.1%	4.3%	16.9%	
HHs Difference	1.5%	7.3%	-2.3%	-18.5%	0.7%	0.1%	2.2%	-5.4%	

Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 8.00									
HHs Actual proportions	63.1%	21.2%	7.4%	27.5%	69.0%	9.4%	11.1%	19.4%	Low
HHs Free market	68.7%	15.1%	6.7%	23.7%	73.2%	11.5%	4.4%	17.1%	
HHs Difference	-5.6%	6.1%	0.8%	3.8%	-4.2%	-2.1%	6.8%	2.3%	
Census Tract 9.00									
HHs Actual proportions	70.7%	9.5%	14.9%	11.8%	62.9%	17.2%	8.8%	9.4%	Very Low
HHs Free market	69.9%	13.8%	7.2%	22.3%	71.9%	13.1%	4.4%	16.4%	
HHs Difference	0.8%	-4.3%	7.8%	-10.6%	-9.0%	4.2%	4.4%	-7.0%	
Census Tract 10.03									
HHs Actual proportions	74.1%	12.4%	2.9%	30.3%	79.6%	6.4%	4.4%	12.3%	High
HHs Free market	72.3%	10.9%	7.8%	21.8%	77.4%	8.6%	4.5%	14.4%	
HHs Difference	1.8%	1.5%	-5.0%	8.5%	2.2%	-2.3%	-0.1%	-2.2%	
Census Tract 10.04									
HHs Actual proportions	78.3%	6.0%	6.9%	26.7%	81.7%	5.7%	2.8%	11.8%	Moderate
HHs Free market	71.5%	12.0%	7.3%	22.7%	76.0%	9.4%	4.4%	15.6%	
HHs Difference	6.9%	-6.0%	-0.4%	4.0%	5.7%	-3.7%	-1.6%	-3.8%	
Census Tract 10.05									
HHs Actual proportions	87.6%	6.9%	5.5%	3.3%	88.8%	3.2%	5.4%	3.5%	High
HHs Free market	76.7%	7.9%	8.6%	14.8%	80.3%	7.1%	4.6%	11.9%	
HHs Difference	11.0%	-1.0%	-3.1%	-11.4%	8.5%	-3.9%	0.8%	-8.4%	
Census Tract 10.06									
HHs Actual proportions	83.8%	5.2%	3.4%	17.2%	87.8%	3.8%	2.0%	9.1%	High
HHs Free market	73.7%	9.8%	8.0%	19.4%	78.4%	7.9%	4.6%	13.7%	
HHs Difference	10.1%	-4.7%	-4.6%	-2.2%	9.4%	-4.1%	-2.6%	-4.6%	
Census Tract 11.00									
HHs Actual proportions	59.0%	13.8%	15.7%	39.3%	54.3%	9.6%	9.5%	39.6%	Very Low
HHs Free market	69.2%	14.6%	7.0%	22.5%	72.4%	12.2%	4.4%	17.0%	
HHs Difference	-10.1%	-0.8%	8.8%	16.9%	-18.1%	-2.6%	5.1%	22.6%	

Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 12.00									
HHs Actual proportions	74.0%	10.8%	9.4%	23.8%	73.1%	5.2%	8.6%	23.3%	Low
HHs Free market	72.0%	11.5%	7.4%	22.4%	75.5%	9.8%	4.4%	15.7%	
HHs Difference	2.0%	-0.7%	2.1%	1.4%	-2.5%	-4.7%	4.2%	7.6%	
Census Tract 13.00									
HHs Actual proportions	85.0%	3.6%	4.9%	45.5%	78.9%	3.3%	2.7%	29.7%	Moderate
HHs Free market	72.4%	11.2%	7.5%	21.8%	76.3%	9.2%	4.4%	15.4%	
HHs Difference	12.6%	-7.6%	-2.6%	23.8%	2.6%	-5.9%	-1.7%	14.4%	
Census Tract 14.01							Census Tract 14.00		
HHs Actual proportions	86.0%	2.9%	3.7%	45.1%	75.1%	3.9%	4.5%	25.4%	Low
HHs Free market	70.8%	13.1%	7.0%	23.4%	75.1%	10.3%	4.3%	15.7%	
HHs Difference	15.2%	-10.2%	-3.3%	21.7%	0.0%	-6.4%	0.1%	9.6%	
Census Tract 14.02							Census Tract 14.00		
HHs Actual proportions	85.6%	0.0%	3.6%	58.6%	75.1%	3.9%	4.5%	25.4%	Low
HHs Free market	72.1%	11.4%	7.6%	21.6%	75.1%	10.3%	4.3%	15.7%	
HHs Difference	13.5%	-11.4%	-4.0%	37.0%	0.0%	-6.4%	0.1%	9.6%	
Census Tract 22.01									
HHs Actual proportions	76.1%	8.2%	10.4%	22.6%	76.3%	7.1%	5.7%	11.5%	Moderate
HHs Free market	70.3%	13.4%	6.9%	23.9%	73.4%	11.8%	4.3%	16.1%	
HHs Difference	5.8%	-5.2%	3.5%	-1.3%	2.9%	-4.6%	1.4%	-4.6%	
Census Tract 22.03									
HHs Actual proportions	68.4%	8.3%	9.3%	53.5%	61.2%	10.6%	6.4%	29.9%	Moderate
HHs Free market	71.3%	11.9%	7.4%	22.9%	76.1%	9.4%	4.4%	15.5%	
HHs Difference	-2.9%	-3.6%	1.9%	30.7%	-14.9%	1.2%	2.0%	14.4%	
Census Tract 22.04									
HHs Actual proportions	75.9%	7.8%	4.9%	56.7%	57.9%	8.4%	3.3%	58.7%	Low
HHs Free market	71.1%	12.2%	7.2%	23.9%	74.3%	10.5%	4.2%	17.1%	
HHs Difference	4.9%	-4.4%	-2.3%	32.8%	-16.5%	-2.1%	-0.9%	41.6%	

Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 29.05									
HHs Actual proportions	66.6%	14.6%	12.5%	17.0%	75.9%	11.3%	5.1%	10.5%	High
HHs Free market	71.8%	11.5%	7.3%	22.7%	75.9%	9.5%	4.5%	15.4%	
HHs Difference	-5.2%	3.1%	5.2%	-5.7%	0.0%	1.8%	0.6%	-4.9%	
Census Tract 29.15									
HHs Actual proportions	70.1%	18.6%	8.4%	12.6%	83.4%	7.5%	3.6%	8.1%	High
HHs Free market	73.1%	10.5%	8.0%	20.2%	77.7%	8.3%	4.5%	14.4%	
HHs Difference	-3.0%	8.1%	0.5%	-7.5%	5.7%	-0.8%	-0.9%	-6.2%	
Census Tract 29.16									
HHs Actual proportions	78.1%	7.9%	10.0%	13.5%	86.1%	1.5%	5.4%	7.2%	High
HHs Free market	74.1%	9.8%	8.0%	18.9%	77.9%	8.4%	4.6%	13.8%	
HHs Difference	4.0%	-1.9%	2.0%	-5.4%	8.3%	-6.9%	0.8%	-6.7%	
Census Tract 30.01									
HHs Actual proportions	78.8%	5.3%	3.3%	29.6%	88.0%	2.0%	2.3%	13.8%	Moderate
HHs Free market	73.2%	10.2%	7.8%	20.7%	77.4%	8.3%	4.5%	14.7%	
HHs Difference	5.5%	-4.8%	-4.5%	8.9%	10.7%	-6.4%	-2.3%	-0.9%	
Census Tract 30.03	Census Tract 30.03 consists of parts of 2000 Census Tracts 30.03, 30.04 and 31.02								
HHs Actual proportions	74.3%	10.2%	6.4%	18.2%	79.4%	8.3%	3.8%	10.9%	High
HHs Free market	73.2%	10.1%	7.9%	21.2%	76.5%	8.9%	4.5%	15.4%	
HHs Difference	1.1%	0.1%	-1.5%	-2.9%	2.9%	-0.6%	-0.7%	-4.5%	
Census Tract 30.04	Census Tract 30.04 consists of parts of 2000 Census Tracts 30.04 and 30.05								
HHs Actual proportions	74.7%	10.4%	8.7%	20.2%	83.3%	6.1%	3.3%	8.2%	Low
HHs Free market	70.4%	12.8%	7.2%	23.6%	76.6%	8.8%	4.5%	15.4%	
HHs Difference	4.3%	-2.4%	1.5%	-3.4%	6.7%	-2.7%	-1.2%	-7.2%	
Census Tract 30.05									
HHs Actual proportions	76.1%	7.1%	8.0%	17.7%	85.4%	5.4%	1.6%	10.5%	Low
HHs Free market	72.9%	10.2%	8.0%	21.2%	78.0%	7.9%	4.6%	14.3%	
HHs Difference	3.2%	-3.0%	0.0%	-3.4%	7.4%	-2.5%	-3.0%	-3.7%	

Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 30.06									
HHs Actual proportions	82.1%	3.9%	2.0%	20.2%	82.8%	4.5%	2.7%	11.5%	Low
HHs Free market	73.8%	9.8%	7.9%	20.2%	77.7%	8.3%	4.5%	14.3%	
HHs Difference	8.3%	-5.8%	-5.9%	0.0%	5.1%	-3.8%	-1.9%	-2.8%	
Census Tract 31.02	Census Tract 31.02 consists of parts of 2000 Census Tracts 30.04 and 31.02								
HHs Actual proportions	70.3%	7.2%	4.0%	40.9%	80.2%	7.6%	3.6%	11.5%	Low
HHs Free market	71.6%	11.7%	7.4%	22.6%	75.9%	9.3%	4.5%	15.9%	
HHs Difference	-1.3%	-4.5%	-3.5%	18.3%	4.3%	-1.7%	-0.9%	-4.4%	
Census Tract 31.03					Census Tract 31.01				
HHs Actual proportions	63.4%	10.7%	6.4%	39.3%	72.3%	12.7%	5.2%	12.4%	Low
HHs Free market	72.8%	10.3%	7.8%	21.8%	76.7%	8.9%	4.5%	15.1%	
HHs Difference	-9.3%	0.4%	-1.5%	17.6%	-4.4%	3.8%	0.7%	-2.7%	
Census Tract 31.04					Census Tract 31.01				
HHs Actual proportions	75.6%	6.5%	3.8%	31.5%	72.3%	12.7%	5.2%	12.4%	Low
HHs Free market	71.0%	12.5%	7.2%	22.7%	76.7%	8.9%	4.5%	15.1%	
HHs Difference	4.7%	-6.0%	-3.4%	8.8%	-4.4%	3.8%	0.7%	-2.7%	
Census Tract 32.04									
HHs Actual proportions	86.1%	7.3%	3.3%	9.2%	91.2%	3.5%	2.6%	4.2%	High
HHs Free market	73.9%	9.8%	8.1%	18.7%	79.4%	7.4%	4.6%	12.7%	
HHs Difference	12.2%	-2.5%	-4.9%	-9.6%	11.8%	-3.9%	-2.0%	-8.6%	
Census Tract 32.10									
HHs Actual proportions	95.9%	2.3%	1.7%	3.0%	96.6%	0.0%	2.7%	0.8%	Moderate
HHs Free market	72.8%	10.5%	7.9%	20.5%	77.1%	8.7%	4.5%	14.7%	
HHs Difference	23.1%	-8.1%	-6.2%	-17.5%	19.5%	-8.7%	-1.8%	-14.0%	
Census Tract 32.11									
HHs Actual proportions	91.7%	3.3%	2.0%	2.2%	95.4%	2.1%	2.5%	1.4%	Very High
HHs Free market	72.1%	11.2%	7.4%	22.9%	77.2%	8.7%	4.5%	14.7%	
HHs Difference	19.6%	-7.9%	-5.5%	-20.7%	18.2%	-6.6%	-1.9%	-13.3%	

Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 32.13									
HHs Actual proportions	93.8%	2.6%	3.7%	1.0%	93.4%	1.0%	4.6%	1.0%	High
HHs Free market	73.1%	10.2%	7.7%	21.5%	77.3%	8.6%	4.4%	14.7%	
HHs Difference	20.6%	-7.7%	-4.1%	-20.5%	16.1%	-7.6%	0.1%	-13.7%	
Census Tract 32.14									
HHs Actual proportions	94.1%	3.6%	2.3%	0.6%	95.5%	2.3%	0.0%	2.7%	Very High
HHs Free market	72.8%	10.6%	7.6%	22.2%	75.7%	9.8%	4.4%	15.4%	
HHs Difference	21.3%	-7.1%	-5.2%	-21.6%	19.8%	-7.5%	-4.4%	-12.7%	
Census Tract 32.15									
HHs Actual proportions	76.2%	7.7%	6.4%	14.8%	81.7%	8.4%	6.5%	6.5%	Very High
HHs Free market	74.1%	9.7%	8.1%	18.6%	78.4%	7.9%	4.6%	13.6%	
HHs Difference	2.1%	-2.0%	-1.7%	-3.8%	3.3%	0.5%	2.0%	-7.1%	
Census Tract 32.18									
HHs Actual proportions	78.7%	7.1%	9.3%	7.4%	90.4%	2.2%	4.0%	4.9%	Very High
HHs Free market	76.3%	8.1%	8.6%	15.0%	81.2%	6.5%	4.6%	11.2%	
HHs Difference	2.4%	-1.0%	0.6%	-7.6%	9.1%	-4.3%	-0.6%	-6.3%	
Census Tract 32.19									
HHs Actual proportions	78.9%	10.7%	5.6%	15.6%	84.3%	4.7%	7.3%	6.2%	Very High
HHs Free market	73.2%	10.3%	7.9%	20.3%	79.1%	7.4%	4.6%	13.2%	
HHs Difference	5.7%	0.4%	-2.3%	-4.8%	5.2%	-2.7%	2.8%	-7.0%	
Census Tract 32.20									
HHs Actual proportions	72.9%	13.2%	3.2%	20.0%	80.8%	9.2%	2.2%	7.1%	High
HHs Free market	71.9%	11.3%	7.5%	22.6%	77.2%	8.5%	4.5%	14.8%	
HHs Difference	1.1%	1.9%	-4.4%	-2.7%	3.7%	0.7%	-2.3%	-7.7%	
Census Tract 32.22									
HHs Actual proportions	74.5%	11.1%	9.1%	10.9%	80.3%	7.5%	7.5%	2.7%	Very High
HHs Free market	74.1%	9.4%	8.2%	19.3%	78.9%	7.5%	4.6%	13.3%	
HHs Difference	0.3%	1.7%	0.9%	-8.4%	1.4%	0.1%	2.9%	-10.5%	

Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 32.23									
HHs Actual proportions	74.7%	4.4%	17.0%	1.7%	86.5%	3.1%	5.4%	6.6%	Very High
HHs Free market	75.5%	8.6%	8.5%	16.4%	81.2%	6.4%	4.6%	11.6%	
HHs Difference	-0.8%	-4.2%	8.5%	-14.7%	5.3%	-3.2%	0.8%	-5.0%	
Census Tract 32.26									
HHs Actual proportions	84.8%	1.3%	11.1%	5.3%	88.5%	0.0%	9.0%	5.1%	Very High
HHs Free market	75.9%	8.5%	8.4%	15.8%	84.5%	4.7%	4.7%	8.7%	
HHs Difference	8.9%	-7.2%	2.7%	-10.5%	4.0%	-4.7%	4.3%	-3.6%	
Census Tract 32.27									
HHs Actual proportions	81.6%	8.0%	9.1%	3.7%	85.6%	3.0%	8.7%	5.1%	Very High
HHs Free market	74.7%	9.1%	8.4%	17.2%	81.4%	6.1%	4.6%	11.1%	
HHs Difference	6.9%	-1.0%	0.7%	-13.5%	4.2%	-3.1%	4.0%	-6.0%	
Census Tract 32.28	Census Tract 32.03								
HHs Actual proportions	77.4%	12.0%	7.5%	13.6%	91.0%	2.8%	2.7%	4.8%	Low
HHs Free market	73.6%	9.7%	8.0%	20.6%	79.6%	7.3%	4.6%	12.5%	
HHs Difference	3.8%	2.3%	-0.4%	-7.0%	11.4%	-4.5%	-1.9%	-7.7%	
Census Tract 32.29	Census Tract 32.03								
HHs Actual proportions	75.7%	8.3%	7.9%	14.2%	91.0%	2.8%	2.7%	4.8%	Moderate
HHs Free market	73.3%	10.0%	7.8%	21.0%	79.6%	7.3%	4.6%	12.5%	
HHs Difference	2.4%	-1.7%	0.2%	-6.8%	11.4%	-4.5%	-1.9%	-7.7%	
Census Tract 32.30	Census Tract 32.03								
HHs Actual proportions	76.2%	12.3%	8.4%	12.7%	91.0%	2.8%	2.7%	4.8%	High
HHs Free market	74.4%	8.9%	8.4%	18.7%	79.6%	7.3%	4.6%	12.5%	
HHs Difference	1.8%	3.3%	0.0%	-6.0%	11.4%	-4.5%	-1.9%	-7.7%	
Census Tract 32.31	Census Tract 32.03								
HHs Actual proportions	83.0%	1.4%	9.4%	16.9%	91.0%	2.8%	2.7%	4.8%	Low
HHs Free market	73.3%	10.0%	7.8%	21.0%	79.6%	7.3%	4.6%	12.5%	
HHs Difference	9.7%	-8.6%	1.6%	-4.1%	11.4%	-4.5%	-1.9%	-7.7%	

Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 32.33								Census Tract 32.03	
HHs Actual proportions	67.6%	15.3%	11.3%	13.0%	91.0%	2.8%	2.7%	4.8%	Very High
HHs Free market	75.4%	8.2%	8.7%	16.7%	79.6%	7.3%	4.6%	12.5%	
HHs Difference	-7.8%	7.1%	2.6%	-3.8%	11.4%	-4.5%	-1.9%	-7.7%	
Census Tract 32.34								Census Tract 32.03	
HHs Actual proportions	73.1%	9.3%	4.4%	13.5%	91.0%	2.8%	2.7%	4.8%	Moderate
HHs Free market	72.7%	10.4%	7.9%	21.1%	79.6%	7.3%	4.6%	12.5%	
HHs Difference	0.3%	-1.1%	-3.5%	-7.6%	11.4%	-4.5%	-1.9%	-7.7%	
Census Tract 32.35	Census Tract 32.35 consists of parts of 2000 Census Tracts 32.03 and 33.01								
HHs Actual proportions	62.4%	27.0%	6.7%	11.5%	88.4%	3.8%	2.7%	6.9%	Moderate
HHs Free market	73.7%	9.6%	7.9%	20.3%	78.9%	7.4%	4.6%	13.4%	
HHs Difference	-11.3%	17.4%	-1.3%	-8.8%	9.4%	-3.6%	-1.9%	-6.5%	
Census Tract 32.36								Census Tract 32.03	
HHs Actual proportions	78.1%	6.3%	5.3%	5.3%	91.0%	2.8%	2.7%	4.8%	Very High
HHs Free market	73.5%	9.7%	7.9%	21.2%	79.6%	7.3%	4.6%	12.5%	
HHs Difference	4.6%	-3.5%	-2.6%	-15.9%	11.4%	-4.5%	-1.9%	-7.7%	
Census Tract 32.37								Census Tract 32.05	
HHs Actual proportions	80.8%	4.2%	9.3%	10.0%	93.3%	6.7%	0.0%	11.4%	Moderate
HHs Free market	73.9%	9.4%	8.3%	19.5%	80.5%	6.6%	4.7%	11.8%	
HHs Difference	6.9%	-5.2%	1.1%	-9.5%	12.9%	0.1%	-4.7%	-0.4%	
Census Tract 32.38	Census Tract 32.38 consists of parts of 2000 Census Tracts 32.05 and 32.06								
HHs Actual proportions	69.6%	16.5%	8.0%	12.2%	84.9%	7.8%	3.6%	7.5%	Moderate
HHs Free market	73.0%	10.2%	7.9%	20.8%	79.0%	7.3%	4.6%	13.3%	
HHs Difference	-3.4%	6.3%	0.1%	-8.6%	5.9%	0.5%	-1.1%	-5.9%	
Census Tract 32.39								Census Tract 32.05	
HHs Actual proportions	84.5%	7.0%	5.5%	5.7%	93.3%	6.7%	0.0%	11.4%	High
HHs Free market	73.7%	9.8%	7.9%	20.2%	80.5%	6.6%	4.7%	11.8%	
HHs Difference	10.8%	-2.9%	-2.5%	-14.5%	12.9%	0.1%	-4.7%	-0.4%	

Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 32.40								Census Tract 32.06	
HHs Actual proportions	82.6%	3.4%	7.5%	12.0%	83.7%	8.0%	4.1%	6.9%	Very High
HHs Free market	74.3%	9.2%	8.3%	18.9%	78.8%	7.4%	4.6%	13.6%	
HHs Difference	8.3%	-5.8%	-0.8%	-6.9%	4.9%	0.6%	-0.5%	-6.7%	
Census Tract 32.41								Census Tract 32.06	
HHs Actual proportions	86.2%	3.6%	2.3%	10.5%	83.7%	8.0%	4.1%	6.9%	High
HHs Free market	72.9%	10.4%	7.9%	21.1%	78.8%	7.4%	4.6%	13.6%	
HHs Difference	13.3%	-6.7%	-5.5%	-10.5%	4.9%	0.6%	-0.5%	-6.7%	
Census Tract 32.43								Census Tract 32.07	
HHs Actual proportions	68.7%	11.6%	12.6%	9.3%	81.9%	7.2%	4.8%	6.1%	High
HHs Free market	74.7%	9.1%	8.2%	18.3%	79.7%	7.0%	4.6%	12.7%	
HHs Difference	-6.0%	2.5%	4.4%	-9.0%	2.2%	0.2%	0.2%	-6.5%	
Census Tract 32.44								Census Tract 32.07	
HHs Actual proportions	73.3%	9.1%	13.2%	6.5%	81.9%	7.2%	4.8%	6.1%	Very High
HHs Free market	72.8%	10.3%	7.9%	21.3%	79.7%	7.0%	4.6%	12.7%	
HHs Difference	0.5%	-1.2%	5.3%	-14.8%	2.2%	0.2%	0.2%	-6.5%	
Census Tract 32.45								Census Tract 32.09	
HHs Actual proportions	81.6%	6.4%	2.8%	20.9%	79.9%	8.7%	5.4%	5.7%	High
HHs Free market	73.7%	9.7%	8.2%	19.0%	78.7%	7.6%	4.6%	13.6%	
HHs Difference	7.9%	-3.3%	-5.4%	2.0%	1.2%	1.1%	0.8%	-7.9%	
Census Tract 32.46								Census Tract 32.09	
HHs Actual proportions	69.4%	11.3%	12.5%	10.9%	79.9%	8.7%	5.4%	5.7%	Very High
HHs Free market	73.1%	10.0%	8.1%	20.5%	78.7%	7.6%	4.6%	13.6%	
HHs Difference	-3.8%	1.3%	4.5%	-9.6%	1.2%	1.1%	0.8%	-7.9%	
Census Tract 32.47								Census Tract 32.12	
HHs Actual proportions	90.3%	3.7%	1.0%	9.6%	84.7%	7.2%	4.0%	6.0%	High
HHs Free market	73.9%	9.9%	8.0%	19.1%	79.0%	7.5%	4.6%	13.2%	
HHs Difference	16.4%	-6.3%	-6.9%	-9.5%	5.7%	-0.3%	-0.6%	-7.2%	

Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 32.48								Census Tract 32.12	
HHs Actual proportions	73.8%	16.9%	7.9%	7.8%	84.7%	7.2%	4.0%	6.0%	Moderate
HHs Free market	74.3%	9.6%	7.9%	18.9%	79.0%	7.5%	4.6%	13.2%	
HHs Difference	-0.5%	7.3%	0.0%	-11.2%	5.7%	-0.3%	-0.6%	-7.2%	
Census Tract 32.49								Census Tract 32.21	
HHs Actual proportions	75.4%	2.3%	17.0%	15.7%	83.4%	4.7%	5.0%	7.5%	Very High
HHs Free market	73.7%	9.8%	8.2%	18.4%	79.4%	7.2%	4.6%	13.0%	
HHs Difference	1.7%	-7.5%	8.8%	-2.7%	4.0%	-2.5%	0.3%	-5.5%	
Census Tract 32.50								Census Tract 32.21	
HHs Actual proportions	70.9%	8.4%	12.7%	9.6%	83.4%	4.7%	5.0%	7.5%	Very High
HHs Free market	74.1%	9.5%	8.2%	19.4%	79.4%	7.2%	4.6%	13.0%	
HHs Difference	-3.2%	-1.1%	4.5%	-9.8%	4.0%	-2.5%	0.3%	-5.5%	
Census Tract 32.51								Census Tract 32.17	
HHs Actual proportions	90.3%	1.2%	3.8%	10.3%	86.5%	4.0%	7.2%	3.9%	Very High
HHs Free market	75.7%	8.6%	8.6%	15.3%	80.6%	6.7%	4.6%	12.0%	
HHs Difference	14.6%	-7.4%	-4.8%	-5.0%	5.9%	-2.7%	2.5%	-8.1%	
Census Tract 32.52								Census Tract 32.17	
HHs Actual proportions	85.8%	5.6%	6.5%	10.1%	86.5%	4.0%	7.2%	3.9%	Very High
HHs Free market	74.2%	9.2%	8.4%	18.6%	80.6%	6.7%	4.6%	12.0%	
HHs Difference	11.6%	-3.6%	-1.9%	-8.6%	5.9%	-2.7%	2.5%	-8.1%	
Census Tract 32.53								Census Tract 32.24	
HHs Actual proportions	68.5%	7.8%	9.7%	12.4%	84.4%	4.0%	7.1%	8.2%	High
HHs Free market	73.2%	10.3%	8.0%	20.2%	78.1%	7.9%	4.5%	14.1%	
HHs Difference	-4.6%	-2.4%	1.8%	-7.8%	6.3%	-4.0%	2.5%	-5.9%	
Census Tract 32.54								Census Tract 32.24	
HHs Actual proportions	79.5%	11.8%	0.7%	11.6%	84.4%	4.0%	7.1%	8.2%	Moderate
HHs Free market	72.7%	10.8%	7.7%	21.3%	78.1%	7.9%	4.5%	14.1%	
HHs Difference	6.8%	1.0%	-7.0%	-9.7%	6.3%	-4.0%	2.5%	-5.9%	

Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 32.60	Census Tract 32.25								
HHs Actual proportions	76.4%	10.0%	6.3%	12.7%	81.0%	7.4%	5.1%	7.0%	High
HHs Free market	72.1%	11.1%	7.5%	22.5%	77.0%	8.6%	4.5%	15.1%	
HHs Difference	4.3%	-1.1%	-1.2%	-9.7%	4.0%	-1.2%	0.6%	-8.0%	
Census Tract 32.61	Census Tract 32.25								
HHs Actual proportions	84.2%	0.9%	3.2%	18.8%	81.0%	7.4%	5.1%	7.0%	High
HHs Free market	72.9%	10.6%	7.7%	21.1%	77.0%	8.6%	4.5%	15.1%	
HHs Difference	11.4%	-9.7%	-4.5%	-2.3%	4.0%	-1.2%	0.6%	-8.0%	
Census Tract 32.62	Census Tract 32.62 consists of parts of 2000 Census Tracts 32.10, 32.16 and 32.21								
HHs Actual proportions	94.3%	1.7%	3.6%	1.2%	90.8%	2.3%	3.5%	3.6%	High
HHs Free market	73.1%	10.4%	7.9%	20.6%	78.3%	7.9%	4.6%	13.9%	
HHs Difference	21.2%	-8.7%	-4.3%	-19.4%	12.5%	-5.6%	-1.0%	-10.3%	
Census Tract 33.03									
HHs Actual proportions	66.8%	12.0%	4.5%	24.5%	82.9%	8.7%	2.9%	9.7%	Low
HHs Free market	73.1%	10.3%	7.8%	20.8%	77.6%	8.1%	4.5%	14.8%	
HHs Difference	-6.3%	1.7%	-3.3%	3.8%	5.4%	0.7%	-1.6%	-5.1%	
Census Tract 33.05									
HHs Actual proportions	77.3%	11.8%	4.4%	7.2%	88.5%	6.0%	1.9%	7.6%	High
HHs Free market	73.7%	9.9%	8.1%	19.2%	78.2%	7.8%	4.6%	13.9%	
HHs Difference	3.5%	1.9%	-3.7%	-11.9%	10.2%	-1.8%	-2.7%	-6.4%	
Census Tract 33.06									
HHs Actual proportions	86.8%	5.9%	3.5%	6.5%	91.6%	2.4%	1.1%	5.7%	High
HHs Free market	73.4%	10.0%	8.0%	19.9%	78.7%	7.6%	4.6%	13.6%	
HHs Difference	13.4%	-4.1%	-4.5%	-13.4%	12.8%	-5.2%	-3.4%	-7.9%	
Census Tract 33.07	Census Tract 33.04								
HHs Actual proportions	77.8%	14.9%	4.0%	7.5%	77.1%	11.8%	4.2%	8.6%	High
HHs Free market	74.4%	8.9%	8.4%	18.8%	78.3%	7.8%	4.5%	13.9%	
HHs Difference	3.3%	6.0%	-4.3%	-11.3%	-1.2%	4.0%	-0.3%	-5.3%	

Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 33.08								Census Tract 33.04	
HHs Actual proportions	76.1%	16.9%	3.1%	9.1%	77.1%	11.8%	4.2%	8.6%	Very High
HHs Free market	66.8%	8.9%	7.5%	17.2%	78.3%	7.8%	4.5%	13.9%	
HHs Difference	9.3%	8.0%	-4.4%	-8.1%	-1.2%	4.0%	-0.3%	-5.3%	
Census Tract 33.09								Census Tract 33.02	
HHs Actual proportions	91.9%	2.9%	4.1%	4.9%	90.6%	4.0%	0.6%	5.7%	Moderate
HHs Free market	76.1%	7.7%	8.8%	15.7%	79.4%	7.3%	4.7%	12.8%	
HHs Difference	15.8%	-4.8%	-4.8%	-10.9%	11.2%	-3.2%	-4.0%	-7.1%	
Census Tract 33.11								Census Tract 33.02	
HHs Actual proportions	73.0%	16.7%	0.0%	8.1%	90.6%	4.0%	0.6%	5.7%	Moderate
HHs Free market	73.7%	10.1%	7.9%	18.9%	79.4%	7.3%	4.7%	12.8%	
HHs Difference	-0.7%	6.6%	-7.9%	-10.8%	11.2%	-3.2%	-4.0%	-7.1%	
Census Tract 33.12								Census Tract 33.02	
HHs Actual proportions	78.1%	3.8%	10.8%	13.1%	90.6%	4.0%	0.6%	5.7%	Very High
HHs Free market	76.5%	7.4%	9.0%	15.1%	79.4%	7.3%	4.7%	12.8%	
HHs Difference	1.7%	-3.5%	1.8%	-2.0%	11.2%	-3.2%	-4.0%	-7.1%	
Census Tract 33.13								Census Tract 33.02	
HHs Actual proportions	72.7%	11.0%	12.4%	13.4%	90.6%	4.0%	0.6%	5.7%	Moderate
HHs Free market	74.7%	9.1%	8.3%	18.2%	79.4%	7.3%	4.7%	12.8%	
HHs Difference	-2.0%	1.9%	4.2%	-4.8%	11.2%	-3.2%	-4.0%	-7.1%	
Census Tract 33.14								Census Tract 33.02	
HHs Actual proportions	84.7%	5.8%	6.9%	12.0%	90.6%	4.0%	0.6%	5.7%	High
HHs Free market	74.6%	8.9%	8.4%	17.9%	79.4%	7.3%	4.7%	12.8%	
HHs Difference	10.0%	-3.1%	-1.5%	-5.9%	11.2%	-3.2%	-4.0%	-7.1%	
Census Tract 33.15								Census Tract 33.02	
HHs Actual proportions	85.6%	9.5%	3.1%	9.8%	90.6%	4.0%	0.6%	5.7%	High
HHs Free market	73.6%	9.6%	8.2%	19.8%	79.4%	7.3%	4.7%	12.8%	
HHs Difference	12.0%	-0.1%	-5.1%	-10.1%	11.2%	-3.2%	-4.0%	-7.1%	

Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 33.16	Census Tract 33.16 consists of parts of 2000 Census Tracts 33.02 and 32.03								
HHs Actual proportions	82.1%	10.8%	5.3%	9.0%	90.8%	3.2%	2.0%	5.1%	Moderate
HHs Free market	75.6%	8.3%	8.5%	16.5%	79.5%	7.3%	4.6%	12.6%	
HHs Difference	6.5%	2.5%	-3.2%	-7.5%	11.3%	-4.0%	-2.6%	-7.5%	
Census Tract 33.17								Census Tract 33.01	
HHs Actual proportions	83.2%	10.4%	1.8%	28.9%	86.6%	4.6%	2.7%	8.3%	High
HHs Free market	74.2%	9.2%	8.3%	19.3%	78.5%	7.5%	4.6%	13.9%	
HHs Difference	9.0%	1.2%	-6.4%	9.6%	8.1%	-3.0%	-1.9%	-5.6%	
Census Tract 33.18								Census Tract 33.01	
HHs Actual proportions	80.2%	9.8%	4.4%	9.0%	86.6%	4.6%	2.7%	8.3%	Very High
HHs Free market	73.6%	9.7%	8.1%	19.5%	78.5%	7.5%	4.6%	13.9%	
HHs Difference	6.6%	0.1%	-3.7%	-10.5%	8.1%	-3.0%	-1.9%	-5.6%	
Census Tract 33.19								Census Tract 33.01	
HHs Actual proportions	71.6%	16.5%	5.8%	18.2%	86.6%	4.6%	2.7%	8.3%	Moderate
HHs Free market	74.3%	9.2%	8.2%	19.4%	78.5%	7.5%	4.6%	13.9%	
HHs Difference	-2.7%	7.4%	-2.4%	-1.2%	8.1%	-3.0%	-1.9%	-5.6%	
Census Tract 33.20	Census Tract 33.20 consists of parts of 2000 Census Tracts 33.01 and 33.03								
HHs Actual proportions	87.6%	6.7%	3.5%	7.5%	85.4%	6.0%	2.7%	8.8%	Very High
HHs Free market	73.7%	9.6%	8.1%	20.3%	78.2%	7.7%	4.6%	14.2%	
HHs Difference	13.9%	-2.9%	-4.6%	-12.8%	7.2%	-1.7%	-1.8%	-5.4%	
Census Tract 33.21								Census Tract 33.01	
HHs Actual proportions	85.1%	5.8%	5.4%	6.6%	86.6%	4.6%	2.7%	8.3%	Very High
HHs Free market	77.0%	7.6%	8.6%	14.6%	78.5%	7.5%	4.6%	13.9%	
HHs Difference	8.1%	-1.8%	-3.1%	-8.1%	8.1%	-3.0%	-1.9%	-5.6%	
Census Tract 34.08									
HHs Actual proportions	77.1%	9.2%	6.1%	15.1%	82.8%	6.2%	5.5%	9.1%	Moderate
HHs Free market	73.7%	9.9%	8.1%	19.3%	78.8%	7.6%	4.6%	13.4%	
HHs Difference	3.4%	-0.6%	-1.9%	-4.2%	3.9%	-1.5%	0.9%	-4.3%	

Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 34.09									
HHs Actual proportions	80.6%	10.2%	4.0%	23.7%	86.7%	5.4%	1.7%	7.6%	Moderate
HHs Free market	72.5%	11.0%	7.5%	21.9%	77.0%	8.6%	4.6%	14.7%	
HHs Difference	8.2%	-0.8%	-3.6%	1.8%	9.6%	-3.2%	-2.9%	-7.1%	
Census Tract 34.10									
HHs Actual proportions	74.9%	14.9%	5.8%	8.0%	84.8%	8.4%	2.6%	5.1%	Moderate
HHs Free market	73.0%	10.5%	7.9%	20.0%	78.6%	7.7%	4.6%	13.5%	
HHs Difference	1.9%	4.4%	-2.1%	-12.0%	6.2%	0.7%	-2.0%	-8.4%	
Census Tract 34.11									
HHs Actual proportions	77.9%	7.5%	7.0%	11.0%	79.6%	8.7%	5.6%	9.0%	Moderate
HHs Free market	71.8%	11.6%	7.6%	22.0%	77.5%	8.3%	4.5%	14.7%	
HHs Difference	6.2%	-4.1%	-0.5%	-11.0%	2.1%	0.5%	1.1%	-5.8%	
Census Tract 34.12									
HHs Actual proportions	75.1%	10.4%	6.4%	11.8%	88.3%	4.6%	1.2%	7.1%	Moderate
HHs Free market	72.8%	10.6%	7.7%	20.9%	77.8%	8.1%	4.6%	14.3%	
HHs Difference	2.4%	-0.1%	-1.3%	-9.1%	10.5%	-3.5%	-3.4%	-7.1%	
Census Tract 34.13									
HHs Actual proportions	63.3%	16.5%	5.0%	26.1%	77.0%	10.0%	3.1%	15.2%	Moderate
HHs Free market	72.3%	11.2%	7.6%	21.5%	77.5%	8.3%	4.6%	14.6%	
HHs Difference	-9.0%	5.4%	-2.6%	4.7%	-0.5%	1.7%	-1.5%	0.6%	
Census Tract 34.14									
HHs Actual proportions	88.9%	2.1%	0.0%	18.7%	93.4%	1.1%	0.0%	7.0%	Moderate
HHs Free market	74.3%	9.3%	8.1%	19.7%	81.0%	6.3%	4.7%	11.6%	
HHs Difference	14.7%	-7.2%	-8.1%	-1.1%	12.4%	-5.2%	-4.7%	-4.5%	
Census Tract 34.15									
HHs Actual proportions	57.6%	18.8%	6.9%	30.0%	70.0%	13.2%	2.7%	13.2%	Low
HHs Free market	72.3%	10.9%	7.5%	22.5%	76.4%	9.0%	4.5%	15.3%	
HHs Difference	-14.7%	7.9%	-0.6%	7.5%	-6.3%	4.1%	-1.8%	-2.1%	

Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 34.16									
HHs Actual proportions	79.5%	4.6%	9.0%	22.8%	80.0%	11.3%	4.8%	7.0%	Low
HHs Free market	73.3%	10.2%	8.0%	19.7%	77.4%	8.4%	4.5%	14.6%	
HHs Difference	6.2%	-5.6%	1.0%	3.1%	2.6%	2.9%	0.3%	-7.6%	
Census Tract 34.18									
HHs Actual proportions	67.8%	21.8%	0.7%	30.3%	74.5%	13.0%	2.9%	6.2%	Moderate
HHs Free market	71.6%	11.7%	7.4%	23.3%	75.8%	9.2%	4.5%	16.1%	
HHs Difference	-3.8%	10.1%	-6.6%	6.9%	-1.3%	3.7%	-1.6%	-9.9%	
Census Tract 34.19									
HHs Actual proportions	67.0%	16.1%	2.6%	30.7%	67.7%	15.9%	3.7%	13.6%	Moderate
HHs Free market	71.6%	11.8%	7.5%	22.8%	75.5%	9.7%	4.4%	16.0%	
HHs Difference	-4.6%	4.4%	-4.8%	7.8%	-7.8%	6.2%	-0.8%	-2.5%	
Census Tract 34.20									
HHs Actual proportions	70.4%	13.4%	3.5%	35.9%	77.8%	11.9%	1.5%	14.0%	Low
HHs Free market	71.8%	11.9%	7.2%	23.1%	75.6%	9.5%	4.4%	15.9%	
HHs Difference	-1.3%	1.5%	-3.7%	12.8%	2.2%	2.4%	-2.9%	-1.9%	
Census Tract 34.21									
HHs Actual proportions	76.9%	12.1%	6.0%	13.3%	86.8%	5.1%	2.5%	8.0%	High
HHs Free market	71.8%	11.4%	7.6%	22.2%	77.6%	8.2%	4.6%	14.5%	
HHs Difference	5.0%	0.7%	-1.6%	-8.9%	9.2%	-3.1%	-2.1%	-6.5%	
Census Tract 34.22									
HHs Actual proportions	66.6%	17.9%	3.2%	26.9%	69.7%	17.9%	3.5%	15.4%	Low
HHs Free market	72.0%	11.4%	7.6%	22.6%	76.3%	9.3%	4.5%	15.0%	
HHs Difference	-5.4%	6.5%	-4.3%	4.4%	-6.6%	8.6%	-1.0%	0.4%	
Census Tract 34.23									
HHs Actual proportions	59.5%	19.5%	5.2%	21.9%	70.6%	12.6%	4.1%	22.0%	Very Low
HHs Free market	71.4%	12.1%	7.3%	22.5%	76.3%	9.2%	4.5%	15.2%	
HHs Difference	-11.9%	7.4%	-2.1%	-0.6%	-5.8%	3.4%	-0.4%	6.8%	

Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 34.26								Census Tract 34.17	
HHs Actual proportions	58.6%	14.7%	2.8%	20.6%	72.2%	13.1%	5.8%	13.0%	Low
HHs Free market	71.8%	11.2%	7.7%	22.5%	76.8%	8.8%	4.5%	14.9%	
HHs Difference	-13.2%	3.5%	-4.9%	-1.9%	-4.6%	4.4%	1.3%	-1.9%	
Census Tract 34.27								Census Tract 34.17	
HHs Actual proportions	71.0%	17.5%	4.2%	27.1%	72.2%	13.1%	5.8%	13.0%	Very Low
HHs Free market	72.0%	11.3%	7.6%	22.5%	76.8%	8.8%	4.5%	14.9%	
HHs Difference	-0.9%	6.1%	-3.4%	4.6%	-4.6%	4.4%	1.3%	-1.9%	
Census Tract 34.28								Census Tract 34.24	
HHs Actual proportions	75.2%	14.7%	0.0%	31.0%	66.9%	16.3%	2.9%	21.3%	Low
HHs Free market	71.2%	12.3%	7.2%	23.5%	75.9%	9.6%	4.4%	15.4%	
HHs Difference	4.0%	2.4%	-7.2%	7.5%	-9.0%	6.7%	-1.5%	5.9%	
Census Tract 34.29								Census Tract 34.24	
HHs Actual proportions	67.4%	19.4%	0.8%	26.5%	66.9%	16.3%	2.9%	21.3%	Very Low
HHs Free market	70.6%	12.8%	7.2%	23.2%	75.9%	9.6%	4.4%	15.4%	
HHs Difference	-3.2%	6.6%	-6.3%	3.3%	-9.0%	6.7%	-1.5%	5.9%	
Census Tract 34.30								Census Tract 34.25	
HHs Actual proportions	39.3%	50.4%	0.2%	23.5%	41.8%	33.5%	3.0%	28.8%	Very Low
HHs Free market	70.4%	13.2%	7.0%	23.3%	74.7%	10.5%	4.4%	16.0%	
HHs Difference	-31.0%	37.2%	-6.8%	0.2%	-32.9%	23.0%	-1.3%	12.8%	
Census Tract 34.31								Census Tract 34.25	
HHs Actual proportions	48.1%	31.3%	3.0%	46.8%	41.8%	33.5%	3.0%	28.8%	Very Low
HHs Free market	70.8%	12.6%	7.0%	24.1%	74.7%	10.5%	4.4%	16.0%	
HHs Difference	-22.7%	18.7%	-4.0%	22.8%	-32.9%	23.0%	-1.3%	12.8%	
Census Tract 35.00									
HHs Actual proportions	17.7%	70.6%	0.8%	18.2%	1.5%	94.2%	0.0%	2.8%	Very Low
HHs Free market	70.4%	13.4%	7.1%	22.6%	74.4%	10.8%	4.4%	16.0%	
HHs Difference	-52.7%	57.2%	-6.4%	-4.4%	-72.9%	83.4%	-4.4%	-13.2%	

Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 58.03	Census Tract 58.03 consists of parts of 2000 Census Tracts 58.03 and 58.06								
HHs Actual proportions	80.7%	7.7%	8.6%	5.9%	82.6%	7.4%	6.1%	6.2%	High
HHs Free market	73.5%	10.1%	8.0%	19.5%	77.9%	8.2%	4.6%	14.1%	
HHs Difference	7.2%	-2.4%	0.5%	-13.7%	4.7%	-0.8%	1.6%	-7.9%	
Census Tract 58.04									
HHs Actual proportions	74.2%	7.0%	11.3%	8.3%	81.7%	5.8%	7.8%	5.3%	Very High
HHs Free market	73.5%	10.0%	8.0%	19.9%	78.1%	8.0%	4.5%	14.1%	
HHs Difference	0.7%	-3.0%	3.3%	-11.6%	3.6%	-2.2%	3.3%	-8.8%	
Census Tract 58.05									
HHs Actual proportions	92.3%	5.1%	2.1%	8.7%	90.6%	4.0%	3.0%	6.6%	Very High
HHs Free market	74.6%	9.2%	8.3%	17.7%	79.4%	7.4%	4.6%	12.9%	
HHs Difference	17.7%	-4.2%	-6.2%	-8.9%	11.2%	-3.3%	-1.6%	-6.3%	
Census Tract 58.06									
HHs Actual proportions	82.1%	9.5%	6.4%	16.5%	81.0%	8.5%	5.0%	5.9%	Very High
HHs Free market	73.0%	10.6%	7.8%	20.8%	77.8%	8.2%	4.6%	14.1%	
HHs Difference	9.1%	-1.1%	-1.4%	-4.3%	3.2%	0.3%	0.4%	-8.2%	
Census Tract 58.07									
HHs Actual proportions	81.6%	5.9%	8.7%	10.8%	83.6%	7.8%	5.3%	6.4%	Very High
HHs Free market	73.5%	9.9%	8.0%	20.0%	78.3%	7.9%	4.6%	13.9%	
HHs Difference	8.0%	-3.9%	0.7%	-9.3%	5.2%	-0.1%	0.7%	-7.5%	
Census Tract 58.08									
HHs Actual proportions	80.6%	5.8%	6.3%	5.4%	89.2%	6.2%	2.1%	4.7%	Very High
HHs Free market	73.1%	10.3%	7.8%	21.1%	77.1%	8.7%	4.5%	14.7%	
HHs Difference	7.4%	-4.4%	-1.5%	-15.8%	12.1%	-2.6%	-2.4%	-10.0%	
Census Tract 58.09									
HHs Actual proportions	78.8%	7.7%	6.1%	14.1%	81.4%	5.8%	4.0%	9.5%	Very High
HHs Free market	72.0%	11.5%	7.5%	22.0%	76.9%	8.9%	4.5%	14.8%	
HHs Difference	6.8%	-3.8%	-1.4%	-7.9%	4.5%	-3.1%	-0.5%	-5.2%	

Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 58.22	Census Tract 58.10								
HHs Actual proportions	76.9%	0.0%	19.0%	5.2%	100.0%	0.0%	0.0%	0.0%	Very High
HHs Free market	75.4%	8.7%	8.6%	15.6%	78.7%	7.3%	4.4%	14.0%	
HHs Difference	1.5%	-8.7%	10.3%	-10.4%	21.3%	-7.3%	-4.4%	-14.0%	
Census Tract 58.23	Census Tract 58.23 consists of parts of 2000 Census Tracts 58.10 and 58.17								
HHs Actual proportions	75.3%	6.7%	13.3%	6.7%	97.0%	0.0%	0.0%	1.6%	Very High
HHs Free market	75.3%	8.4%	8.6%	17.4%	79.3%	7.3%	4.6%	12.8%	
HHs Difference	0.1%	-1.7%	4.7%	-10.6%	17.7%	-7.3%	-4.6%	-11.1%	
Census Tract 58.24	Census Tract 58.10								
HHs Actual proportions	86.8%	0.9%	5.1%	17.9%	100.0%	0.0%	0.0%	0.0%	Very High
HHs Free market	75.0%	9.2%	8.3%	16.9%	78.7%	7.3%	4.4%	14.0%	
HHs Difference	11.8%	-8.2%	-3.2%	1.0%	21.3%	-7.3%	-4.4%	-14.0%	

City of Henderson Racial and Hispanic Household Composition and Opportunity Index by Census Tract

Henderson Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Henderson Citywide									
HHs Actual proportions	82.7%	5.4%	6.2%	10.3%	87.9%	4.1%	3.0%	7.7%	Not applicable
HHs Free market	73.7%	9.9%	8.1%	19.4%	78.1%	8.0%	4.6%	14.0%	
HHs Difference	9.1%	-4.5%	-1.9%	-9.2%	9.9%	-4.0%	-1.5%	-6.3%	
Census Tract 28.21									
HHs Actual proportions	73.0%	9.8%	6.1%	12.6%	78.8%	6.6%	6.9%	12.1%	High
HHs Free market	71.6%	11.6%	7.4%	22.6%	76.5%	8.8%	4.5%	15.5%	
HHs Difference	1.4%	-1.8%	-1.4%	-10.0%	2.3%	-2.2%	2.4%	-3.4%	
Census Tract 51.01									
HHs Actual proportions	80.7%	5.2%	2.4%	15.0%	80.3%	8.2%	5.4%	8.9%	High
HHs Free market	72.8%	10.6%	7.8%	21.4%	77.7%	8.2%	4.5%	14.4%	
HHs Difference	7.9%	-5.4%	-5.3%	-6.3%	2.6%	0.0%	0.8%	-5.5%	
Census Tract 51.02									
HHs Actual proportions	86.9%	4.2%	4.0%	21.6%	84.1%	8.0%	4.0%	8.5%	Very High
HHs Free market	73.9%	9.9%	8.0%	19.1%	78.3%	7.7%	4.6%	14.2%	
HHs Difference	13.0%	-5.7%	-4.1%	2.5%	5.8%	0.2%	-0.6%	-5.7%	
Census Tract 51.03									
HHs Actual proportions	77.4%	11.5%	2.1%	16.7%	86.4%	4.4%	0.9%	8.8%	Very High
HHs Free market	71.8%	11.4%	7.5%	22.1%	77.5%	8.4%	4.5%	14.5%	
HHs Difference	5.6%	0.1%	-5.4%	-5.5%	9.0%	-4.0%	-3.7%	-5.7%	
Census Tract 51.04									
HHs Actual proportions	74.7%	10.2%	4.5%	12.5%	88.9%	2.6%	5.0%	6.8%	Very High
HHs Free market	73.3%	10.1%	8.0%	20.8%	77.9%	8.1%	4.5%	14.2%	
HHs Difference	1.4%	0.1%	-3.5%	-8.3%	10.9%	-5.4%	0.5%	-7.4%	
Census Tract 51.05									
HHs Actual proportions	78.9%	9.3%	5.2%	18.1%	91.3%	0.0%	1.1%	17.3%	Very Low
HHs Free market	72.6%	10.8%	7.7%	21.5%	76.7%	8.7%	4.5%	15.4%	
HHs Difference	6.4%	-1.5%	-2.5%	-3.4%	14.6%	-8.7%	-3.4%	1.9%	

Henderson Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 51.06									
HHs Actual proportions	77.9%	7.5%	6.3%	18.7%	85.4%	7.9%	0.6%	6.7%	Very High
HHs Free market	74.0%	9.6%	8.2%	19.3%	78.0%	8.1%	4.5%	14.1%	
HHs Difference	3.9%	-2.0%	-1.9%	-0.6%	7.4%	-0.1%	-3.9%	-7.4%	
Census Tract 51.07									
HHs Actual proportions	84.3%	2.6%	8.3%	13.7%	88.1%	3.8%	2.7%	4.9%	High
HHs Free market	74.1%	9.4%	8.1%	19.3%	78.5%	7.8%	4.5%	13.6%	
HHs Difference	10.2%	-6.8%	0.1%	-5.5%	9.6%	-4.0%	-1.8%	-8.8%	
Census Tract 51.08									
HHs Actual proportions	84.2%	5.9%	6.2%	6.9%	83.8%	4.2%	4.3%	7.3%	High
HHs Free market	73.1%	10.5%	7.8%	20.1%	77.2%	8.5%	4.5%	14.8%	
HHs Difference	11.1%	-4.6%	-1.6%	-13.2%	6.6%	-4.3%	-0.2%	-7.5%	
Census Tract 51.09									
HHs Actual proportions	78.7%	4.5%	8.2%	13.5%	82.9%	4.7%	5.4%	10.8%	Moderate
HHs Free market	73.4%	10.0%	8.0%	20.1%	78.2%	7.9%	4.6%	13.9%	
HHs Difference	5.3%	-5.5%	0.2%	-6.6%	4.8%	-3.2%	0.8%	-3.2%	
Census Tract 52.00									
HHs Actual proportions	91.7%	1.6%	1.8%	11.5%	90.6%	2.1%	1.2%	12.2%	Very Low
HHs Free market	70.7%	12.8%	7.1%	22.7%	74.8%	10.3%	4.4%	16.0%	
HHs Difference	21.0%	-11.2%	-5.3%	-11.2%	15.8%	-8.2%	-3.2%	-3.9%	
Census Tract 53.11									
HHs Actual proportions	84.2%	6.9%	5.5%	17.2%	81.5%	7.5%	6.2%	6.9%	Very High
HHs Free market	73.4%	10.0%	7.8%	20.9%	77.9%	8.2%	4.5%	14.2%	
HHs Difference	10.8%	-3.1%	-2.3%	-3.7%	3.6%	-0.6%	1.6%	-7.4%	
Census Tract 53.12									
HHs Actual proportions	77.0%	9.1%	11.3%	7.0%	89.4%	0.0%	4.6%	7.1%	Very High
HHs Free market	74.3%	9.5%	8.2%	18.5%	79.7%	7.0%	4.7%	12.7%	
HHs Difference	2.7%	-0.4%	3.1%	-11.5%	9.7%	-7.0%	-0.1%	-5.6%	

Henderson Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 53.13									
HHs Actual proportions	83.5%	5.3%	6.7%	13.8%	88.1%	2.2%	3.8%	7.3%	Very High
HHs Free market	74.4%	9.0%	8.4%	18.5%	79.2%	7.4%	4.6%	13.0%	
HHs Difference	9.1%	-3.7%	-1.7%	-4.7%	8.9%	-5.3%	-0.7%	-5.7%	
Census Tract 53.14									
HHs Actual proportions	91.4%	3.4%	3.6%	12.6%	92.0%	0.7%	2.3%	6.6%	Very High
HHs Free market	74.8%	9.0%	8.4%	17.6%	79.2%	7.3%	4.6%	13.2%	
HHs Difference	16.5%	-5.6%	-4.8%	-5.0%	12.8%	-6.6%	-2.3%	-6.6%	
Census Tract 53.15									
HHs Actual proportions	82.8%	8.1%	4.8%	3.4%	88.3%	4.9%	2.1%	4.3%	Very High
HHs Free market	72.5%	10.9%	7.8%	20.9%	79.1%	7.4%	4.5%	13.3%	
HHs Difference	10.3%	-2.8%	-3.0%	-17.5%	9.2%	-2.5%	-2.5%	-9.0%	
Census Tract 53.16									
HHs Actual proportions	82.1%	8.1%	2.9%	11.0%	87.9%	3.7%	3.6%	9.4%	High
HHs Free market	73.8%	9.5%	8.1%	19.9%	78.6%	7.6%	4.6%	13.7%	
HHs Difference	8.3%	-1.5%	-5.2%	-9.0%	9.3%	-3.9%	-1.0%	-4.3%	
Census Tract 53.17									
HHs Actual proportions	84.4%	3.3%	8.2%	9.7%	86.2%	4.8%	6.3%	5.8%	Very High
HHs Free market	73.2%	10.5%	7.8%	20.2%	77.8%	8.2%	4.5%	14.3%	
HHs Difference	11.2%	-7.2%	0.4%	-10.5%	8.4%	-3.4%	1.8%	-8.5%	
Census Tract 53.18									
HHs Actual proportions	85.3%	1.4%	10.0%	8.2%	92.2%	1.5%	5.0%	2.4%	Very High
HHs Free market	74.3%	9.7%	8.0%	18.5%	79.9%	7.2%	4.6%	12.4%	
HHs Difference	11.1%	-8.2%	2.0%	-10.2%	12.3%	-5.7%	0.3%	-9.9%	
Census Tract 53.20									
HHs Actual proportions	84.6%	8.1%	2.5%	6.4%	87.0%	6.6%	1.2%	7.3%	High
HHs Free market	74.4%	9.2%	8.2%	19.1%	78.3%	8.0%	4.6%	13.6%	
HHs Difference	10.3%	-1.1%	-5.7%	-12.6%	8.7%	-1.4%	-3.4%	-6.3%	

Henderson Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 53.21									
HHs Actual proportions	78.9%	3.7%	10.6%	10.0%	87.7%	5.3%	4.0%	6.1%	Very High
HHs Free market	75.4%	8.3%	8.6%	16.6%	80.0%	7.0%	4.6%	12.3%	
HHs Difference	3.4%	-4.6%	1.9%	-6.6%	7.7%	-1.6%	-0.7%	-6.2%	
Census Tract 53.22									
HHs Actual proportions	81.9%	1.8%	7.2%	9.2%	98.3%	0.0%	0.0%	1.9%	High
HHs Free market	74.8%	9.0%	8.2%	18.1%	81.1%	6.4%	4.7%	11.4%	
HHs Difference	7.0%	-7.3%	-1.1%	-8.9%	17.3%	-6.4%	-4.7%	-9.5%	
Census Tract 53.33									
HHs Actual proportions	93.6%	1.3%	1.8%	4.0%	91.9%	2.5%	4.1%	4.5%	Very High
HHs Free market	74.8%	9.0%	8.6%	16.9%	79.5%	7.2%	4.6%	12.7%	
HHs Difference	18.8%	-7.7%	-6.8%	-12.9%	12.4%	-4.7%	-0.5%	-8.2%	
Census Tract 53.35									
HHs Actual proportions	91.0%	2.6%	0.0%	13.1%	93.8%	1.9%	0.7%	4.7%	Moderate
HHs Free market	74.6%	9.0%	8.2%	18.5%	79.4%	7.3%	4.6%	13.1%	
HHs Difference	16.4%	-6.4%	-8.2%	-5.5%	14.5%	-5.4%	-3.8%	-8.4%	
Census Tract 53.36									
HHs Actual proportions	84.8%	6.7%	4.6%	8.5%	93.8%	2.1%	1.4%	6.2%	Moderate
HHs Free market	71.7%	11.9%	7.3%	22.9%	76.1%	9.3%	4.4%	15.5%	
HHs Difference	13.1%	-5.2%	-2.7%	-14.4%	17.7%	-7.2%	-3.0%	-9.3%	
Census Tract 53.37									
HHs Actual proportions	91.1%	5.1%	1.0%	1.4%	90.0%	3.6%	4.1%	5.1%	Very High
HHs Free market	75.4%	8.5%	8.6%	16.6%	80.7%	6.5%	4.7%	11.8%	
HHs Difference	15.7%	-3.4%	-7.6%	-15.2%	9.3%	-2.9%	-0.6%	-6.6%	
Census Tract 53.38									
HHs Actual proportions	95.1%	2.9%	1.3%	6.8%	94.9%	1.9%	2.2%	2.0%	Very High
HHs Free market	72.7%	10.8%	7.7%	21.4%	76.5%	9.0%	4.5%	15.1%	
HHs Difference	22.4%	-7.9%	-6.4%	-14.6%	18.4%	-7.1%	-2.2%	-13.1%	

Henderson Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 53.41									
HHs Actual proportions	87.9%	3.1%	4.2%	13.4%	85.9%	3.4%	2.1%	6.0%	High
HHs Free market	73.5%	9.8%	7.9%	20.9%	78.9%	7.5%	4.6%	13.6%	
HHs Difference	14.4%	-6.7%	-3.8%	-7.5%	7.1%	-4.1%	-2.5%	-7.6%	
Census Tract 53.42									
HHs Actual proportions	91.6%	1.6%	3.2%	12.0%	88.9%	4.6%	1.1%	9.2%	High
HHs Free market	74.1%	9.5%	8.0%	19.8%	77.7%	8.0%	4.6%	14.5%	
HHs Difference	17.5%	-7.9%	-4.8%	-7.9%	11.2%	-3.4%	-3.5%	-5.3%	
Census Tract 53.43									
HHs Actual proportions	95.0%	0.7%	1.1%	11.5%	98.1%	0.0%	0.0%	5.7%	High
HHs Free market	73.2%	10.4%	7.9%	19.9%	78.4%	7.7%	4.6%	13.8%	
HHs Difference	21.8%	-9.7%	-6.8%	-8.4%	19.7%	-7.7%	-4.6%	-8.2%	
Census Tract 53.46	Census Tract 53.31								
HHs Actual proportions	75.9%	9.0%	13.7%	10.7%	87.1%	5.5%	4.7%	6.5%	Very High
HHs Free market	74.1%	9.4%	8.1%	19.1%	79.0%	7.5%	4.6%	13.1%	
HHs Difference	1.8%	-0.5%	5.5%	-8.4%	8.0%	-2.0%	0.0%	-6.5%	
Census Tract 53.47	Census Tract 53.47 consists of parts of 2000 Census Tracts 53.31 and 57.10								
HHs Actual proportions	82.7%	3.5%	10.0%	7.0%	88.6%	4.1%	4.1%	5.4%	Very High
HHs Free market	74.6%	9.3%	8.2%	17.6%	79.4%	7.3%	4.6%	12.8%	
HHs Difference	8.1%	-5.8%	1.8%	-10.7%	9.2%	-3.2%	-0.5%	-7.3%	
Census Tract 53.48	Census Tract 53.31								
HHs Actual proportions	78.5%	2.9%	15.6%	5.8%	87.1%	5.5%	4.7%	6.5%	Very High
HHs Free market	75.4%	8.5%	8.6%	17.0%	79.0%	7.5%	4.6%	13.1%	
HHs Difference	3.1%	-5.5%	7.0%	-11.2%	8.0%	-2.0%	0.0%	-6.5%	
Census Tract 53.49	Census Tract 53.32								
HHs Actual proportions	83.1%	5.2%	6.9%	10.3%	89.3%	3.7%	3.9%	7.4%	Very High
HHs Free market	73.9%	10.0%	8.2%	17.9%	79.1%	7.4%	4.6%	13.1%	
HHs Difference	9.2%	-4.8%	-1.3%	-7.6%	10.2%	-3.7%	-0.7%	-5.6%	

Henderson Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 53.50	Census Tract 53.32								
HHs Actual proportions	84.3%	4.4%	7.4%	3.8%	89.3%	3.7%	3.9%	7.4%	Very High
HHs Free market	74.3%	9.5%	8.3%	17.7%	79.1%	7.4%	4.6%	13.1%	
HHs Difference	10.0%	-5.1%	-0.9%	-13.9%	10.2%	-3.7%	-0.7%	-5.6%	
Census Tract 53.51	Census Tract 53.32								
HHs Actual proportions	74.7%	3.9%	13.1%	8.9%	89.3%	3.7%	3.9%	7.4%	Very High
HHs Free market	73.5%	9.9%	8.0%	19.9%	79.1%	7.4%	4.6%	13.1%	
HHs Difference	1.2%	-6.0%	5.0%	-11.0%	10.2%	-3.7%	-0.7%	-5.6%	
Census Tract 53.52	Census Tract 53.34								
HHs Actual proportions	79.4%	6.3%	7.8%	2.7%	88.0%	4.6%	3.9%	7.0%	Very High
HHs Free market	74.8%	9.0%	8.5%	16.9%	78.9%	7.5%	4.6%	13.3%	
HHs Difference	4.6%	-2.8%	-0.7%	-14.2%	9.2%	-2.9%	-0.7%	-6.3%	
Census Tract 53.53	Census Tract 53.34								
HHs Actual proportions	81.3%	1.1%	13.6%	13.7%	88.0%	4.6%	3.9%	7.0%	Moderate
HHs Free market	73.8%	9.7%	8.0%	19.7%	78.9%	7.5%	4.6%	13.3%	
HHs Difference	7.5%	-8.6%	5.6%	-6.1%	9.2%	-2.9%	-0.7%	-6.3%	
Census Tract 53.54	Census Tract 53.34								
HHs Actual proportions	76.8%	7.3%	7.8%	9.7%	88.0%	4.6%	3.9%	7.0%	Low
HHs Free market	72.7%	10.5%	8.0%	20.5%	78.9%	7.5%	4.6%	13.3%	
HHs Difference	4.1%	-3.2%	-0.2%	-10.9%	9.2%	-2.9%	-0.7%	-6.3%	
Census Tract 53.55	Census Tract 53.55 consists of parts of 2000 Census Tracts 53.39 and 57.10								
HHs Actual proportions	82.7%	2.9%	7.0%	9.7%	90.2%	4.1%	2.4%	4.8%	Very High
HHs Free market	73.4%	10.1%	8.0%	19.9%	78.8%	7.6%	4.6%	13.5%	
HHs Difference	9.3%	-7.2%	-1.0%	-10.2%	11.4%	-3.5%	-2.1%	-8.7%	
Census Tract 53.56	Census Tract 53.39								
HHs Actual proportions	87.2%	3.0%	3.8%	6.0%	89.7%	5.2%	2.1%	5.3%	Very High
HHs Free market	76.3%	7.8%	8.7%	15.1%	78.2%	7.8%	4.6%	14.1%	
HHs Difference	10.9%	-4.8%	-4.9%	-9.2%	11.5%	-2.6%	-2.5%	-8.7%	

Henderson Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 53.57	Census Tract 53.57 consists of parts of 2000 Census Tracts 53.34, 53.39, and 57.10								
HHs Actual proportions	77.4%	6.6%	10.7%	2.4%	89.4%	4.3%	2.9%	5.5%	Low
HHs Free market	73.7%	9.8%	8.1%	19.3%	78.8%	7.6%	4.6%	13.4%	
HHs Difference	3.7%	-3.2%	2.6%	-16.9%	10.6%	-3.3%	-1.6%	-7.9%	
Census Tract 53.58	Census Tract 53.58 consists of parts of 2000 Census Tracts 53.39 and 57.10								
HHs Actual proportions	87.2%	0.0%	5.3%	7.0%	90.2%	4.1%	2.4%	4.8%	High
HHs Free market	76.1%	7.8%	8.7%	16.2%	78.8%	7.6%	4.6%	13.5%	
HHs Difference	11.1%	-7.8%	-3.4%	-9.2%	11.4%	-3.5%	-2.1%	-8.7%	
Census Tract 53.59	Census Tract 53.59 consists of parts of 2000 Census Tracts 53.41, 53.42, 53.45, and 57.10								
HHs Actual proportions	87.1%	10.1%	2.4%	7.6%	89.8%	2.8%	2.3%	6.3%	Very High
HHs Free market	79.1%	7.4%	4.6%	13.2%	79.1%	7.4%	4.6%	13.2%	
HHs Difference	8.0%	2.7%	-2.2%	-5.6%	10.7%	-4.6%	-2.3%	-6.8%	
Census Tract 53.60	Census Tract 53.60 consists of parts of 2000 Census Tracts 53.43, 53.45, and 54.31								
HHs Actual proportions	88.9%	2.4%	1.6%	10.1%	92.6%	1.6%	1.6%	6.3%	High
HHs Free market	75.1%	8.6%	8.3%	17.9%	79.2%	7.3%	4.6%	13.1%	
HHs Difference	13.8%	-6.2%	-6.7%	-7.8%	13.4%	-5.7%	-3.1%	-6.8%	
Census Tract 54.21									
HHs Actual proportions	77.7%	17.5%	0.0%	12.3%	88.2%	4.5%	3.6%	8.8%	Very Low
HHs Free market	71.0%	12.4%	7.3%	22.5%	74.8%	10.3%	4.4%	16.2%	
HHs Difference	6.7%	5.1%	-7.3%	-10.2%	13.4%	-5.8%	-0.8%	-7.4%	
Census Tract 54.22									
HHs Actual proportions	78.2%	4.7%	2.5%	24.8%	83.4%	5.3%	0.0%	18.9%	Low
HHs Free market	71.5%	11.8%	7.5%	21.8%	76.4%	9.1%	4.4%	15.3%	
HHs Difference	6.7%	-7.1%	-5.0%	3.0%	7.0%	-3.8%	-4.4%	3.6%	
Census Tract 54.23									
HHs Actual proportions	77.8%	10.0%	4.7%	13.3%	83.9%	7.6%	0.6%	10.9%	Moderate
HHs Free market	72.4%	11.2%	7.6%	21.4%	75.6%	10.1%	4.4%	14.9%	
HHs Difference	5.4%	-1.2%	-2.9%	-8.0%	8.3%	-2.5%	-3.9%	-4.0%	

Henderson Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 54.33									
HHs Actual proportions	87.2%	1.6%	1.1%	11.4%	90.3%	0.9%	0.6%	7.0%	High
HHs Free market	74.7%	9.0%	8.4%	17.8%	77.7%	8.3%	4.6%	14.2%	
HHs Difference	12.5%	-7.5%	-7.4%	-6.4%	12.6%	-7.4%	-3.9%	-7.2%	
Census Tract 54.34								Census Tract 54.31	
HHs Actual proportions	90.9%	1.9%	2.7%	18.6%	90.6%	2.2%	1.4%	6.6%	Very High
HHs Free market	73.8%	9.7%	8.2%	19.4%	79.2%	7.2%	4.6%	13.3%	
HHs Difference	17.1%	-7.8%	-5.5%	-0.8%	11.5%	-5.1%	-3.2%	-6.7%	
Census Tract 54.35	Census Tract 54.35 consists of parts of 2000 Census Tracts 54.31, 54.33, and 55.01								
HHs Actual proportions	96.1%	2.6%	0.8%	6.5%	92.9%	1.1%	1.3%	4.3%	Moderate
HHs Free market	73.7%	9.8%	8.1%	19.1%	77.8%	8.2%	4.5%	14.1%	
HHs Difference	22.4%	-7.2%	-7.3%	-12.5%	15.0%	-7.1%	-3.2%	-9.8%	
Census Tract 54.36								Census Tract 54.11	
HHs Actual proportions	78.0%	9.0%	5.1%	10.8%	90.1%	2.8%	3.5%	8.3%	Low
HHs Free market	73.0%	10.1%	8.2%	20.1%	78.1%	7.9%	4.6%	14.1%	
HHs Difference	4.9%	-1.1%	-3.1%	-9.3%	12.0%	-5.1%	-1.1%	-5.8%	
Census Tract 54.37	Census Tract 54.37 consists of parts of 2000 Census Tracts 54.11 and 61.01								
HHs Actual proportions	92.9%	1.7%	2.8%	3.3%	90.7%	3.0%	3.4%	8.2%	Very Low
HHs Free market	75.3%	8.6%	8.6%	16.4%	76.8%	7.4%	4.5%	13.3%	
HHs Difference	17.5%	-6.9%	-5.8%	-13.1%	13.9%	-4.4%	-1.1%	-5.1%	
Census Tract 54.38								Census Tract 54.12	
HHs Actual proportions	73.7%	13.2%	2.8%	14.3%	85.4%	5.8%	1.6%	11.8%	Very Low
HHs Free market	70.4%	12.9%	7.3%	22.9%	75.7%	9.6%	4.4%	15.8%	
HHs Difference	3.3%	0.3%	-4.5%	-8.5%	9.7%	-3.8%	-2.8%	-4.0%	
Census Tract 54.39								Census Tract 54.12	
HHs Actual proportions	75.9%	9.8%	4.1%	24.9%	85.4%	5.8%	1.6%	11.8%	Very Low
HHs Free market	71.4%	11.9%	7.3%	23.2%	75.7%	9.6%	4.4%	15.8%	
HHs Difference	4.5%	-2.1%	-3.2%	1.7%	9.7%	-3.8%	-2.8%	-4.0%	

Henderson Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 57.11	Census Tract 57.11 consists of parts of 2000 Census Tracts 53.39 and 57.10								
HHs Actual proportions	86.2%	0.7%	6.1%	3.3%	90.2%	4.1%	2.4%	4.8%	Very High
HHs Free market	76.0%	8.1%	8.6%	15.8%	78.8%	7.6%	4.6%	13.5%	
HHs Difference	10.2%	-7.5%	-2.5%	-12.5%	11.4%	-3.5%	-2.1%	-8.7%	
Census Tract 57.12	Census Tract 57.12 consists of parts of 2000 Census Tracts 28.15, 28.16, 53.31, and 57.10								
HHs Actual proportions	77.3%	5.2%	14.8%	9.7%	85.7%	3.1%	6.9%	7.1%	High
HHs Free market	79.2%	7.4%	4.6%	12.9%	79.4%	7.3%	4.6%	12.8%	
HHs Difference	-1.9%	-2.2%	10.2%	-3.2%	6.3%	-4.2%	2.2%	-5.7%	
Census Tract 57.13	Census Tract 57.10								
HHs Actual proportions	83.7%	2.8%	5.4%	4.7%	91.1%	1.8%	3.2%	3.7%	High
HHs Free market	74.4%	9.3%	8.1%	18.7%	79.9%	7.1%	4.6%	12.3%	
HHs Difference	9.3%	-6.5%	-2.7%	-14.0%	11.1%	-5.3%	-1.4%	-8.6%	
Census Tract 57.14	Census Tract 57.14 consists of parts of 2000 Census Tracts 53.31 and 57.10								
HHs Actual proportions	89.3%	2.7%	6.7%	2.6%	88.6%	4.1%	4.1%	5.4%	Very High
HHs Free market	73.8%	9.8%	8.0%	19.6%	79.4%	7.3%	4.6%	12.8%	
HHs Difference	15.5%	-7.1%	-1.4%	-16.9%	9.2%	-3.2%	-0.5%	-7.3%	
Census Tract 57.15	Census Tract 57.10								
HHs Actual proportions	82.2%	7.9%	8.2%	5.7%	91.1%	1.8%	3.2%	3.7%	Very High
HHs Free market	77.1%	7.6%	9.0%	13.2%	79.9%	7.1%	4.6%	12.3%	
HHs Difference	5.2%	0.3%	-0.8%	-7.5%	11.1%	-5.3%	-1.4%	-8.6%	
Census Tract 57.16	Census Tract 57.10								
HHs Actual proportions	72.0%	6.3%	16.7%	0.9%	91.1%	1.8%	3.2%	3.7%	High
HHs Free market	74.1%	9.5%	8.3%	18.8%	79.9%	7.1%	4.6%	12.3%	
HHs Difference	-2.1%	-3.2%	8.5%	-17.9%	11.1%	-5.3%	-1.4%	-8.6%	

City of North Las Vegas Racial and Hispanic Composition and Opportunity Index by Census Tract

North Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
North Las Vegas Citywide									
HHs Actual proportions	58.1%	22.0%	5.9%	29.5%	60.6%	20.6%	2.9%	27.7%	Not applicable
HHs Free market	72.8%	10.6%	7.8%	21.0%	76.6%	8.9%	4.5%	15.0%	
HHs Difference	-14.7%	11.5%	-1.9%	8.5%	-16.0%	11.6%	-1.6%	12.7%	
Census Tract 36.07									
HHs Actual proportions	62.4%	13.6%	7.5%	27.2%	74.0%	15.4%	5.8%	12.3%	Moderate
HHs Free market	73.1%	10.2%	8.1%	20.2%	79.4%	7.1%	4.7%	13.0%	
HHs Difference	-10.7%	3.4%	-0.6%	7.1%	-5.3%	8.3%	1.1%	-0.7%	
Census Tract 36.09									
HHs Actual proportions	73.6%	12.5%	0.7%	19.4%	86.5%	3.9%	3.1%	6.2%	Moderate
HHs Free market	73.1%	10.1%	7.9%	21.0%	78.7%	7.5%	4.6%	13.5%	
HHs Difference	0.5%	2.4%	-7.3%	-1.5%	7.8%	-3.6%	-1.5%	-7.3%	
Census Tract 36.10									
HHs Actual proportions	67.0%	13.7%	7.6%	29.4%	76.9%	13.9%	1.4%	12.2%	Low
HHs Free market	73.7%	9.5%	8.0%	20.6%	78.6%	7.6%	4.6%	13.6%	
HHs Difference	-6.7%	4.2%	-0.4%	8.8%	-1.7%	6.2%	-3.1%	-1.4%	
Census Tract 36.12									
HHs Actual proportions	57.5%	23.6%	6.1%	17.1%	72.7%	13.0%	3.5%	12.7%	Very Low
HHs Free market	72.5%	10.9%	7.6%	21.4%	78.2%	7.8%	4.6%	13.9%	
HHs Difference	-15.1%	12.7%	-1.6%	-4.3%	-5.6%	5.2%	-1.1%	-1.2%	
Census Tract 36.13									
HHs Actual proportions	43.7%	22.7%	6.5%	32.6%	67.2%	18.5%	3.6%	15.4%	Low
HHs Free market	72.6%	10.7%	7.9%	20.6%	78.1%	7.9%	4.5%	14.1%	
HHs Difference	-28.9%	12.0%	-1.4%	12.0%	-10.9%	10.6%	-0.9%	1.4%	

North Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012

Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 36.15									
HHs Actual proportions	54.4%	23.3%	2.9%	27.2%	69.2%	22.3%	4.0%	8.1%	Low
HHs Free market	72.5%	10.9%	7.7%	21.5%	77.0%	8.6%	4.6%	14.8%	
HHs Difference	-18.1%	12.4%	-4.8%	5.6%	-7.8%	13.7%	-0.5%	-6.7%	
Census Tract 36.16	Census Tract 36.02								
HHs Actual proportions	28.3%	47.9%	1.3%	37.0%	20.5%	62.9%	2.4%	18.4%	Low
HHs Free market	71.9%	11.5%	7.4%	22.7%	74.8%	10.3%	4.5%	15.9%	
HHs Difference	-43.6%	36.4%	-6.1%	14.3%	-54.3%	52.6%	-2.1%	2.5%	
Census Tract 36.17	Census Tract 36.02								
HHs Actual proportions	31.7%	49.2%	9.8%	29.7%	20.5%	62.9%	2.4%	18.4%	Very Low
HHs Free market	71.5%	11.9%	7.7%	21.8%	74.8%	10.3%	4.5%	15.9%	
HHs Difference	-39.8%	37.3%	2.2%	7.9%	-54.3%	52.6%	-2.1%	2.5%	
Census Tract 36.18	Census Tract 36.03								
HHs Actual proportions	66.4%	16.7%	5.8%	14.9%	100.0%	0.0%	0.0%	0.0%	High
HHs Free market	73.5%	9.9%	8.0%	20.1%	76.1%	8.4%	4.6%	16.8%	
HHs Difference	-7.1%	6.9%	-2.2%	-5.1%	23.9%	-8.4%	-4.6%	-16.8%	
Census Tract 36.19	Census Tract 36.03								
HHs Actual proportions	60.5%	7.3%	16.5%	19.6%	100.0%	0.0%	0.0%	0.0%	Very High
HHs Free market	77.6%	6.8%	9.1%	13.1%	76.1%	8.4%	4.6%	16.8%	
HHs Difference	-17.2%	0.5%	7.4%	6.6%	23.9%	-8.4%	-4.6%	-16.8%	
Census Tract 36.20	Census Tract 36.20 consists of parts of 2000 Census Tracts 36.03 and 36.05								
HHs Actual proportions	65.2%	17.1%	11.2%	12.1%	74.6%	14.1%	3.4%	8.5%	Very High
HHs Free market	75.0%	8.5%	8.6%	17.4%	77.8%	8.0%	4.6%	14.6%	
HHs Difference	-9.8%	8.6%	2.7%	-5.3%	-3.2%	6.2%	-1.2%	-6.1%	
Census Tract 36.21	Census Tract 36.03								
HHs Actual proportions	82.9%	9.5%	5.0%	2.1%	100.0%	0.0%	0.0%	0.0%	Moderate
HHs Free market	73.0%	10.2%	7.8%	21.1%	76.1%	8.4%	4.6%	16.8%	
HHs Difference	9.9%	-0.7%	-2.8%	-19.1%	23.9%	-8.4%	-4.6%	-16.8%	

North Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 36.22	Census Tract 36.03								
HHs Actual proportions	52.3%	17.9%	19.1%	14.7%	100.0%	0.0%	0.0%	0.0%	Very High
HHs Free market	74.6%	9.1%	8.7%	16.8%	76.1%	8.4%	4.6%	16.8%	
HHs Difference	-22.3%	8.8%	10.4%	-2.2%	23.9%	-8.4%	-4.6%	-16.8%	
Census Tract 36.23	Census Tract 36.03								
HHs Actual proportions	44.7%	30.0%	7.0%	24.9%	100.0%	0.0%	0.0%	0.0%	Moderate
HHs Free market	72.8%	10.5%	7.6%	22.2%	76.1%	8.4%	4.6%	16.8%	
HHs Difference	-28.1%	19.5%	-0.6%	2.7%	23.9%	-8.4%	-4.6%	-16.8%	
Census Tract 36.24	Census Tract 36.24 consists of parts of 2000 Census Tracts 36.03 and 36.08								
HHs Actual proportions	49.6%	36.7%	6.7%	21.6%	79.7%	8.1%	3.5%	15.0%	Moderate
HHs Free market	73.6%	9.9%	7.9%	20.5%	77.9%	7.9%	4.6%	14.5%	
HHs Difference	-24.0%	26.8%	-1.2%	1.0%	1.9%	0.2%	-1.1%	0.6%	
Census Tract 36.25	Census Tract 36.03								
HHs Actual proportions	61.9%	22.6%	10.6%	16.5%	100.0%	0.0%	0.0%	0.0%	Moderate
HHs Free market	73.8%	9.5%	8.3%	19.6%	76.1%	8.4%	4.6%	16.8%	
HHs Difference	-11.9%	13.1%	2.3%	-3.1%	23.9%	-8.4%	-4.6%	-16.8%	
Census Tract 36.26	Census Tract 36.03								
HHs Actual proportions	65.1%	15.8%	17.2%	18.3%	100.0%	0.0%	0.0%	0.0%	Low
HHs Free market	73.7%	9.6%	8.5%	18.2%	76.1%	8.4%	4.6%	16.8%	
HHs Difference	-8.5%	6.2%	8.7%	0.1%	23.9%	-8.4%	-4.6%	-16.8%	
Census Tract 36.27	Census Tract 36.03								
HHs Actual proportions	51.8%	20.1%	15.9%	22.2%	100.0%	0.0%	0.0%	0.0%	Moderate
HHs Free market	73.6%	9.6%	8.0%	20.8%	76.1%	8.4%	4.6%	16.8%	
HHs Difference	-21.8%	10.5%	7.9%	1.4%	23.9%	-8.4%	-4.6%	-16.8%	
Census Tract 36.28	Census Tract 36.28 consists of parts of 2000 Census Tracts 36.03 and 60.00								
HHs Actual proportions	51.9%	23.4%	6.7%	21.2%	71.1%	15.0%	2.6%	11.1%	Very Low
HHs Free market	73.3%	9.9%	7.9%	21.0%	75.1%	9.6%	4.4%	16.7%	
HHs Difference	-21.4%	13.5%	-1.2%	0.2%	-4.1%	5.3%	-1.8%	-5.6%	

North Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 36.29	Census Tract 36.04								
HHs Actual proportions	61.2%	21.5%	5.1%	14.1%	79.9%	11.5%	3.0%	9.5%	Moderate
HHs Free market	73.4%	9.7%	8.2%	20.0%	77.9%	8.0%	4.6%	14.3%	
HHs Difference	-12.2%	11.8%	-3.1%	-5.9%	2.0%	3.5%	-1.5%	-4.8%	
Census Tract 36.30	Census Tract 36.04								
HHs Actual proportions	61.3%	19.4%	10.5%	17.9%	79.9%	11.5%	3.0%	9.5%	High
HHs Free market	73.6%	9.7%	8.0%	20.2%	77.9%	8.0%	4.6%	14.3%	
HHs Difference	-12.3%	9.6%	2.5%	-2.2%	2.0%	3.5%	-1.5%	-4.8%	
Census Tract 36.31	Census Tract 36.05								
HHs Actual proportions	55.1%	23.3%	5.9%	27.4%	73.8%	14.6%	3.5%	8.8%	High
HHs Free market	73.7%	9.6%	8.2%	20.0%	77.9%	8.0%	4.6%	14.5%	
HHs Difference	-18.6%	13.7%	-2.3%	7.4%	-4.0%	6.6%	-1.1%	-5.7%	
Census Tract 36.32	Census Tract 36.05								
HHs Actual proportions	69.1%	12.4%	5.4%	23.6%	73.8%	14.6%	3.5%	8.8%	Moderate
HHs Free market	73.3%	9.9%	8.1%	19.9%	77.9%	8.0%	4.6%	14.5%	
HHs Difference	-4.2%	2.5%	-2.7%	3.8%	-4.0%	6.6%	-1.1%	-5.7%	
Census Tract 36.33	Census Tract 36.33 consists of parts of 2000 Census Tracts 36.04, 36.05, and 36.10								
HHs Actual proportions	73.0%	17.8%	3.9%	27.4%	76.5%	13.5%	2.8%	9.9%	Low
HHs Free market	72.9%	10.3%	7.7%	22.0%	78.1%	7.9%	4.6%	14.2%	
HHs Difference	0.1%	7.5%	-3.8%	5.4%	-1.6%	5.6%	-1.8%	-4.2%	
Census Tract 36.34	Census Tract 36.05								
HHs Actual proportions	60.4%	29.2%	5.3%	16.8%	73.8%	14.6%	3.5%	8.8%	High
HHs Free market	73.9%	9.6%	8.1%	19.8%	77.9%	8.0%	4.6%	14.5%	
HHs Difference	-13.5%	19.6%	-2.8%	-3.0%	-4.0%	6.6%	-1.1%	-5.7%	
Census Tract 36.35	Census Tract 36.06								
HHs Actual proportions	62.2%	19.0%	5.3%	17.0%	74.3%	12.6%	8.0%	7.8%	Very High
HHs Free market	73.8%	9.6%	8.1%	19.8%	79.2%	7.1%	4.6%	13.2%	
HHs Difference	-11.6%	9.4%	-2.9%	-2.9%	-4.9%	5.5%	3.4%	-5.5%	

North Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 36.36								Census Tract 36.06	
HHs Actual proportions	73.5%	17.2%	5.1%	6.4%	74.3%	12.6%	8.0%	7.8%	Very High
HHs Free market	74.8%	8.9%	8.3%	17.8%	79.2%	7.1%	4.6%	13.2%	
HHs Difference	-1.3%	8.3%	-3.2%	-11.4%	-4.9%	5.5%	3.4%	-5.5%	
Census Tract 36.37								Census Tract 36.08	
HHs Actual proportions	66.1%	17.1%	4.8%	23.5%	78.9%	8.5%	3.6%	15.7%	High
HHs Free market	72.9%	10.3%	7.8%	21.2%	77.9%	7.9%	4.6%	14.4%	
HHs Difference	-6.9%	6.8%	-3.0%	2.3%	1.0%	0.6%	-0.9%	1.3%	
Census Tract 36.38								Census Tract 36.08	
HHs Actual proportions	49.2%	26.3%	6.7%	28.6%	78.9%	8.5%	3.6%	15.7%	High
HHs Free market	73.0%	10.3%	7.8%	20.7%	77.9%	7.9%	4.6%	14.4%	
HHs Difference	-23.8%	16.0%	-1.1%	7.9%	1.0%	0.6%	-0.9%	1.3%	
Census Tract 36.39								Census Tract 36.08	
HHs Actual proportions	58.8%	21.2%	5.6%	20.8%	78.9%	8.5%	3.6%	15.7%	Moderate
HHs Free market	72.9%	10.4%	7.9%	20.6%	77.9%	7.9%	4.6%	14.4%	
HHs Difference	-14.0%	10.8%	-2.4%	0.2%	1.0%	0.6%	-0.9%	1.3%	
Census Tract 36.40								Census Tract 36.11	
HHs Actual proportions	65.7%	19.9%	3.8%	29.9%	65.4%	19.2%	4.0%	13.5%	Low
HHs Free market	72.2%	10.8%	7.7%	22.3%	77.4%	8.3%	4.5%	14.7%	
HHs Difference	-6.5%	9.2%	-3.8%	7.6%	-11.9%	10.8%	-0.6%	-1.2%	
Census Tract 36.41								Census Tract 36.11	
HHs Actual proportions	41.7%	40.7%	3.6%	13.1%	65.4%	19.2%	4.0%	13.5%	Low
HHs Free market	73.4%	9.8%	7.8%	21.1%	77.4%	8.3%	4.5%	14.7%	
HHs Difference	-31.7%	30.8%	-4.2%	-8.0%	-11.9%	10.8%	-0.6%	-1.2%	
Census Tract 36.42								Census Tract 36.11	
HHs Actual proportions	42.8%	34.7%	8.2%	28.8%	65.4%	19.2%	4.0%	13.5%	Low
HHs Free market	73.8%	9.6%	8.0%	20.4%	77.4%	8.3%	4.5%	14.7%	
HHs Difference	-31.1%	25.1%	0.2%	8.4%	-11.9%	10.8%	-0.6%	-1.2%	

North Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 36.43								Census Tract 36.14	
HHs Actual proportions	53.2%	27.1%	4.1%	26.1%	62.0%	26.6%	3.5%	13.3%	Very Low
HHs Free market	72.0%	11.4%	7.7%	21.0%	77.7%	8.0%	4.6%	14.6%	
HHs Difference	-18.8%	15.8%	-3.7%	5.1%	-15.7%	18.6%	-1.1%	-1.2%	
Census Tract 36.44								Census Tract 36.14	
HHs Actual proportions	33.5%	51.0%	2.1%	15.4%	62.0%	26.6%	3.5%	13.3%	Moderate
HHs Free market	72.1%	11.5%	7.6%	21.3%	77.7%	8.0%	4.6%	14.6%	
HHs Difference	-38.5%	39.5%	-5.6%	-5.9%	-15.7%	18.6%	-1.1%	-1.2%	
Census Tract 37.00									
HHs Actual proportions	13.0%	70.7%	0.9%	24.4%	10.4%	83.3%	0.0%	11.4%	Low
HHs Free market	71.1%	12.5%	7.3%	22.7%	74.8%	10.3%	4.4%	16.0%	
HHs Difference	-58.1%	58.2%	-6.4%	1.6%	-64.4%	73.0%	-4.4%	-4.7%	
Census Tract 38.00									
HHs Actual proportions	58.2%	27.2%	0.0%	53.4%	46.6%	25.3%	1.9%	43.4%	Very Low
HHs Free market	69.3%	14.2%	6.8%	24.0%	73.4%	11.7%	4.4%	16.0%	
HHs Difference	-11.1%	13.0%	-6.8%	29.4%	-26.8%	13.6%	-2.5%	27.4%	
Census Tract 40.00									
HHs Actual proportions	65.5%	6.6%	1.4%	81.2%	62.4%	4.4%	1.9%	62.2%	Very Low
HHs Free market	70.9%	12.7%	6.9%	23.7%	75.2%	9.8%	4.4%	16.5%	
HHs Difference	-5.4%	-6.1%	-5.5%	57.5%	-12.8%	-5.4%	-2.5%	45.7%	
Census Tract 41.00									
HHs Actual proportions	71.5%	0.9%	2.4%	75.8%	62.9%	6.1%	1.5%	53.0%	Very Low
HHs Free market	72.0%	11.5%	7.5%	22.5%	76.4%	8.9%	4.5%	15.6%	
HHs Difference	-0.5%	-10.6%	-5.1%	53.3%	-13.5%	-2.8%	-2.9%	37.4%	
Census Tract 42.00									
HHs Actual proportions	70.9%	11.9%	0.9%	68.6%	63.3%	6.1%	2.1%	54.2%	Very Low
HHs Free market	70.8%	12.4%	7.2%	24.1%	75.2%	9.8%	4.4%	16.3%	
HHs Difference	0.1%	-0.5%	-6.3%	44.5%	-12.0%	-3.6%	-2.3%	37.9%	

North Las Vegas Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Census Tract 43.01	Census Tract 43.00								
HHs Actual proportions	66.2%	6.7%	0.0%	80.0%	64.0%	5.3%	0.0%	79.3%	Very Low
HHs Free market	69.8%	13.8%	6.7%	24.3%	74.4%	10.6%	4.4%	16.5%	
HHs Difference	-3.6%	-7.2%	-6.7%	55.6%	-10.3%	-5.3%	-4.4%	62.8%	
Census Tract 43.02	Census Tract 43.00								
HHs Actual proportions	67.1%	5.8%	0.0%	86.4%	64.0%	5.3%	0.0%	79.3%	Very Low
HHs Free market	70.1%	13.5%	6.8%	24.3%	74.4%	10.6%	4.4%	16.5%	
HHs Difference	-2.9%	-7.7%	-6.8%	62.1%	-10.3%	-5.3%	-4.4%	62.8%	
Census Tract 44.01	Census Tract 44.01 consists of parts of 2000 Census Tracts 44.00 and 45.00								
HHs Actual proportions	68.3%	8.0%	1.1%	79.1%	44.1%	27.1%	1.6%	48.4%	Very Low
HHs Free market	70.3%	13.1%	7.0%	23.8%	74.9%	10.2%	4.4%	16.2%	
HHs Difference	-2.0%	-5.1%	-6.0%	55.4%	-30.8%	16.9%	-2.8%	32.2%	
Census Tract 44.02	Census Tract 44.00								
HHs Actual proportions	50.0%	19.0%	0.0%	70.5%	43.3%	26.1%	0.8%	52.6%	Very Low
HHs Free market	70.1%	13.4%	7.0%	23.4%	74.3%	10.7%	4.4%	16.4%	
HHs Difference	-20.1%	5.5%	-7.0%	47.2%	-31.0%	15.5%	-3.6%	36.1%	
Census Tract 45.00	Census Tract 45.00								
HHs Actual proportions	62.7%	14.3%	1.3%	66.8%	45.2%	28.6%	2.9%	42.1%	Very Low
HHs Free market	71.7%	11.7%	7.4%	22.5%	75.7%	9.5%	4.5%	15.8%	
HHs Difference	-9.0%	2.6%	-6.1%	44.3%	-30.5%	19.1%	-1.6%	26.3%	
Census Tract 46.01	Census Tract 46.01 consists of parts of 2000 Census Tracts 36.03 and 46.00								
HHs Actual proportions	60.6%	25.2%	0.7%	59.7%	41.2%	25.8%	2.3%	50.1%	Very Low
HHs Free market	70.8%	12.7%	7.0%	23.5%	74.6%	10.4%	4.4%	16.4%	
HHs Difference	-10.2%	12.5%	-6.4%	36.2%	-33.3%	15.4%	-2.1%	33.8%	
Census Tract 46.02	Census Tract 46.00								
HHs Actual proportions	76.7%	14.1%	0.0%	74.0%	39.3%	26.6%	2.4%	51.4%	Very Low
HHs Free market	71.3%	12.2%	6.8%	25.6%	74.5%	10.4%	4.4%	16.4%	
HHs Difference	5.4%	2.0%	-6.8%	48.4%	-35.2%	16.2%	-2.1%	35.0%	
Census Tract 60.01	Census Tract 60.01 consists of parts of 2000 Census Tracts 36.03 and 60.00								
HHs Actual proportions	54.4%	32.1%	7.6%	20.4%	71.1%	15.0%	2.6%	11.1%	Very Low
HHs Free market	72.0%	11.4%	7.3%	23.2%	75.1%	9.6%	4.4%	16.7%	
HHs Difference	-17.6%	20.6%	0.3%	-2.8%	-4.1%	5.3%	-1.8%	-5.6%	

Boulder City Racial and Hispanic Household Composition and Opportunity Index by Census Tract

Boulder City Racial and Hispanic Household Composition and Opportunity Index: 2000–2012									
Area	2008–2012				2000				Overall Opportunity Index
	White	Black	Asian	Hispanic, Any Race	White	Black	Asian	Hispanic, Any Race	
Boulder City Citywide									
HHs Actual proportions	97.3%	0.0%	0.8%	3.3%	96.8%	0.3%	0.8%	2.3%	Not applicable
HHs Free market	73.1%	10.5%	7.9%	19.9%	77.4%	8.6%	4.5%	14.3%	
HHs Difference	24.1%	-10.5%	-7.1%	-16.6%	19.4%	-8.3%	-3.7%	-12.0%	
Census Tract 55.01									
HHs Actual proportions	99.1%	0.0%	0.0%	0.7%	96.7%	0.5%	1.8%	0.4%	High
HHs Free market	73.0%	10.6%	7.9%	20.0%	77.0%	8.9%	4.4%	14.6%	
HHs Difference	26.1%	-10.6%	-7.9%	-19.3%	19.7%	-8.4%	-2.7%	-14.2%	
Census Tract 55.02									
HHs Actual proportions	99.0%	0.0%	0.0%	7.7%	96.7%	0.0%	0.0%	2.3%	Very High
HHs Free market	74.6%	9.1%	8.4%	17.7%	78.5%	7.9%	4.6%	13.5%	
HHs Difference	24.4%	-9.1%	-8.4%	-10.0%	18.2%	-7.9%	-4.6%	-11.2%	
Census Tract 55.03									
HHs Actual proportions	97.4%	0.0%	1.8%	0.8%	96.6%	0.0%	0.9%	3.0%	High
HHs Free market	71.7%	11.9%	7.4%	21.7%	76.3%	9.2%	4.5%	15.2%	
HHs Difference	25.7%	-11.9%	-5.6%	-20.9%	20.3%	-9.2%	-3.5%	-12.2%	
Census Tract 55.04									
HHs Actual proportions	92.2%	0.0%	2.1%	3.6%	97.1%	0.7%	0.0%	4.7%	High
HHs Free market	72.9%	10.5%	7.9%	20.4%	77.9%	8.3%	4.5%	14.0%	
HHs Difference	19.3%	-10.5%	-5.8%	-16.7%	19.2%	-7.6%	-4.5%	-9.3%	

City of Las Vegas Agenda Item No.: **39.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
Discussion for possible action regarding an estimated allocation of $4,702,136 in FY 2015-2016 and $1,442,102 in carryover Community Development Block Grant (CDBG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $6,144,238
Funding Source: HUD-CDBG
Dept./Division: Office of Community Services/Community Services

PURPOSE/BACKGROUND:
The City of Las Vegas anticipates utilizing $4,702,136 of United States Department of Housing and Urban Development (HUD) CDBG Funds for Fiscal Year 2015-2016 and carryover of $1,442,102 in carryover CDBG funds for a total of $6,144,238. The CDRB reviewed applications and heard presentations in order to make funding recommendations to the City Council. The City of Las Vegas shall complete all HUD-required Environmental Reviews (ER). No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification. Should there be an increase or decrease in funding amounts, awards shall be changed proportionately.

RECOMMENDATION:
Staff recommends approval of the CDBG allocations and authorization of the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney. In the event that funds are recaptured, staff is authorized to reprogram unspent funds.

BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2015
DEPARTMENT: OFFICE OF COMMUNITY SERVICES
ITEM DESCRIPTION: Discussion for possible action regarding an estimated allocation of $4,702,136 in FY 2015-2016 and $1,442,102 in carryover Community Development Block Grant (CDBG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

Summary of Total Grant RECOMMENDED ALLOCATIONS

Organization Name	Award	Category
Family Promise of Las Vegas	$32,000	Homeless
HELP of SNV	$50,000	Homeless
Huntridge Teen	$15,000	Homeless
Nevada Health Centers	$20,000	Homeless
St. Jude's Ranch for Children	$40,000	Homeless
United States Veterans Initiative	$50,000	Homeless
Alzheimer's Disease and Related Disorders Association Inc. Desert Southwest Chapter	$15,000	Seniors
Helping Hands of Vegas Valley, Inc.	$35,000	Seniors
Jewish Federation of Las Vegas	$52,330	Seniors
Rebuilding Together SNV	$20,000	Seniors
The Center	$28,862	Seniors
Three Square	$50,000	Seniors
Blind Center of Nevada Inc.	$36,298	Special Needs
Family and Child Treatment of SNV, Inc.	$37,500	Special Needs
Foundation For Positively Kids	$15,000	Special Needs
Women's Development Center	$32,000	Special Needs
Andson Inc.	$20,000	Youth
Big Brothers Big Sisters SNV	$17,000	Youth
Boys Town Nevada	$17,000	Youth
Clark County Public Education Foundation Public Education Foundation	$25,000	Youth
Future Smiles	$15,000	Youth
Southern Nevada Public Television	$18,000	Youth
Spread the Word Nevada	$22,330	Youth
Sunrise Children's Foundation	$17,000	Youth
Variety Early Learning Center	$25,000	Youth
TOTAL	**$705,320**	

Code Enforcement	$300,000
Stupak Community Center Bond Payment	$1,518,025
Rebuilding Together – Single Family Rehab	$125,000
James Seastrand Helping Hands – Single Family Rehab	$10,000
CLV Future CDBG Construction Projects (FY 15/16)	$1,103,363
CDBG Administration and Fair Housing (20% Max)	$940,428
CDBG Construction Carryover/Program Income	$1,442,102
Total CDBG Funds	$6,144,238

City of Las Vegas Agenda Item No.: **40.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
Discussion for possible action regarding an estimated allocation of $412,208 in FY 2015-2016 Emergency Solutions Grant (ESG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $412,208
Funding Source: HUD-ESG
Dept./Division: Office of Community Services

PURPOSE/BACKGROUND:
The City of Las Vegas anticipates utilizing $412,208 of United States Department of Housing and Urban Development (HUD) ESG Funds for Fiscal Year 2015-2016. The City of Las Vegas shall complete all HUD-required Environmental Reviews (ER). No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification. Should there be an increase or decrease in funding amounts, awards shall be changed proportionately.

RECOMMENDATION:
Staff recommends approval of the ESG allocations and authorization of the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney. In the event that funds are recaptured, staff is authorized to reprogram unspent funds.

BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2015
DEPARTMENT: OFFICE OF COMMUNITY SERVICES
ITEM DESCRIPTION: Discussion and possible action on an estimated allocation of $412,208 in FY 2015-2016 Emergency Solution Grant (ESG) funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

SUMMARY OF TOTAL RECOMMENDED ALLOCATION

Catholic Charities	$160,543
Lutheran Social Services	$55,207
Salvation Army	$160,543
HMIS	$5,000
Total ESG Funds Recommended by CDRB	**$381,293**
ESG Administration (7.5%)	$30,915
Future ESG Projects	$0
Total ESG Funds	**$412,208**

City of Las Vegas Agenda Item No.: **41.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
Discussion for possible action regarding an estimated allocation of $1,093,435 in RDA Set Aside funding for Affordable Housing funds - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,093,435
Funding Source: RDA Set-Aside/Affordable Housing
Dept./Division: Office of Community Services/Community Services

PURPOSE/BACKGROUND:
As part of the City's priority to address Public Safety/Homelessness funding is requested to cover costs associated with homeless related projects, emergency shelter operations, rental assistance, housing services, case management, homeless prevention service and a wet shelter. By utilizing RDA Set-Aside Funds, it alleviates other federal funds (i.e., CDGB, and ESG and allows the city to allocate more funds to offer programs such as senior and youth.

RECOMMENDATION:
Staff recommends approval of the RDA funding allocations and authorization of the Mayor to execute any and all related agreements and documents required for the programs following approval as to form by the City Attorney. In the event that funds are recaptured, staff is authorized to reprogram unspent funds.

BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2015
DEPARTMENT: OFFICE OF COMMUNITY SERVICES
ITEM DESCRIPTION: Discussion and possible action on an estimated allocation of $1,093,435 in RDA Set Aside funding for Affordable Housing funds - All Wards

SUMMARY OF TOTAL RECOMMENDED ALLOCATION

Catholic Charities	$481,000
HELP of Southern Nevada	$190,271
Lutheran Social Services	$35,064
Salvation Army	$157,000
Shade Tree	$49,500
Westcare	$180,600
Total RDA Funds	$1,093,435

City of Las Vegas Agenda Item No.: **42.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
Discussion for possible action regarding an estimated allocation of $1,145,739 in FY 2015-2016 Housing Opportunities for Persons with AIDS (HOPWA) grant funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $1,145,739
Funding Source: HUD-HOPWA
Dept./Division: Office of Community Services/Community Services

PURPOSE/BACKGROUND:
The City of Las Vegas anticipates utilizing $1,145,739 of United States Department of Housing and Urban Development (HUD) HOPWA Funds for Fiscal Year 2015-2016. The City of Las Vegas shall complete all HUD-required Environmental Reviews (ER). No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification. Should there be an increase or decrease in funding amounts, awards shall be changed proportionately.

RECOMMENDATION:
Staff recommends approval of the HOPWA allocations and authorization of the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney. In the event that funds are recaptured, staff is authorized to reprogram unspent funds.

BACKUP DOCUMENTATION:
Agenda Memo

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2015
DEPARTMENT: OFFICE OF COMMUNITY SERVICES
ITEM DESCRIPTION: Discussion and possible action on an estimated allocation of $1,145,739 in FY 2015-2016 Housing Opportunities for Persons with AIDS (HOPWA) grant funds to the City of Las Vegas by the Department of Housing and Urban Development (HUD) - All Wards

SUMMARY OF TOTAL RECOMMENDED ALLOCATION

Aid for AIDS of Nevada (AFAN) – Short-term Rent, Mortgage, and Utility Assistance, Housing Information, TBRA, and Supportive Services.	$698,307
Community Counseling Center – HIV Supportive Services	$50,000
Golden Rainbow – Living with AIDS Program	$150,000
Nevada Community Associates, Inc.	$64,809
Women's Development Center – HOPWA Affordable Housing	$148,250
Total HOPWA Funds Recommended by CDRB	**$1,111,366**
HOPWA Administration (3%)	$34,371
Future HOPWA Projects	0
Total HOPWA Funds	**$1,145,739**

City of Las Vegas Agenda Item No.: **43.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
Discussion for possible action regarding the submittal of the City of Las Vegas 2015-2016 Action Plan that secures $9,040,998 in United States Department of Housing and Urban Development (HUD) and State of Nevada funds and $1,717,102 in Carryover Community Development Block Grant and HOPWA funds - All Wards

Fiscal Impact

☐ **No Impact** ☐ **Augmentation Required**
☒ **Budget Funds Available**
Amount: $10,758,100
Funding Source: HUD
Dept./Division: Office of Community Services/Community Services

PURPOSE/BACKGROUND:
In order to receive federal and state funds for housing, homeless, and community development activities, the city of Las Vegas must submit an Action Plan to U.S. Department of Housing and Urban Development (HUD) no later than May 15, 2015. The Draft Action Plan outlines activities that will be undertaken by the city of Las Vegas for the period of July 1, 2015 through June 30, 2016. Funding sources include CDBG, ESG, HOME and HOPWA funds from HUD; and HOME funds from the State of Nevada. No project may commit and/or expend any funds prior to compliance with 24 CFR Part 58 and final notification. Should there be an increase or decrease in funding amounts, awards shall be changed proportionately.

RECOMMENDATION:
Staff recommends that the City Council approve the submittal of the City of Las Vegas 2015-2016 Action Plan to HUD, including consideration of public comment as required by HUD. In the event that funds are recaptured, staff is authorized to reprogram unspent funds.

BACKUP DOCUMENTATION:
1. Agenda Memo
2. City of Las Vegas 2015-2020 Consolidated Plan & Action Plan Draft

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 6, 2015
DEPARTMENT: OFFICE OF COMMUNITY SERVICES
ITEM DESCRIPTION: Discussion and possible action regarding the submittal of the City of Las Vegas 2015-2016 Action Plan that secures $9,040,998 in United States Department of Housing and Urban Development (HUD) and State of Nevada funds and $1,717,102 in Carryover Community Devleopment Block Grant and Housing Opportunities for Persons With AIDS Funds, totalling $10,758,100 - All Wards

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Summary of Total Grants

Community Development Block Grant - CDBG	$4,702,136
Emergency Solutions Grant - ESG	$412,209
Housing Opportunities For Persons With AIDS - HOPWA	$1,145.739
Home Investment Partnership Act - HOME	1,450,267
Low Income Housing Trust Funds (LIHTF)	$922,150
State of Nevada HOME funds	$408,497
Total FY 15/16 Federal Funds	$9,040,998

Carryover CDBG Funds – from previous years

Carryover Construction Funds	**$1,442,102**

Carryover HOPWA Funds – from previous year

Available Funding	**$71,035**
TOTAL Carryover Funds available	**$1,717,102**

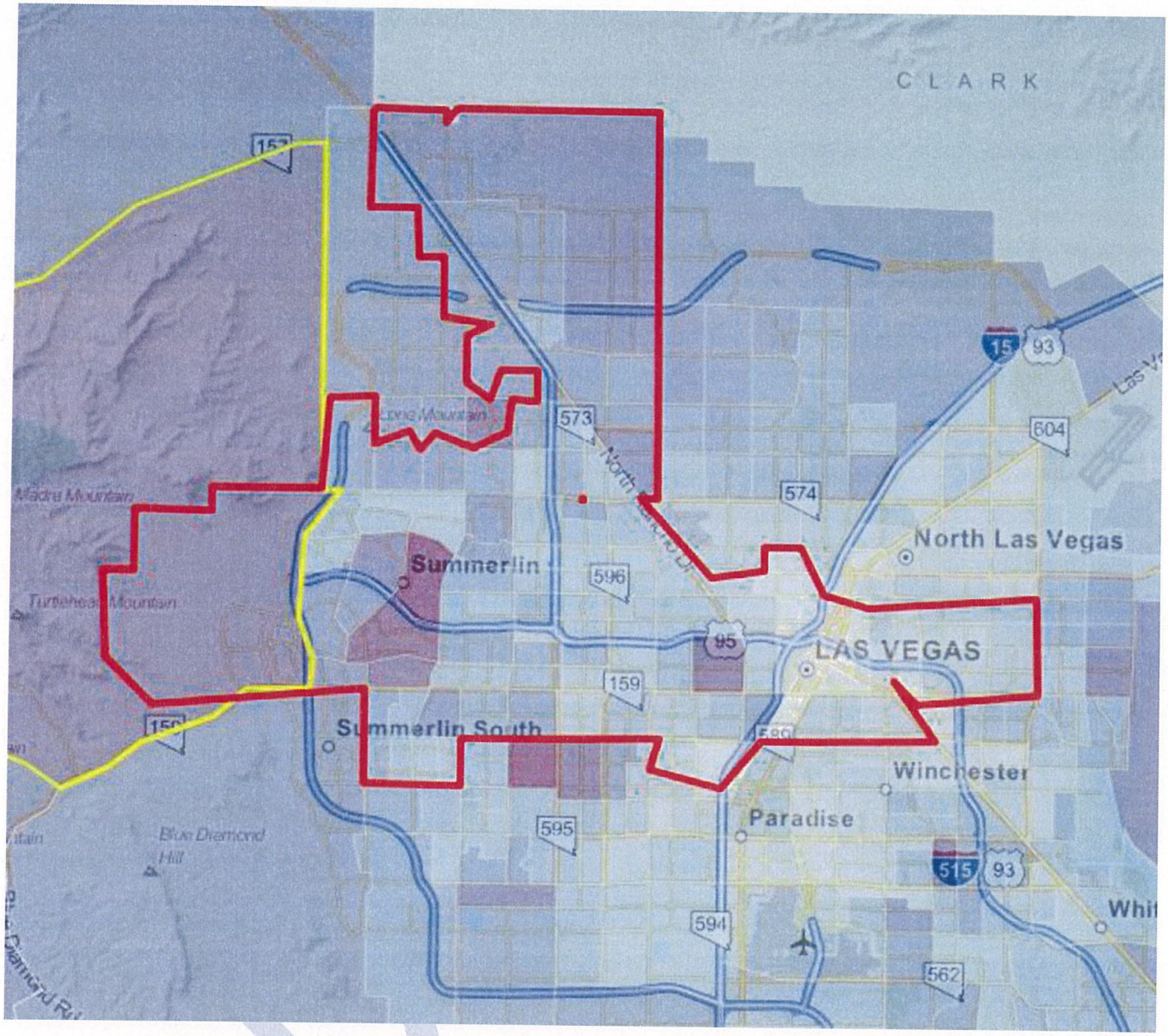
CDBG Future funds are expected to be utilized for CLV CIP Projects.
HOPWA carryover funds are expected to be utilized for HOPWA housing.
HUD regulations require that carryover funds be listed in the Action Plan and the 5 Year Consolidated Plan.

City of Las Vegas
2015-2020 Consolidated Plan & Action Plan

CITY OF LAS VEGAS
COMMUNITY
SERVICES

Prepared by the Office of Community Services
April 21, 2015
DRAFT

DRAFT



Source: www.city-data.com/city/Las-Vegas-Nevada.html (Median household income)

Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Five-Year Consolidated Plan is submitted to the U.S. Department of Housing and Urban Development (HUD) and serves as the planning tool for jurisdictions funded under the Community Planning and Development (CPD) formula to include grant programs. The formula grant programs guided by the Consolidated Plan consist of the following: Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), Housing Opportunities for Persons with AIDS (HOPWA) and the Emergency Solutions Grant (ESG) program.

The Five-Year Consolidated Plan provides an assessment of the housing and community development needs in the city of Las Vegas; a strategic plan for addressing these needs; and a specific one year Action Plan for the use of the U.S. Department of Housing and Urban Development formula grants funds. The Five-Year Plan is a document submitted to HUD with the intention of serving as a forecast instrument utilized to identify the comprehensive housing affordability strategy and as a community development plan for jurisdictions funded under the Community Planning and Development formula.

Briefly stated, the 2015-2020 Consolidated Plan is a detailed illustration of community development needs in the city of Las Vegas and includes an analysis and inventory of community services; proposed funding to respond to community issues; and goals with objectives to address community priorities. To summarize, the Consolidated Plan serves the following functions:

- A planning document for the jurisdiction
- An application for federal funds under HUD's formula grant programs
- A strategy to be followed in carrying out HUD programs
- An action plan that provides a basis for assessing performance

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The objectives of our Consolidated Plan funding are to target homeless, youth, seniors, special needs populations, low and moderate-income residents, and low and moderate-income residential areas. The HOPWA program plans to target eligible persons and activities in the Paradise EMSA (Eligible Metropolitan Statistical Area) which encompasses all jurisdictions within Clark County. The City plans to coordinate its programs and projects with other local jurisdictions, non-profit organizations, the private sector, and State and Federal programs.

3. Evaluation of past performance

The city of Las Vegas reports its progress in meeting the five-year and annual goals every year in the Consolidated Annual Performance and Evaluation Reports (CAPERS), which have revealed a steady record of excellent performance in the use of the Entitlement funds.

Over the past four years, the City and its partnering agencies, leveraged over $61 million dollars in conjunction with our entitlement funds to provide services to our low and moderate-income citizens to serve approximately: 96,428 CDBG Public Service recipients, 43,456 homeless through ESG, 1,095

persons with HIV/AIDS and their family members with housing assistance, and 3,651 clients and 308 beneficiaries received supportive services. HOME provided tenant-based rental assistance to 418 families. We had 1,113 units of affordable housing for families (472) and seniors (641) open with HOME, LIHTF and local RDA funds.

The City uses ESG, HOME, HOPWA and CDBG funds, leveraged by Continuum of Care and other funds, to provide services and housing for homeless persons. A combination of CDBG, HOME, Redevelopment Set Aside and Low Income Housing Trust funds are used to further the City's goals of affordable rentals and decent, safe and sanitary housing for low income families.

The City continues to seek input from our community partners, the citizens we serve, our leadership and staff to provide the greatest assistance for our community with much needed programs to provide self-sufficiency and services.

4. Summary of citizen participation process and consultation process

The draft 2015-2020 Consolidated Plan was made available to the public through advertisement in local newspapers on April 5, 2015 for a 30-day public review and comment period. The draft plan was made available for review in print form at the Office of Community Services and via the City's website on the Office of Community Services webpage. The final plan will be made available to the public on the City's website at www.lasvegasnevada.gov and in print form at the Office of Community Services. The City's public hearing on the plan was held on May 6, 2015.

Many components of the Consolidated Plan were built on prior plans and strategies generated through regional and jurisdictional processes (for instance, the Sustainable Communities Initiatives of Southern Nevada Strong and the Regional Analysis of Impediments). Each of these "feeder" plans contain their own public input and comment process.

5. Summary of public comments

For a summary of public comments please refer to the Citizen Participation section of this plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

For a summary of comments please refer to the Citizen Participation section of this plan.

7. Summary

The of Las Vegas 2015-2020 Consolidated Plan aims to make a positive difference in the quality of life and opportunities for low income individuals and families. The objective of this plan is to improve the quality of life of low income residents by supporting efforts including, educational initiatives, neighborhood revitalization, and eliminating homelessness.

DRAFT

The Process

PR-05 Lead & Responsible Agencies 24 CFR 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	LAS VEGAS	Office of Community Services
CDBG Administrator	LAS VEGAS	Office of Community Services
HOPWA Administrator	LAS VEGAS	Office of Community Services
HOME Administrator	LAS VEGAS	Office of Community Services
ESG Administrator	LAS VEGAS	Office of Community Services
LIHTF Administrator	LAS VEGAS	Office of Community Services

Table 1 – Responsible Agencies

Narrative

The city of Las Vegas, Office of Community Services (OCS), is the lead agency for the development of the Consolidated Plan and the administration and management of Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), Housing Opportunities for Persons with AIDS (HOPWA), Home Investment Partnership (HOME), Low-Income Housing Trust Fund (LIHTF) and the remainder of the Neighborhood Stabilization Program (NSP1) funding.

Consolidated Plan Public Contact Information

Questions concerning the Consolidated Plan may be directed to:
Kathi Thomas-Gibson
Community Resources Manager
Office of Community Services
495 S. Main Street, Las Vegas, NV 89101
kgibson@lasvegasnevada.gov
702.229.6298

DRAFT

PR-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

The city of Las Vegas consults with housing, social services and other agencies to better respond to the respective needs of low/moderate income residents. Because the City does not have the resources to completely revitalize neighborhoods on its own, it seeks creative ways to coordinate services and to bring groups together in order to make a difference within these areas. Leveraging of resources and partnerships with other City and County agencies, social service providers, foundations, other neighborhood-based organizations, the faith based community, colleges and universities and private developers are critical components of this strategy.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The city of Las Vegas and the Office of Community Services work with public, private and regional efforts to meet the needs of the community. In order to enhance coordination between housing providers and other community development stakeholders, the City participates in numerous boards/meetings/committees including: the Southern Nevada Regional Planning Coalition (SNRPC) and its various committees; the Southern Nevada Homelessness Continuum of Care (SNH CoC), and the Southern Nevada Consortium Meetings. These collaborations with various organizations bring together local government jurisdictions, the Regional Transportation Commission, the Clark County School District, the Metropolitan Police Department, Southern Nevada Adult Mental Health Services, and Southern Nevada Regional Housing Authority, among others.

Throughout any given year, City and OCS staff participate in hundreds of meetings, attend dozens of informational conferences or workshops, and speak directly to representatives of multiple agencies and entities throughout Southern Nevada to consider collaborations, new projects, services, or simply to share and/or request information. This ongoing communication is essential to the collaborative nature of community development. Some of the entities we have coordinated with are listed below:

Homeless Services: Southern Nevada Homeless Continuum of Care, Nevada Homeless Alliance
Social Services: United Way Emergency Food and Shelter Board, Ryan White Planning Council, Clark County Social Services
Housing: Southern Nevada Regional Housing Authority, Nevada HAND, Community Development Program Center of Nevada,
Health Services: Southern Nevada Health District, Nevada Health Centers, Southern Nevada Adult Mental Health
Veteran Needs: US Vets, Help USA, Veterans Administration
Education: Clark County School District, University of Nevada Las Vegas, My Brother's Keeper, Downtown Achieves
Local Jurisdictions: Cities of Henderson, North Las Vegas, Boulder City and Clark County

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

It has been recognized that Southern Nevada is ahead of most other communities throughout the country in creating a regional collaboration on homelessness issues, while respecting the individual political entities. As a result, the regional structure recognizes the initial regional framework designed

by the SNRPC in 2003, while incorporating the rules and regulations enacted through the HEARTH Act and the CoC Program in 2009; hence the re-authorization of the SNRPC CoH and CoC into one cohesive structure in 2014, known as the Southern Nevada Homelessness Continuum of Care and the Southern Nevada Homelessness Continuum of Care Board (SNH CoC Board). The SNH CoC Board oversees the Continuum of Care (CoC) including, the identification of homeless issues, gaps in services, coordination of the allocation of funds, and the development and biannual evaluation of HELP HOPE HOME, Southern Nevada's Regional Plan to End Homelessness. Activities of the SNH CoC Board include yearly strategic planning, the annual homeless census, regional coordination, inclement weather shelter, HMIS, system evaluation, HEARTH Act implementation and other activities. Its members include the directors of Clark County Social Service, Neighborhood Services for the Cities of Las Vegas, North Las Vegas and Henderson; the Veterans Administration; the Nevada Homeless Alliance, the Southern Nevada Adult Mental Health Services, the Clark County School District Title I HOPE, the Chief of the Las Vegas Metropolitan Police Department, MGM Resorts, and the City of Boulder City. In turn, the SNH CoC implements the Continuum of Care Evaluation Working Group (SNH CoC working subgroup), whose members represent a great cross-section of stakeholders determined to end homelessness, including well versed, experienced representatives from public and private agencies, who bring a wealth of experience in public policy/administration, homeless services, domestic violence and other sub-populations of homelessness.

The SNH CoC working subgroup oversees the planning, operations and activities of the CoC. They develop the updates to and ensure compliance with the regional 10-year strategic plan through: monitoring of performance measures and outcomes; conducting the services and housing gaps analysis; planning for the Point-In-Time count (PIT) of the homeless population; reviewing/ recommending potential CoC projects; submission of the CoC application; HEARTH implementation and any other activities under the CoC. The city of Las Vegas, Clark County and the City of North Las Vegas staff are active participants in the SNH CoC working subgroup with the ESG program a standing item on the agenda. All CoC meetings are open to the public and providers or interested parties are encouraged to volunteer for appropriate subgroups representing specific populations. The Southern Nevada Housing and Homeless Plan includes all of the jurisdictions that make up Southern Nevada and outlines goals and strategies to guide local governments in funding, developing and supporting homeless services. This plan is included in the consolidated plan for each jurisdiction.

Chronically Homeless Individuals

Southern Nevada participated in the 100,000 Homes campaign and successfully housed 281 chronically homeless and veteran households. In an effort to continue that momentum, the SNH CoC working subgroup prioritized funding for the Chronically Homeless (CH) with 77 new CH beds created through the 2013 CoC application process. The VA has dedicated five beds per month through turnover to CH veterans and recently received news that 87 additional HUD-VASH vouchers will be awarded. The CoC has received funding through the State as a sub-recipient of a Substance Abuse and Mental Health Services Administration (SAMHSA) grant, the Cooperative Agreement to Benefit Homeless Individuals (CABHI), for 70 chronically homeless dually diagnosed (substance abuse and mental health problems) clients per year for 3 years with new housing dollars being identified through the local jurisdictions. Of the non-CoC funded programs, 200 of the turnover beds are dedicated to the CH.

The Southern Nevada Continuum of Care was invited to participate in a national initiative to end veteran and chronic homelessness by 2015 as one of 25 cities across the nation to lead this effort. The 25 Cities Initiative is sponsored by the US Department of Veteran Affairs, the US Department of

Housing Urban Development, and the US Interagency Council on Homelessness. These three agencies are partnering with the SNH CoC Board in opening the door for innovation and partnership in identifying, assessing, and matching housing with homeless persons in our communities. The initial efforts will focus on the development of a Coordinated Intake system, ensuring that those seeking homeless services engage in the appropriate housing solution in an expedited manner.

Families with Children

The HELP HOPE HOME Plan to End Homelessness has a local priority to end family homelessness. The strategic use and creation of Rapid Re-Housing (RRH) units for families will make progress toward achieving this goal. The CoC received funding for 22 RRH units for families in the 2012 CoC application, and in 2013 created 72 new units for families through reallocation of other funding. In 2014, CoC funding providing the continuation of 70 units of permanent supportive housing for families, added 25 units of permanent supportive housing for families, the continuation of 15 units of transitional housing and provided for the continued funding to support 41 units of rapid rehousing for families.

The CoC and the cities of Las Vegas, North Las Vegas, and Henderson, Clark County, as well as, local providers share responsibility to target households with children using RRH when appropriate.

Youth

The CoC includes members and population experts from the community who are invited to participate in these subgroups. For example, the homeless youth working group consists of all homeless youth providers as well as other programs in the community that works with the homeless youth subpopulation. The CoC will continue to focus on reaching out to homeless youth through the existing infrastructure which includes "Project Safe Place" to get immediate assistance to homeless youth, shelter, transitional housing, permanent housing and supportive services.

Veterans

Along with the Veteran's Administration (VA), the CoC has been extremely successful in using HUD-VASH vouchers to house chronically homeless and homeless veterans. Over 300 HUD-VASH vouchers are available to the community and administered by the SNRHA, with supportive services provided by the VA.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

All ESG recipients in the CoC's geographic area have representation that sits on the SNH CoC working subgroup. ESG is a standing item on the SNH CoC working subgroup monthly meeting agenda, where ESG grantees provide information on allocation of ESG funds, work with the SNH CoC working subgroup to develop performance standards and report on subrecipient monitoring. The SNH CoC working subgroup also reviews and approves the ESG written standards, which are updated through discussions with subrecipients, and provides the funding priorities to the ESG allocations committees which are then approved by their respective boards and councils. All ESG subrecipients are required to participate in HMIS and the data gathered is shared with the SNH CoC working subgroup. ESG grantees work with the SNH CoC working subgroup to ensure collaboration, non-duplication of services and maximum use of resources. All HMIS administration policies and procedures are reviewed and approved by the SNH CoC working subgroup.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

1. Southern Nevada Strong
   Type: Regional Sustainability Planning Initiative (Other)
   Section: Housing Needs Assessment, Public Housing Needs, Non-Homeless Special Needs, Market Analysis,
   Description: The city of Las Vegas partnered with Southern Nevada Strong (SNS) as part of a regional planning initiative. SNS is a Regional Plan that integrates good jobs with a wide range of housing options located near transit throughout Southern Nevada. This federally-recognized regional plan is the result of three years of in-depth research and community engagement that examined issues facing our community and offers collaborative solutions to improve Southern Nevada's quality of life and economic competitiveness. The Plan addresses specific goals, objectives and strategies for land use, housing, transportation, economic development and education, and the environment, among other topics.

2. Southern Nevada Regional Housing Authority
   Type: Countywide Public Housing Agency (PHA)
   Section: Public Housing Needs, Non-Homeless Special Needs,
   Description: SNRHA is the public housing agency for the city of Las Vegas and all jurisdictions within Clark County, NV. Staff reviewed HUD data for accuracy and provided information on related plan questions. The agency's five-year plan and annual plan were also reviewed.

3. Southern Nevada Homelessness Continuum of Care
   Type: Regional Organization
   Section: Homeless Needs – Chronically homeless, Homeless Needs – Family with children, Homeless Needs – Veterans, Homeless Needs – Unaccompanied youth, Homeless Strategy
   Description: The SNH CoC Board is the official board acting on behalf of the continuum of Care to take care of all related business requiring direction and/or formal actions and furthering the mission to end homelessness in Southern Nevada.

4. United Way of Southern Nevada
   Type: Non Profit Service Agency
   Section: Housing Need Assessment, Homeless Strategy, Homeless Needs (Chronically homeless, Families with children, Veterans, Unaccompanied youth), Non-Homeless Special Needs, Economic Development, Market Analysis, Anti-poverty Strategy
   Description: The United Way Community Assessment 2012 provided an in depth look at community needs and priorities. City staff participates on their Emergency Food and Shelter Program (EFSP) Board, which allocates food and shelter funds to homeless and non-homeless services agencies. Discussions at those meetings provide important input into the identification of gaps in the service system and priority needs in the community.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting
None.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Regional Analysis of Impediments to Fair Housing 2014 (RAI)	SNRPC	This document outlines the barriers (impediments) to affordable housing identified in Southern Nevada and recommendations to overcome these impediments.
Southern Nevada Strong Regional Plan (SNS)	SNRPC	Southern Nevada Strong is a collaborative regional planning effort, funded by a $3.5 million dollar grant from the Partnership for Sustainable Communities Initiative. The collaborative initiative worked to integrate housing, land use, economic and workforce development, transportation options, and infrastructure to support and empower local communities. The plan was adopted in January 2015. Southern Nevada Strong is a collaborative regional planning effort, funded by a $3.5 million dollar grant from the US Department of Housing and Urban Development (HUD). Projects include in-depth research and community engagement efforts to look at issues facing our community and propose collaborative solutions. Studies used include the 2012 Southern Nevada Existing Conditions Report, "Metrics to Frame the Plan"; Comprehensive Planning in Southern Nevada: A Livability Assessment"; and others. The collaborative initiative worked to integrate housing, land use, economic and workforce development, transportation options, and infrastructure to support and empower local communities. The plan was adopted in January 2015. LINK:southernnevadastrong.org

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Comprehensive Economic Development Strategy (CEDS)	Las Vegas Global Economic Alliance	The Southern Nevada Comprehensive Economic Strategy is the result of a collaborative effort between the Las Vegas Global Economic Alliance (LVGEA) and over 300 stakeholders in Southern Nevada. This document will guide decisions made by the LVGEA as it sets about the task of diversifying Southern Nevada's economy and laying the foundations for long-term economic stability.
Southern Nevada Homeless Continuum of Care (SNH CoC)	SNRPC	The Southern Nevada Homelessness CoC Board is the official board acting on behalf of the Continuum of Care to take care of all related business requiring direction and/or formal actions and furthering the mission to end homelessness in Southern Nevada. The goals of the Continuum of Care to address homelessness and the prevention of homelessness are adopted in full by the city of Las Vegas. LINK: helphopehome.org
Southern Nevada Regional Housing Authority 5 Year Plan FY 2015-2019	SNRHA	This plan spans FY2015-2019 and identifies the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years, while also including a report on the progress of the PHA has made in meeting the goals and objectives described in the previous 5-year Plan.
Downtown Achieves	City of Las Vegas	A new Collective Impact approach to enhancing educational attainment in 11 schools around the downtown core. This collaboration is with the Clark County School District, University of Nevada, Las Vegas, Department of Education and Clinical Studies. The Downtown Achieves approach is intended to maximize and leverage the investment of the Department of Education $1M grant for validating new and best practices.

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City Capital Improvement Plan FY2015-2019	City of Las Vegas	The Plan is an official statement of public policy regarding long-range physical development in the city of Las Vegas. The Capital Plan is a proposed funding schedule for six years, updated annually to add new projects, reevaluate project priorities and revise recommendations. This plan helps us identify Non-Housing Community Development needs for public improvements and public facilities.
Las Vegas 2020-Housing Element	City of Las Vegas	The Nevada Revised Statutes (NRS), which sets out planning law for the State of Nevada, mandates the preparation of comprehensive, long-term general plans, known as master plans. Included among those required subjects is a Housing Plan. To comply with State statute, the city of Las Vegas (the City Administration) has prepared a Housing Element as part of its Master Plan. Adopted 4/17/13
West Las Vegas Plan	City of Las Vegas	Updated in July 1, 2009, the plan depicts the challenges, strengths and weaknesses of the area. Mandated by the Las Vegas 2020 Master Plan, the plan is a product of collaboration among the residents of West Las Vegas and the Departments of Planning and Development, Office of Business Development, Public Works and Neighborhood Services.
Meadows Walkable Community Plan	City of Las Vegas	An area plan to cultivate the Meadows area into a walkable neighborhood that allows residents to interact with the community and create a sense of place.
Historic West Las Vegas Walkable Plan	City of Las Vegas	An area plan to cultivate the Historic West Las Vegas s area into a walkable neighborhood that allows residents to interact with the community and create a sense of place.

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Las Vegas 2020 Master Plan	City of Las Vegas	This Plan is intended to provide a broad and comprehensive level of policy direction for future land use decisions and related aspects of corporate planning in the city of Las Vegas through the year 2020. The intent of the Plan is also to ensure that the city of Las Vegas is in compliance with the requirements of all applicable state laws. The plan incorporates "Elements" to address specific plans such as Housing, Parks, and Transit.
Citywide Housing Strategic Plan 2013	City of Las Vegas	The goal of this Citywide Housing Strategy is to identify which households; by income do not have an ample supply of affordable living opportunities and to develop commensurate housing unit development and preservation goals.
Comprehensive HIV/Aids Care Plan for the Las Vegas TGA (Ryan White Planning Council)	Las Vegas TGA Ryan White Part A HIV/Aids Program	A strategic three year plan that tells us 1) where we are now, 2) where we want to go, 3) how we are going to get there, and 4) how we will monitor our progress. Guidance is sent from HRSA as to what must be included, and a vast amount of data is utilized to construct this plan from needs assessments, consumer satisfaction projects, provider surveys, and quality management data. The Las Vegas TGA HIV/AIDS Planning Council is a community planning group that oversees the prioritization and allocation of Ryan White Modernization Act Part A funds.

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My Brother's Keeper (MBK)	City of Las Vegas	Successful implementation of this plan will result in a broader array of resources in the community valuing and supporting boys and young men of color. Furthermore, MBK is about changing community conditions to ensure all young people reach their fullest potential. The ultimate result of empowering all our youth, including boys and young men of color, is an investment in our shared future, and our collective prosperity.
Regional 25 Cities Initiative	U.S Department of Veterans Affairs	Veterans Affairs (VA), in partnership with the U.S. Department of Housing and Urban Development (HUD) and the U.S. Interagency Council on Homelessness (USICH), the aim of this Effort is to assist 25 communities in accelerating and aligning their existing efforts toward the creation of coordinated assessment and entry systems, laying the foundation for ending all homelessness, including homelessness among Veterans, in these communities. www.25cities.com
US Conference of Mayors Challenge to End Homelessness	US Conference of Mayors	Through the Mayors Challenge to End Veteran Homelessness, mayors and other state and local leaders across the country will marshal Federal, local, and nonprofit efforts to end Veteran homelessness in their communities. Ending Veteran homelessness means reaching the point where there are no Veterans sleeping on our streets and every Veteran has access to permanent housing. Should Veterans become homeless or be-at-risk of becoming homeless, communities will have the capacity to quickly connect them to the help they need to achieve housing stability. When those things are accomplished, our nation will achieve its goal.
Homeless Veteran Leadership Network	National League of Cities	The MOU calls for HUD and NLC to jointly develop and execute regional forums to raise the awareness and understanding of the benefits of joining the Mayors Challenge to End Veteran Homelessness

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Innovations in Education	City of Las Vegas	Vision: By 2020, Las Vegas schools in the "impact zones" will be a national model of school improvement and community engagement in Clark County. The City aspires to facilitate transformational change in a small group of schools (16) by coordinating efforts across multiple systems.
Homeless Advisory Committee	City of Las Vegas	The mission of this committee is to connect street homeless in the urban core to housing & services that improves safety, health, and wellness. Subgroups work on addressing critical needs, housing, accountability and performance measures, building funding strategies, and public safety through physical enhancements and programs.
Consortium Meeting		Regional planning related to HOME, CDBG, NSP, ESG/CoC and cross-cutting federal regulations. The discussions range from questions relating to joint projects, coordination of grant applications and regional issues. A representative from Southern NV Strong has recently begun attending as their planning initiative affects the region and the Consortium activities affect their planning efforts. The broad based participation in the Consortium meetings allows for an assessment of the regional impact of housing, homeless and other needs of the jurisdictions.
Poverty Market Research: A Preliminary Review	City of Las Vegas	Provided documentation of the needs of Las Vegas schools and identified areas to concentrate efforts based on several risk indicators.
HELP HOPE HOME: Regional Plan to End Homelessness	SNRPC CoC	Comprehensive assessment of homelessness and plan to fill gaps and end homelessness. LINK: www.helphopehome.org

Table 3 – Other local / regional / federal planning efforts

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Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City worked with the SNH CoC to align our ESG goals in regards to best aiding the homeless community with available resources while further supporting the main goal of ending homelessness. The City also has open lines of communication with Southern Nevada Regional Housing Authority (SNRHA) which serves as the regional Public Housing Agency (PHA). The Office of Community Services stays up-to-date on any renovations under way at Public Housing sites (operated by SNRHA) within city limits and any changes to their public housing goals. The City also participates in the Southern Nevada Consortium Meeting. The group meets six times a year and includes the following jurisdictions: Clark County, City of Henderson, city of Las Vegas, and the City of North Las Vegas, HUD, the COC and the SNRHA (who were invited in the spring of 2015). These meetings are informative and allow the jurisdictions to share experiences, projects, and upcoming events. Topics include: Community Development Programs, Housing Programs, Homeless Programs, Planning and Cross Cutting Regulations.

The State of Nevada Department of Business and Industry's Housing Division administers the Single-Family, Mobile Home and Multi-Family Mortgage Programs, the State Low-Income Housing Tax Credit (LIHTC) Program and the State's Low-Income Housing Trust Fund (LIHTF). The Housing Division also distributes the State's allocation of HOME funds and monitors its use. The Division also manages the sale of Private Activity Bonds for each jurisdiction. These bonds and tax credits have been responsible for the development of thousands of units of affordable housing in Southern Nevada.

Narrative (optional):

Intentionally blank.

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PR-15 Citizen Participation

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

The city of Las Vegas has been compiling input for several years that have assisted in the drafting of this plan. Efforts have included the unprecedented regional planning process of the Southern Nevada Strong plan, community surveys, public meetings and hearings. The SNH CoC Board contracted with HomeBase, a consulting firm, to conduct focus groups with homeless services clients to identify gaps in the system.

The City participated as a partner in the creation of the Southern Nevada Strong plan, a regional planning initiative. The SNRPC received a Sustainable Community Initiative grant in 2011 that allowed for unprecedented outreach and coordination throughout Southern Nevada. Through these efforts over 70,000 individual inputs were received during the plans outreach over three years. Outreach efforts included: open houses; online, visual, and phone surveys; outreach to marginalized groups; public hearings; attendance at community events, conferences and meetings; target outreach to lower income neighborhoods, kids (boys and girls clubs) and the Spanish speaking community. Social media broadcasts and traditional flyers were also part of the outreach process. A full explanation of these efforts can be found at www.southernnevadastrong.org. Public and private partnerships were coordinated throughout the process from committee members to outreach partnerships. The vision 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. Consortium partners included:

- SNRPC;
- City of Henderson;
- City of Las Vegas;
- City of North Las Vegas;
- City of Boulder City;
- Clark County;
- Regional Transportation Commission (RTC);
- University of Nevada, Las Vegas (UNLV);
- Southern Nevada Regional Housing Authority (SNRHA);
- Southern Nevada Water Authority (SNWA);
- Clark County School District (CCSD);
- Southern Nevada Health District (SNHD); and
- Conservation District of Southern Nevada (CDSN).

The City has held surveys for community input, provided Spanish translations to connect with our Spanish-speaking residents and held community meetings regarding updates to planning documents. The City also holds an annual public meeting for CDBG applicants before the Community Development Recommending Board (CDRB). The CDRB then provides recommendations to City Council which are then approved by City Council at a public hearing.

The Consolidated Plan was put out for a 30-day public comment starting on April 5, 2015 prior to City Council adopting it at the May 6, 2015 City Council Hearing.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
Table 4 – Citizen Participation Outreach						
A	Southern Nevada Strong Phase I: stakeholder interviews, regional kick-off event, random-sample telephone surveys, map-based exercises at community events; email blasts, e-newsletter, online survey	Stakeholder Interviews: government representatives, charities, business, healthcare, and higher education communities Regional Kick-Off Event: local leaders Telephone Survey Email Blasts: Started with contact list provided by partner agencies and Task Group Member Community Events: All residents Online and iPad Surveys: All residents	Stakeholder interviews -19 Kick-Off Event – 150+ Telephone Survey- 943 Community Events – 10 iPad Survey - 326 Online survey-32	Positive Attributes: Great weather; outdoor recreation; urban amenities & entertainment; Relatively affordable cost of living; Central location; Diverse community; Strong sense of community and pioneer spirit Concerns/Issues: diversify the economy and create more, better jobs in the region; Education at all levels needs improvement; transportation improvements including transit options, traffic congestion and traffic/pedestrian safety; water supply, improved sustainability and use of sustainable energy, and pollution; lack of funding for social services, poor health and limited health care options, homelessness and crime rate; Lack of affordable housing, poor state of housing market and too many vacant/foreclosed homes [See website for more information.]	None noted	www.southernnevadastrong.org

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B	Southern Nevada Strong Phase II: email blasts, Open Houses, iPad events, public outreach events, online community outreach tool at events and online, land use and development visual preference survey at Open Houses, urban ethnographic research and capacity building project in partnership with UNLV	Hispanic Outreach Urban Ethnographic Research – homeless and other marginalized groups Targeted Flyers – 40,000+ All residents	Public Outreach Events – 2,500 Open Houses – 15 iPad Events – 20 (5 in English and 15 in Spanish) Community events, meetings, speaking engagements, briefings – 50+ Online Community Survey – 2,500+ Responses Visual Preference Surveys – 550	Diversify the economy ensure a wide variety of jobs; Variety of housing types and neighborhoods available that appeal to a talented workforce; Improve educational attainment in the region and better collaboration with educational institutions; General support for the development types needed to better integrate housing, transportation and jobs; Support for streetscape improvements, bike lanes and pedestrian improvements; Support for open spaces and community gathering areas; Support for light rail	None noted	www.southernnevadastrong.org

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C	Southern Nevada Strong Phase III: email blasts, online community engagement survey, survey kiosks, Opportunity Site Workshops, Telephone town hall, Focus Groups, review of draft plan, Summit	Telephone Town Hall: low-income and Spanish speaking residents Focus Groups to work with RAI – low-income minority families w/ children, single female head of household, LEP, persons with disabilities, community- and faith-based organizations Targeted mailers: 8,000+	Review of draft plan - 80 comments Public Outreach events - 850 Ipad/metroquest - 850 Targeted outreach -753 surveys Telephone Town Hall – English and Spanish – 20,000 called with over 4,800 people participating and 200 responding to polls Focus Groups - 150 Email Blasts - 2,600 subscribers **Overall over 70,000 individual inputs were received during SNS outreach over three years**	Support for a variety of housing types and job centers that are not too dense or resource intensive; Desire for more options for traveling within the region, including walkable neighborhoods and improved public transit; Support for streetscape improvements including bike lanes and pedestrian improvements; Support for open spaces and community gathering areas, particularly those that provide shade for visitors; Support for light rail, bus rapid transit and the modern streetcar; Desire for improved safety, including reduced crime and fewer vehicle conflicts	None noted	www.southernnevadastong.org

D	City of Las Vegas 2013 Community Survey Findings	Objectively assess satisfaction with the delivery of major City services and quality of life; Track the City's performance over time; Help determine priorities for the City; Compare City's performance with other large U.S. Communities	Surveys completed - 961	Very positive perception of the City; Overall satisfaction with services; Compared to other larger cities, Las Vegas is setting the standard for service delivery in most areas; Trends in the results are mixed: some areas are better/ others are worse; To enhance overall satisfaction with City government , the City should emphasize the following issues over the next 1-2 years: Economic Development, Police Services, Maintenance of Streets For Parks, Recreation, Cultural, and Community Services: 1. Homeless services, 2. City's Youth programs, 3. Senior citizens programs and centers	None noted.	N/A

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E	City of Las Vegas 2014 Community Survey Findings	Objectively assess satisfaction with the delivery of major City services and quality of life; Track the City's performance over time; Help determine priorities for the City; Compare City's performance with other large U.S. Communities	922 (minimum 150 in each Ward)	Very positive perception of the City; Overall satisfaction with services; compared to other larger cities, Las Vegas is setting the standard for service delivery in most areas. City should emphasize the following issues over the next 1-2 years: Economic Development, Police services, Maintenance/Beautification of City Streets Priority Highlights: Adequacy of city street lighting, maintenance of sidewalks, homeless services, senior citizen programs and centers, City's youth programs, Before-and-After-School programs,		
F	Public meetings to comment on the City's Housing Element Neighborhood Mtg: 12/12/12 Planning Commission 2/12/13 City Council 3/20/13 City Council adopted 4/17/13	All Citizens and 31 Neighborhood Associations Contacted	12/12/12 – No members of the public attended 2/12/13 – One person from the public commented 3/20/13 & 4/17/13 – No comments	One individual stated that he felt the element should require that houses be built in such a way as to accommodate solar power.	None.	N/A

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G	Public meetings for the selection of CDBG, ESG, and HOPWA funds. CDRB Meetings & City Council	All citizens	2/24/15 3/3/15 3/5/15 3/10/15 5/6/15 CC	Comments received during the process were overwhelming supportive of the grants requesting funding.	None.	NA
H	Public hearing for the selection of HOME funds City Council	All citizens	4/15/15 CC			
I	Online Survey	All citizens Spanish and English Surveys provided	3/2015 – 30 day survey 259 Respondents (1 Spanish Survey Completed)	See survey links for data.	None.	English Survey Results https://www.surveymonkey.com/results/SM-QJSBG757/ Spanish Survey Results https://www.surveymonkey.com/results/SM-CN9QH757/
J	City by Design	Citizen and Stakeholders City Council	February 25, 2014 and March 17, 2014	Identified four strategic priorities: 1. Economic Opportunities 2. Public Safety(Homelessness) 3. Transportation 4. Education		

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K	Public Meetings	Non-targeted/ broad community	The OCS took its draft of the Consolidated Plan before the City Council at their meeting held on 5/6/2015 for any comments from the public and/or elected officials. Some xxx were in attendance including the heads of at least xx public services agencies in the City. The items addressed at the meeting were noted on the record. The draft Consolidated Plan advertised 30 days prior.		All comments were accepted.	
L	Survey	S. NV Residents (General Population)	400 people		All considered and integrated into publication	uwsn.org/CommunityAssessment/
M	Survey	People living at poverty level (At Risk Respondents)	411 people		All considered and integrated into publication	uwsn.org/CommunityAssessment/
O	Internet Survey, interactive group survey	Community stakeholders including philanthropists, service providers, community leaders (Opinion Leaders)	20		All considered and integrated into publication	uwsn.org/CommunityAssessment/

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P	Focus Groups	At-Risk Youth 12-18, Non-Profit Leadership, Community Leaders	40		All considered and integrated into publication	uwsn.org/community-assessment-2012/
Q	Consumer In Care Survey; Consumer Out of Care Survey; Provider Survey; Focus Groups	Consumers of HIV/AIDS services, Providers of HIV/AIDS services	Consumer In Care Survey – 273 respondents, 6 focus groups, 51 Consumer Out of Care Survey; Providers – 18 respondents	See Assessment	See Assessment	Comprehensive HIV/AIDS Needs Assessment 2014 http://www.lasvegasema.org/images/Comprehensive_Needs_Assessment_Presentation_082114.pdf
R	Homeless Census & Survey Comprehensive Report	Homeless people, people threatened with homelessness	948 survey respondents with 8 refusals; 1000 General population households	See Homeless Census	See Homeless Census	Southern Nevada Homeless Census 2014 http://www.helphopehome.org/2014-FINAL-HOMELESS-CENSUS.pdf
S	SNH CoC	Flyers, Newspaper Ads, Public Hearing, emails	Service providers and All citizens	Increased attendance	N/A	Helphopehome.org

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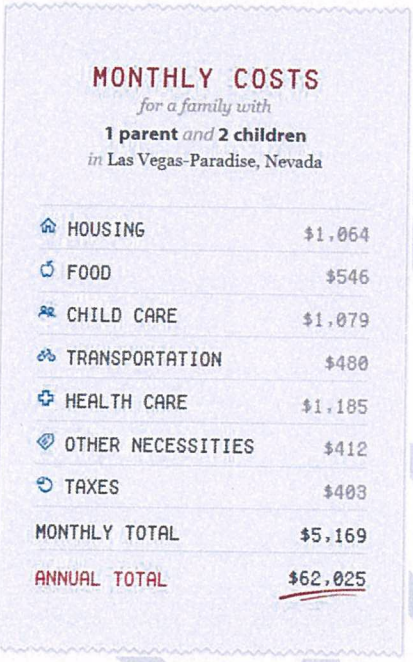
Needs Assessment

NA-05 Overview

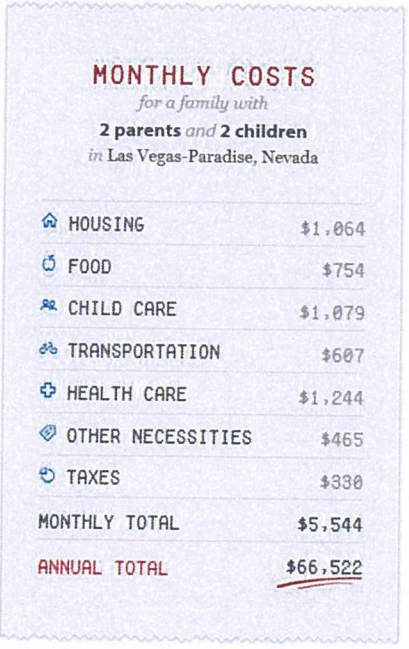
Needs Assessment Overview

The city of Las Vegas is the most populous city in Nevada. Steadily recovering from the recession, the City still has one of the highest foreclosure rates[1] and although recovering, Nevada still has the worst performance in terms of negative equity mortgages. The city of Las Vegas's population grew dramatically along with the rest of Southern Nevada until the recession starting in 2007. When the national housing market fell, Clark County's housing market fell more severely than the rest of the nation. By 2013, median sales prices had decreased below those in 2003. At this time, while new construction and sales of homes are still occurring, the housing market is Southern Nevada remains in a state of relative distortion. Foreclosure and investment activity pricing have caused a disconnect from direct consumer demand for different housing types, and uncertainty regarding timing for market stabilization and growth affects development and consumer decision-making.[2]



MONTHLY COSTS
for a family with
1 parent *and* **2 children**
in Las Vegas-Paradise, Nevada

HOUSING	$1,064
FOOD	$546
CHILD CARE	$1,079
TRANSPORTATION	$480
HEALTH CARE	$1,185
OTHER NECESSITIES	$412
TAXES	$403
MONTHLY TOTAL	$5,169
ANNUAL TOTAL	$62,025



MONTHLY COSTS
for a family with
2 parents *and* **2 children**
in Las Vegas-Paradise, Nevada

HOUSING	$1,064
FOOD	$754
CHILD CARE	$1,079
TRANSPORTATION	$607
HEALTH CARE	$1,244
OTHER NECESSITIES	$465
TAXES	$330
MONTHLY TOTAL	$5,544
ANNUAL TOTAL	$66,522

The City is home to one-fifth of the state's population at 21.6% (US Census 2013: Las Vegas= 603488 and State of Nevada=2790136). However, the City's median income is lower than then the state. When analyzing the median income of households in Las Vegas, according to HUD's published Income Limit areas, the Las Vegas-Paradise area has dropped almost 12% from 2010 to 2014. Whether or not this trend will continue is unknown, however even as the nation is recovering Las Vegas is still showing signs of the recession. If looking at the Economic Policy Institute's calculator, a family of 2 adults and 2 children would require $66,522 in 2013 and the median income was $63,100 dropping $5,100 to a low of $58,000 in 2014. It has been almost a decade (2006-$58,200) since HUD published an AMI below the 2015 median income of $59,200.

[1] UNLV Lied 4.9.13 Local Housing Market Report
[2] ECONorthwest, Clark County Housing Market Analysis, 2012-2035

FY 2014 Income Limits Documentation System
FY 2014 Income Limits Summary
Las Vegas-Paradise, NV

FY 2014 Income Limit Area Median Income
Las Vegas-Paradise, NV $58,000

FY 2014 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low (30%) Income Limits	12950	14800	16650	18450	19950	21450	22900	24400
Very Low (50%) Income Limits	21550	24600	27700	30750	33250	35700	38150	40600
Low (80%) Income Limits	34450	39400	44300	49200	53150	57100	61050	64950

FY 2015 Income Limits Documentation System
FY 2015 Income Limits Summary
Las Vegas-Paradise, NV
(Effective 3/6/2015)

FY 2015 Income Limit Area Median Income
Las Vegas-Paradise, NV $59,200

FY 2015 Income Limit Category	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Extremely Low (30%) Income Limits	12900	15930	20090	24250	28410	32570	36730	40550
Very Low (50%) Income Limits	21500	24600	27650	30700	33200	36650	38100	40550
Low (80%) Income Limits	34400	39300	44200	49100	53050	57000	60900	64850

According to data supplied by HUD, 81,930 households (38.7% of all households) in the city of Las Vegas have incomes below 80% area median income (AMI). Of these, 63,785 (77.85%) households experience a housing problem, including substandard housing, overcrowding, cost burden or severe cost burden. Almost 61,243 households at 80% AMI and below are estimated to be paying over 30% of their income for housing. Over 28,045 of these households are low-income households with "worst case" housing needs. Households with worst-case needs are families who are low income (have incomes at or below 50 percent of the area median) and pay more than half of their income for housing and utilities.

Based on data from the 2007-2011 American Community Survey:

- There are 211,690 households in the city of Las Vegas
- There are 81,930 (38.7%) households with income at or below 80 percent of median area income, or almost 39 percent of all households
- Cost burdened households making 0-80% AMI (>30% of income for housing costs) = 61,243
- Cost burdened households making 0-80% AMI(>50% of income for housing costs) = 35,218
- Of the 81,930 low- and moderate-income households, 35,128 or 43.1% percent pay over fifty percent of their income for housing
- Severely Cost burdened renters households = 21,054(9.94 percent of all households)
- Severely Cost burdened owner households = 14,164 (6.69 percent of all households)

The housing needs for these households range from housing rehabilitation assistance, homebuyer assistance, affordable rental and owner housing, additional Housing Choice Vouchers and tenant-based rental assistance funding, a wide variety of public services, additional job skills and education.

Needs Assessment

The Needs Assessment of the Consolidated Plan, in conjunction with information gathered through consultations and the citizen participation process, provides a picture of the city of Las Vegas's needs related to affordable housing, special needs housing, community development, and homelessness. From this Needs Assessment, Las Vegas will identify those needs with the highest priority, which

along with other initiatives will form the basis for the Strategic Plan and the programs and projects to be administered.

The Needs Assessment includes the following sections:

Housing Needs Assessment (NA-10)

The section summarizes the City's projected needs of the ensuing five-year period of the plan. The need is evaluated according to the categories listed in the regulations, including income level, tenure, and household type, and by housing problems, including cost burden, overcrowding, and substandard housing conditions.

Housing problems, in this context, include the following:

- Lack of a complete kitchen or plumbing facilities.
- Cost burdened: A housing cost burden of more than 30 percent of the household income. Cost burden is the fraction of a household's total gross income spent on housing costs. For renters, housing costs include rent paid by the tenant plus utilities. For owners, housing costs include mortgage payments, taxes, insurance, and utilities.
- Overcrowded: Overcrowded is defined as more than one person per room, not including bathrooms, porches, foyers, halls, or half-rooms.

Disproportionately Greater Need (NA-15, NA-20, NA-25, and NA-30))

This section provides an assessment for each disproportionately greater need identified. A disproportionately greater need exists when the members of racial or ethnic group at a given income level experience housing problems at a greater rate (10% or more) than the income level as a whole.

Public Housing (NA-35)

In cooperation with Southern Nevada Regional Housing Authority (SNRHA), the public housing agency for Southern Nevada, this section provides SNRHA's summary of the needs of its public housing residents. NA-35 Public Housing collects information on the number and type of public housing units and characteristics of their residents.

Homeless Needs Assessment (NA-40)

This section describes the nature and extent of unsheltered and sheltered homelessness within Southern Nevada. This includes the number of persons experiencing homelessness on a given night, the number of persons who experience homelessness each year, the number of persons who lose their housing and become homeless each year, the number of persons who exit homelessness each year, the number of days that persons experience homelessness, and other measures specified by HUD. It also includes a description the needs of low-income individuals and families with children who are currently housed but threatened with homelessness.

Non-Homeless Special Needs Assessment (NA-45)

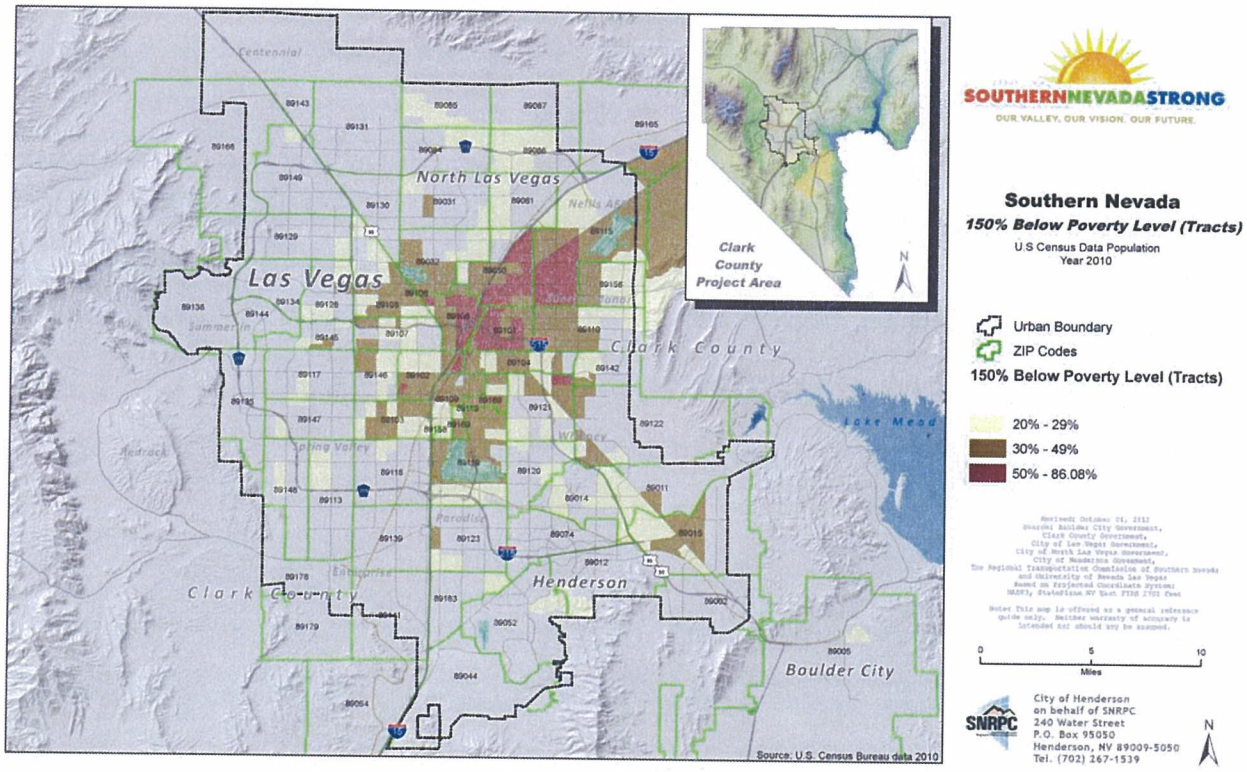
This section describes the level of housing need for persons who are not homeless, but require supportive housing, including the elderly, frail elderly, persons with disabilities, persons with alcohol or other drug addiction, persons with HIV/AIDS and their families, public housing residents, and any other categories the jurisdiction may specify.

As a HOPWA grantee, the plan identifies the size and characteristics of the population with HIV/AIDS and their families within the area.

Non-Housing Community Development Needs (NA-50)

This section provides a summary of the jurisdiction's priority non-housing community development needs, including the need for public facilities, public improvements, public services, and other eligible uses of CDBG.

The following map from the Regional Analysis of Impediments illustrates a significant area of central Las Vegas (West, Downtown, and East) with residents living 150 % below the poverty level.



NA-10 Housing Needs Assessment - 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

As defined by HUD in the Comprehensive Housing Affordability Strategy (CHAS) data, housing problems include:

- Units with physical defects (lacking complete kitchen or bathroom);
- Overcrowded conditions (housing units with more than one person per room);
- Housing cost burden (including utilities) exceeding 30 percent of gross income; and
- Severe housing cost burden (including utilities) exceeding 50 percent of gross income.

There is a need for affordable housing in the city of Las Vegas. Housing problems in the City similarly impact renter and owner-households, with 44 percent (Table 2 25,435/60,325) of all renter-households at 100% AMI and below experiencing at least one housing problem (inadequate housing, overcrowding, cost burden of 50 percent, or cost burden of 30 percent), compared to 42.8 (40,580/17,375) percent of owner-households. Of the housing problems described above, the most common in the city of Las Vegas is housing cost burden.

Overcrowding is another problem mostly affecting Single Family Households, whether owner and renter. Overall however, renters are around four times as likely to have crowding as owner-households.

To further dissect the housing problems, the following tables provide additional details:

- Table 7 presents the number of households with one or more housing problems (inadequate housing, overcrowding, cost burden of 50 percent, or cost burden of 30 percent) by income and tenure.
- Table 8 summarizes the number of households with more than one or more severe housing problems by income and tenure. Severe housing problems are: inadequate housing; severe overcrowding (1.51 persons or more per room); and housing cost burden of 50 percent.
- Table 9 isolates those households with housing cost burden of over 30 percent (inclusive of those with cost burden of over 50 percent) by income and tenure.
- Table 10 further isolates those households with cost burden of over 50 percent.
- Table 11 presents overcrowding by household type.
- Table 12 is intended to show overcrowding for households with children. However, the American Community Survey provides no data for the City.

Demographics	Base Year: 2000	Most Recent Year: 2011	% Change
Population	478,555	584,413	22%
Households	177,257	211,684	19%
Median Income	$44,069.00	$54,174.00	23%

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2007-2011 ACS (Most Recent Year)

Number of Households Table

Total of all households is 211,690	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households *	22,955	23,780	35,195	21,655	108,105

Total of all households is 211,690	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Small Family Households *	7,450	7,380	14,435	8,765	53,995
Large Family Households *	2,055	3,410	3,710	2,845	10,190
Household contains at least one person 62-74 years of age	4,015	4,870	6,350	4,165	20,965
Household contains at least one person age 75 or older	2,850	3,800	4,380	2,195	6,870
Households with one or more children 6 years old or younger *	4,825	5,935	7,515	4,435	15,550
* the highest income category for these family types is >80% HAMFI					

Table 6 - Total Households Table

Data Source: 2007-2011 CHAS

Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	530	365	520	110	1,525	25	100	100	45	270
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	820	545	515	90	1,970	0	50	100	90	240
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	990	1,225	1,280	685	4,180	85	250	495	365	1,195
Housing cost burden greater than 50% of income (and none of the above problems)	10,060	6,805	1,605	290	18,760	4,385	4,100	5,210	1,980	15,675
Housing cost burden greater than 30% of income (and none of the above problems)	875	5,220	11,050	3,320	20,465	740	1,740	3,750	4,165	10,395
Zero/negative Income (and none of the above problems)	1,775	0	0	0	1,775	910	0	0	0	910

Table 7 – Housing Problems Table

Data Source: 2007-2011 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	12,400	8,945	3,915	1,175	26,435	4,495	4,500	5,900	2,480	17,375
Having none of four housing problems	2,315	6,740	16,005	8,830	33,890	1,070	3,600	9,375	9,160	23,205
Household has negative income, but none of the other housing problems	1,775	0	0	0	1,775	910	0	0	0	910

Table 8 – Housing Problems 2

Data Source: 2007-2011 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	4,775	4,850	6,120	15,745	1,560	1,725	4,045	7,330
Large Related	1,495	2,330	1,375	5,200	370	810	1,200	2,380
Elderly	2,850	3,040	2,089	7,979	2,160	2,720	2,439	7,319
Other	3,930	3,600	3,960	11,490	1,120	905	1,775	3,800
Total need by income	13,050	13,820	13,544	40,414	5,210	6,160	9,459	20,829

Table 9 – Cost Burden > 30%

Data Source: 2007-2011 CHAS

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	4,500	2,520	500	7,520	1,440	1,415	2,545	5,400
Large Related	1,365	1,250	45	2,660	325	630	505	1,460
Elderly	2,365	1,510	524	4,399	1,620	1,515	1,199	4,334
Other	3,710	2,090	675	6,475	1,075	715	1,180	2,970
Total need by income	11,940	7,370	1,744	21,054	4,460	4,275	5,429	14,164

Table 10 – Cost Burden > 50%

Data Source: 2007-2011 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	1,510	1,360	1,360	505	4,735	85	250	485	335	1,155
Multiple, unrelated family households	140	330	365	260	1,095	0	65	110	120	295
Other, non-family households	165	110	70	20	365	0	0	0	0	0
Total need by income	1,815	1,800	1,795	785	6,195	85	315	595	455	1,450

Table 11 – Crowding Information – 1/2

Data Source: 2007-2011 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present								

Table 12 – Crowding Information – 2/2

No data was provided in the above table nor available at the city of Las Vegas.

Describe the number and type of single person households in need of housing assistance.

According to the 2010 Demographic Profile Data, 55,119 or 26% of the population is a householder living alone. The numbers are fairly similar at around 13% comparing men and women (27,849 & 27, 279) single person households. There are slightly greater numbers of women (11,195=5.3%) 65 and over living alone over men (6,785=3%).

Although single person households are not reported on the Southern Nevada Regional Housing Authority waitlists, 4854 or 37.89% of households are on the waiting list for 1 bedroom public housing units. While the waitlist closures vary from program to program, on average waitlists for public housing units currently they have been closed for 9.5 months (HVC's have been closed for seven (7) years).

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

Persons with Disabilities: The 2013 ACS one-year estimates show that 13.3% of the City's population five and over have disability status. Using 2010 and 2013 ACS 1 year estimates, there has been a 22% increase in the number of people with disabilities in the city of Las Vegas. According to www.disabilitystatistics.org, run by Cornell University (using Current Population Survey), Nevada's population between 2010-2012 had the highest percentages on record (starting in 1980) averaging 14.4% of men and women, aged 18-64 with or without a work limitation in Nevada who lived with families with incomes below the poverty line. People with disabilities are over twice as likely to be living in poverty as those without a disability in Nevada.

According to the SNRHA waiting lists, 3057 (22.4%) families with disabilities are listed awaiting homes. Of these families, 82 are listed on the Section 8 tenant-based assistance list that hasn't been opened in seven years. The specific income and race of these families are not specified, however

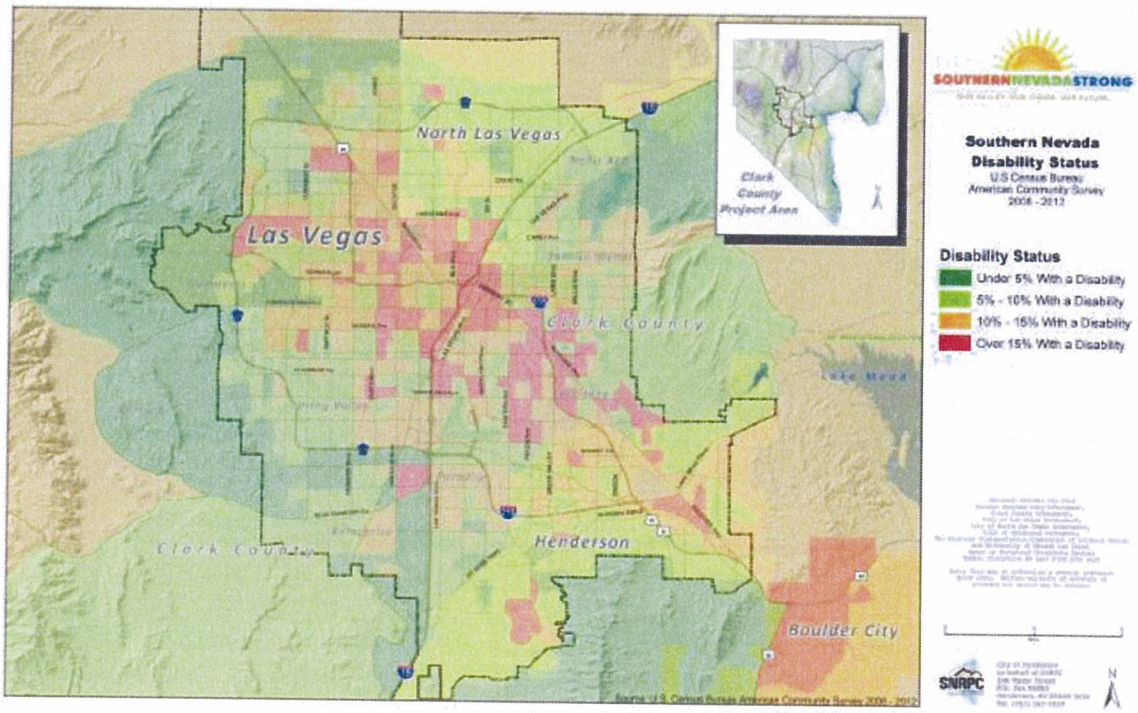
the majority of waiting list applicants where income is specified are listed as extremely low income with incomes <=30% AMI. As of this publication, this would be equal to a family of four living off less than $24,250.

A few of the agencies that work with people with disabilities are:

1. Opportunity Village – Opportunity Village is a not-for-profit organization that serves people within our community with intellectual disabilities to enhance their daily lives and the lives of their families.
2. The Blind Center of Nevada - The Blind Center of Nevada assists blind and visually impaired persons of all ages in reaching their highest physical, social, intellectual, and economic potential. To achieve these objectives there are three focus areas: personal development, social interaction and meaningful employment.
3. New Vista - "New Vista is committed to providing the intellectually challenged of all ages with equal opportunities and support so they may experience life to the fullest." The overall goal of New Vista is to empower people through a better quality of life. Our skilled staff works to improve each individual's ability to be independent and to build self-esteem through obtaining their goals.

The following map, chart and summaries are from the Regional Analysis of Impediments.

Figure 6 Locations of residents with disability status



"Figure 6 shows that people with disability status live throughout Southern Nevada. As our population ages, Southern Nevada can only expect for the number of disabled residents to increase. As these numbers increase, it will be increasingly important to examine the housing opportunities, transportation options, and improvement plans for physical access for those with disabilities and to ensure that efforts are made to address fair housing.

The locations in Figure 6 show several different scenarios for location choice for disabled residents in Southern Nevada. Some of the darker red areas (areas with over 15% disability status rates) are in areas popular with large concentrations of senior residents, including the Anthem area of Henderson (with several age restricted communities) and the Summerlin area of Las Vegas (also with an age restricted community). A second area of red surrounds the Las Vegas medical district, a large medical community of West Las Vegas, bounded by Charleston Blvd and Alta Drive, west of I-15. This area serves a large medical community of hospitals, medical clinics, and ancillary services, and would naturally welcome a large community in need of medical services. The third area of dark red mirrors the low-income urban core area of Southern Nevada. This area has the lowest income rental units and housing accommodations as well as the most accessible transit and for that reason may be a reason more disabled residents, especially those with a fixed income, locate in this area."

"***Disability Status***

Table 13 shows the number of residents with disability status for Clark County, Las Vegas, North Las Vegas, Henderson, and Boulder City, compared with the state of Nevada in 2012. For all jurisdictions other than North Las Vegas, the percentage has increased since 2000.

Table 13 Disability status for the civilian non-institutionalized population 5 years and over, 2000 and 2012, Nevada, Clark County, and selected cities

Area	2000		2012*	
	Disability status, civilian non-institutionalized population 5 years and older	% with a disability	Disability status, civilian non-institutionalized population 5 years and older	% with a disability
Nevada	375,910	10.3%	328,715	12.9%
Clark Co	264,470	10.5%	232,068	12.6%
Las Vegas	96,564	11.1%	75,587	13.8%
North Las Vegas	21,330	10.5%	20,450	10.2%
Henderson	26,262	8.1%	27,796	11.1%
Boulder City	2,761	9.7%	2,147	14.9%

Source: U.S. Census 2000 SF4 Table QT-P21, U.S. Census 2012 Table S1810, and U.S. Census 2008-2012 Table S1810.
*2012 data for Clark County, Las Vegas, North Las Vegas and Henderson is from the ACS 1-year estimates while data for Boulder City reflects ACS 5 year estimates (2008-2012) "

Victims of Domestic Violence, Dating Violence, Sexual Assault and Stalking:

In 2012, Nevada was ranked 6th for females murdered by males in single victim/single offender homicides according the Violence Policy Center's report *When Men Murder Women: An Analysis of 2012 Homicide Data*. In that year 25 of the 84 homicides within Las Vegas police's jurisdiction were related to domestic disputes. That same year Las Vegas police handled more than 22,000 domestic violence-related cases reported where a crime was committed and responded to more than 60,000 calls throughout the year.

Domestic Violence in all forms is greatly under reported throughout the nation and there is no national database tracking numbers, so estimating its scope in Las Vegas as it compares to other cities is difficult. Women, men, children and families leaving domestic violence often flee with little to nothing. The fear of not knowing where or how to seek help and what will happen paralyzes many victims. However, there are agencies that assist with housing victims, providing emergency needs,

counseling, and assistance. According to a table from Nevada KIDS COUNT, 301 children were removed from their homes and placed in foster care due to domestic violence, 475 for physical abuse, and 136 for sexual abuse in 2012. All programs listed below have contingencies for providing services to men and men with children.

1. The Shade Tree – The mission of The Shad Tree is to provide safe shelter to homeless and abused women and children in crisis and to offer life-changing services promoting stability, dignity and self-reliance. www.theshadetree.org
2. Safe Nest – Mission: To be the leading advocate in promoting the eradication of domestic violence by providing confidential assistance including shelter, food, clothing, counseling, education, and other services to individuals experiencing domestic violence while maintaining the highest respect and dignity for our clients. www.safenest.org
3. SAFE House - S.A.F.E. House is committed to stop violence and abuse in the family environment by providing safe shelter, support, advocacy, counseling and education. www.safehousenv.org
4. FACT Family and Child Treatment of Southern Nevada – FACT provides intervention, treatment, and advocacy services for women and families who are victims of domestic violence living in the city of Las Vegas. Program targets adult women victimized by domestic violence and/or sexual assault.

What are the most common housing problems?

Using the data provided by HUD (2007-2011 ACS), housing cost burden is the most outstanding issue facing both renters and owners of households having at least one listed need in Las Vegas. Of Renters, 20,465 households spend more than 30% of their income on housing and 18,760 households spend more than 50% of their income on housing. Homeowners are not much better off with 10,395 households spending more than 30% and another 15,675 spending more than 50% of their income on housing. Of renters, the largest numbers are in households making less than 80% AMI with over 10,000 households alone, making between 0-30% AMI spending more than 50% of their income on housing. As for homeowners, the numbers are more spread out across income levels, but still show large numbers of housing cost burdened families. The elderly, whether owner or renter has almost equal numbers showing a housing cost burden greater than 50%.

Of renters, Small Related households and *Other* households have the greatest cost burdens. Twice as many renters are cost burdened by more than 30% compared to owners. However, together it still shows that 61,243 households have a cost burden of more than 30% of their incomes. Elderly households have similar cost burden comparisons, whether they are renters or owners.

For those with a cost burden greater than 50%, again Small Related households making under 50% AMI is the most affected. Of renters the majority is households making less than 30% AMI and owners making between 50-80% AMI.

Of both renters and owners, Single Family Households have the highest level of crowding with renters in Multiple, unrelated family households coming in second. Overall however, renters are around four times as likely to have crowding as owners.

According to State of the States: The Poverty and Inequality Report 2015, "California, Georgia, Arizona, Nevada, New Mexico and Florida had the largest poverty increases, with the 2013 poverty rates in these states more than 4 percentage points higher than in 2007. The poverty rise in just two

of these states, California and Florida, translates into 3 million more poor people than there were in 2007. There was, worse yet, a concomitant increase in the depth of poverty: In 36 states, the gap between a poor family's total income and the poverty threshold increased between 2007 and 2013, yet another indication of a growing economic vulnerability among the poor population. And, finally, the number of states with very high poverty (above 18 percent) grew from 3 to 12 between 2007 and 2013."

Are any populations/household types more affected than others by these problems?
While cost burden is a significant problem for households at 80% AMI and below, it is particularly difficult for those at 50% AMI and below, especially those on fixed incomes, which would include most elderly people and people with disabilities. Renter households overall have more housing problems. Generally, single family households earning 80% AMI and below are disproportionately affected by overcrowding. Overcrowding is also over 4 times more prevalent among renters than owners.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance
According to data provided by National KIDS COUNT in 2013 for Las Vegas, 40,000 children under the age of 18 live in families below the federal poverty level. This number was up 6,000 from 2012 and 9,000 from 2009. Growing up in poverty is one of the greatest threats to healthy child development. Poverty and financial stress can impede children's cognitive development and their ability to learn. It can contribute to behavioral, social and emotional problems and poor health. Unforeseen financial difficulties, such as illness or job loss, could have dire outcomes putting families out on the streets or in search for shelters. These households as well as formerly homeless families and individuals who are receiving rapid re-housing assistance need access to permanent affordable housing, affordable child care, educational opportunities, job training and transportation.

Sadly, according to data in Nevada KIDS COUNT, 485 alone children were removed from their homes and placed into foster care due to inadequate housing in 2012.

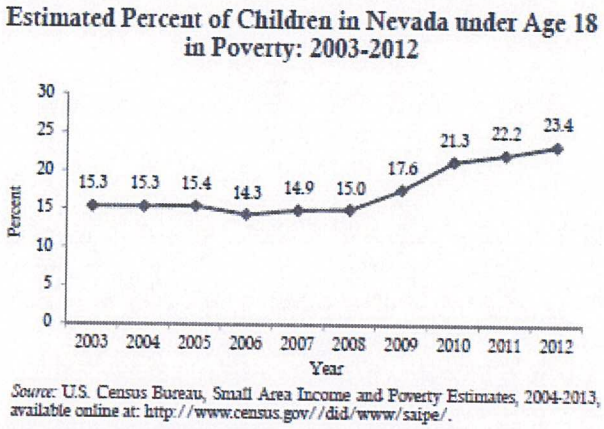
Children In Poverty (100 Percent Poverty)

Year(s): 5 selected | Data Type: All

Data Provided by: National KIDS COUNT

Location	Data Type	2009	2010	2011	2012	2013
Las Vegas	Number	31,000	34,000	43,000	34,000	40,000
	Percent	20%	24%	29%	24%	28%

Source: National KIDS COUNT data center



Source: Nevada KIDS COUNT

[As illustrated in this graph, the amount of children in poverty has grown since the Great Recession and has yet to stabilize.]

Due to limitations in ESG funding, the households eligible for Rapid Re-Housing were limited to persons at or below 30% AMI. The length of time of assistance was also limited due to the decrease in funding. While a majority of households served have been able to become stable and self-sufficient within a 6 month assistance period, there is a subset of households that need longer assistance due to continued unemployment or lack of sufficient affordable housing in the area, in particular for persons who are disabled. Households with disabilities (on SSI income), for the most part, need longer term assistance such as an ongoing rental and utility subsidy. Attempts are made to use ESG funds as a gap while they wait for additional assistance, but it is not always available.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Statewide, there has been an increase in the number of households with characteristics that may pose a risk for homelessness. While national trends also show an increase in these vulnerable households, for most groups, the increase in Nevada was greater than nationwide.

.

Growth in Households with Characteristics Posing a Risk of Homelessness*

Characteristic	State of Nevada Change 2011-2012	United States Change 2011-2012
# of poor renter households with severe housing cost burdens	+4.98%	+0.7%
# of poor people living double up	+1.4%	-0.3%
# of persons in poverty	+4.71%	+0.6%

* National Alliance to End Homelessness: The State of Homelessness in America 2014. Available at: http://b.3cdn.net/naeh/d1b106237807ab260f_qam6ydz02.pdf

Southern Nevada does not track or estimate "at–risk" populations other than the youth that are in foster care. Youth that "age-out" of the foster care system are at a higher risk to experience homelessness in their adult lives.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

Instability and increased risk of homelessness are associated with a lack of financial, mental, emotional and physical resources. These missing resources lead to frequent moving, living in the home of another, living in a hotel or motel, living in severely overcrowded housing. Many individuals who are exiting an institution (jail; mental health facility) or a system of care (as foster care) are at increased risk of homelessness. Other areas that could impact stability are prolonged unemployment, deteriorated housing, domestic violence, mental illness, drug or alcohol addictions, death of a family member, abandonment by spouse, non-receipt of child support, medical expenses and/or other unanticipated emergency expenditures. All of these factors may contribute to household instability and increase the risk of homelessness.

Discussion

See discussions above.

DRAFT

NA-15 Disproportionately Greater Need: Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

The housing problems indicated in this section are 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room (crowding), 4. Cost Burden greater than 30%. The household figures in the tables have at least one of those housing problems and are delineated by race/ethnicity. A difference of 10% or more of housing problems between the total population and minority groups indicates a disproportionate need of a minority group. The summary of housing problems by race and ethnicity are presented below for the of Las Vegas.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	18,375	1,845	1,740
White	8,940	855	815
Black / African American	3,665	540	250
Asian	655	120	145
American Indian, Alaska Native	155	15	60
Pacific Islander	20	0	0
Hispanic	4,570	260	435

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2007-2011 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	19,820	3,720	0
White	8,080	2,360	0
Black / African American	3,285	435	0
Asian	815	180	0
American Indian, Alaska Native	160	80	0
Pacific Islander	4	0	0
Hispanic	7,040	640	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2007-2011 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	24,380	11,300	0
White	11,780	6,280	0
Black / African American	3,605	1,110	0
Asian	1,085	500	0
American Indian, Alaska Native	95	80	0
Pacific Islander	35	20	0
Hispanic	7,155	3,095	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2007-2011 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	10,540	11,305	0
White	5,765	6,140	0
Black / African American	1,040	1,165	0
Asian	445	690	0
American Indian, Alaska Native	45	70	0
Pacific Islander	45	40	0
Hispanic	2,890	2,985	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2007-2011 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

Discussion

All households, regardless of race, at 80% AMI and below, have more housing problems then homes without housing problems.

According to HUD's eCon Planning Suite desk guide, a disproportionately greater need exists when the members of a racial or ethnic group at an income level experience housing problems at a greater rate (10 percent or more) than the income level as a whole.) Using this definition, Pacific Islander households (24 in total) have a disproportionately greater need for incomes at 50% AMI and under.

DRAFT

NA-20 Disproportionately Greater Need: Severe Housing Problems – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

The housing problems indicated in this section are considered severe and include 1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, and 4. Cost Burden greater than 50%. The household figures in the tables have at least one of those housing problems and are delineated by race/ethnicity. A difference of 10% or more in housing problems between the total population and minority groups indicates a disproportionate need of a minority group. The summary of housing problems by race and ethnicity are presented below for the city of Las Vegas.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	16,400	3,825	1,740
White	7,860	1,935	815
Black / African American	3,260	945	250
Asian	570	205	145
American Indian, Alaska Native	140	25	60
Pacific Islander	20	0	0
Hispanic	4,175	655	435

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2007-2011 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	12,395	11,150	0
White	5,275	5,160	0
Black / African American	2,055	1,670	0
Asian	500	490	0
American Indian, Alaska Native	160	80	0
Pacific Islander	4	0	0
Hispanic	4,090	3,590	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2007-2011 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	9,300	26,370	0
White	4,420	13,635	0
Black / African American	945	3,770	0
Asian	480	1,110	0
American Indian, Alaska Native	49	120	0
Pacific Islander	10	45	0
Hispanic	3,170	7,080	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2007-2011 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,370	18,475	0
White	1,460	10,450	0
Black / African American	400	1,800	0
Asian	190	950	0
American Indian, Alaska Native	10	105	0
Pacific Islander	0	80	0
Hispanic	1,195	4,680	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2007-2011 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

Discussion

All households, regardless of race, at 50% AMI and below, have more severe housing problems then homes without severe housing problems.

According to HUD's eCon Planning Suite desk guide, a disproportionately greater need exists when the members of a racial or ethnic group at an income level experience housing problems at a greater rate (10 percent or more) than the income level as a whole.) Using this definition, Pacific Islander households (24 in total) have a disproportionately greater need for incomes at 50% AMI and below and Native American/Alaskan Native households (160 in total) at 30-50% AMI.

NA-25 Disproportionately Greater Need: Housing Cost Burdens – 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

.

Introduction:

The housing problem indicated in this section is cost burden which is present when a household pays 30% or more for their rent and utilities. The household figures in the tables are delineated by race/ethnicity. A difference of 10% or more in housing cost between the total population and minority groups indicates a disproportionate need of a minority group. The summary of housing problems by race and ethnicity are presented below for the city of Las Vegas.

Families who pay more than 30 percent of their income for housing are considered cost burdened and may have difficulty affording necessities such as food, clothing, transportation and medical care.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	114,245	49,480	38,685	1,850
White	74,485	26,445	19,540	860
Black / African American	9,395	6,635	6,335	275
Asian	6,080	2,385	1,820	165
American Indian, Alaska Native	795	210	325	60
Pacific Islander	185	125	100	0
Hispanic	21,010	12,620	9,690	445

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2007-2011 CHAS

Discussion:

Based on the data, 43 percent of all households have a housing burden greater than 30 percent including 19 percent of households with a burden greater than 50 percent. The attached table indicates that there are no racial or ethnic groups that have a disproportionately greater need than the needs of that income category as a whole.

Housing Cost Burden	<=30% AMI Percent	30-50% AMI Percent	>50% AMI Percent
Jurisdiction as a whole	56%	24%	19%
White	61%	22%	16%
Black / African American	41%	29%	28%
Asian	58%	23%	17%
American Indian, Alaska Native	57%	15%	23%
Pacific Islander	45%	30%	24%
Hispanic	48%	29%	22%

NA-30 Disproportionately Greater Need: Discussion – 91.205(b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Housing Problem:

Pacific Islander households (24 in total) have a disproportionately greater need for incomes at 50% AMI and under.

Severe Housing Problem:

Pacific Islander households (24 in total) have a disproportionately greater need for incomes at 50% AMI and below and Native American/Alaskan Native households (160 in total) at 30-50% AMI

Housing Cost Burden:

There are no racial or ethnic groups that have a disproportionately greater need than the needs of that income category as a whole.

If they have needs not identified above, what are those needs?

In addition to housing problems, it is likely that households living at or below 50% AMI and even those at <80% AMI have limited access to good schools, fewer opportunities to secure better housing, lower education attainment, lower paying jobs, and little to no savings. According to a Brookings Institution study based on the ACS 2012, it is estimated that approximately 16% of the City's population also has limited English proficiency causing another hurdle to better paying jobs and opportunities for family members.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

The figures and text below are from the Regional Analysis of Impediments. They illustrate the concentration of minority racial/ethnic groups and locations of residents living below the poverty level using 2010 data. These maps overlap in the more mature neighborhoods around downtown Las Vegas.

Figure 3 indicates the areas of heavier minority population for all of Clark County. It is similar in concentration to Figure 8, which pinpoints the areas of population which live under the poverty level. Figure 3 indicates the proportion of the population that all minorities constitute for all of Clark County. While Clark County's urban core, which is centered around Downtown Las Vegas, is quite racially and ethnically diverse, Figure 3 shows that some severe concentrations exist and that racial and ethnic diversity is not uniform throughout the county's urban core. As of 2010, minorities as a whole lived in the vast majority of the county's urban core.

Figure 3 also shows some substantial concentrations of minorities in the southern and eastern neighborhoods of North Las Vegas as well as in the eastern part of Las Vegas and in unincorporated Clark County east of North Las Vegas and south of Las Vegas. Many of these concentrations have become more intense and more widespread since 2000.

Figure 3 Minority Population per Are

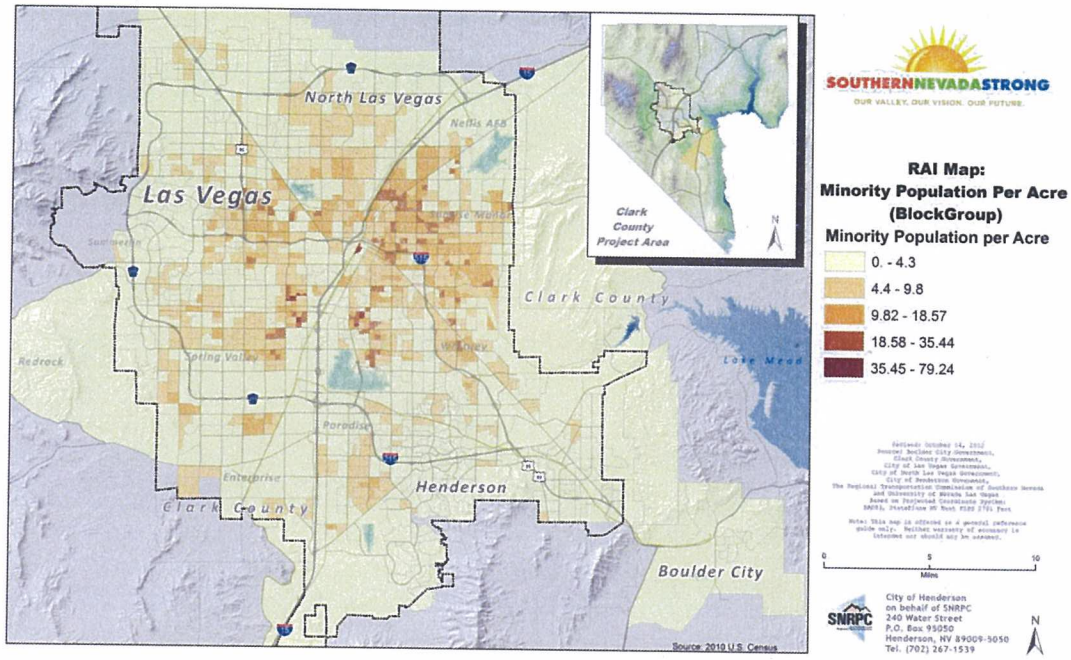
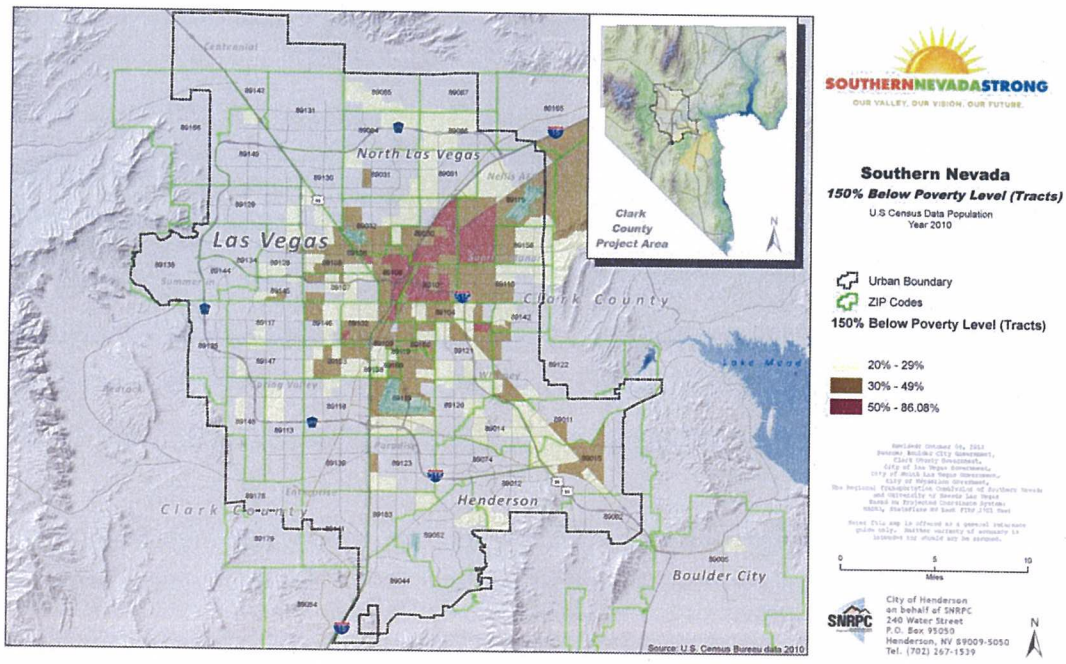


Figure 8 Residents Living under the Poverty Level in Southern Nevada



NA-35 Public Housing – 91.205(b)

Introduction

The Southern Nevada Regional Housing Authority (SNRHA) operates and manages the Public Housing (PH) in our area. The organization formally began operations on January 1, 2010 and combines the Housing Authority of the city of Las Vegas, Clark County Housing Authority, and North Las Vegas Housing Authority intone agency. SNRHA indicated that it has 2,667 public housing units, 9,938 vouchers and 2560 special purpose vouchers in the entire County. As seen in the map below, the majority of the public housing (19 out 29 & 4 senior non-aided sites) are located within City limits.

The following information in this section provided by the Southern Nevada Regional Housing Authority along with updated tables:

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	2,731	9,995	64	9,271	312	230	78

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	2,667	9,938	103	9835	804	289	1467

Data Source: SNRHA 2.2015

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	10,350	12,552	10,322	12,605	10,410	10,851
Average length of stay	0	0	5	5	0	6	0	2
Average Household size	0	0	2	2	3	2	1	3
# Homeless at admission	0	0	3	9	0	5	0	4
# of Elderly Program Participants (>62)	0	0	981	1,863	7	1,749	72	7
# of Disabled Families	0	0	496	2,357	8	2,118	140	34
# of Families requesting accessibility features	0	0	2,731	9,995	64	9,271	312	230
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project – based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Average Annual Income	0	0	10,508	13,120	9.913	13,677	9,409	10,183	13,243
Average length of stay	0	0	6.6	9.0	3.0	9.6	2.4	5.5	11.2
Average Household size	0	0	2.2	2.7	3.3	2.9	1.3	3.9	2.0
# Homeless at admission	0	0	266	952	11	119	761	40	21
# of Elderly Program Participants (>62)	0	0	988	1876	25	1378	165	14	294
# of Disabled Families	0	0	566	2546	13	1136	319	46	1032
# of Families requesting accessibility features	0	0	24	0	0	0	0		0

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project – based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of HIV/AIDS program participants	0	0	0	0	0	0	0		0
# of DV victims	0	0	0	0	0	0	0		0

Data Source: SNRHA 2.20145 ** Note: SNRHA added Disabled Column like other tables

Race of Residents

Race	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	1,188	3,203	20	2,834	165	121	49
Black/African American	0	0	1,397	6,533	39	6,201	137	104	27
Asian	0	0	83	113	3	104	4	1	0
American Indian/Alaska Native	0	0	25	64	1	58	4	1	0
Pacific Islander	0	0	38	82	1	74	2	3	2
Other	0	0	0	0	0	0	0	0	0

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Race	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	1151	3092	41	1893	472	154	532
Black/African American	0	0	1399	6657	57	5224	327	138	911

Race	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Asian	0	0	93	115	5	82	10	1	17
American Indian/Alaska Native	0	0	35	73	1	45	12	3	12
Pacific Islander	0	0	33	102	1	76	9	4	12
Other	0	0	0	0	0	0	0	0	0

Data Source: SNRHA 2.201115

Ethnicity of Residents

Ethnicity	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	542	1,073	14	997	23	23	10
Not Hispanic	0	0	2,189	8,922	50	8,274	289	207	68

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	538	1028	25	746	56	40	161
Not Hispanic	0	0	2127	8956	78	6539	762	257	1320

Data Source: SNRHA 2.201

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

There are 82 families with disabilities on the Housing Choice Voucher waiting list, which is 10% of the households on the list. The waiting list has been closed since 2008 (over 7 years). There are 998 families with disabilities on the Public Housing waiting list, which is 27.1% of households on the list. The waiting list has been closed since July 2014 (over 6 months). These households need access to transportation, supportive services for their disabled household member, food assistance, education opportunities and access to other mainstream programs.

[Source: Southern Nevada Regional Housing Authority]

Most immediate needs of residents of Public Housing and Housing Choice voucher holders

The Southern Nevada Regional Housing Authority provides housing and supportive services to the very low-income, especially those at 30% AMI and below. Their most immediate needs include transportation, access to other mainstream programs, job training, additional education, food assistance, health care, and childcare assistance. The most immediate need for the Housing Choice Voucher participants would be security deposits.

[Source: Southern Nevada Regional Housing Authority]

How do these needs compare to the housing needs of the population at large

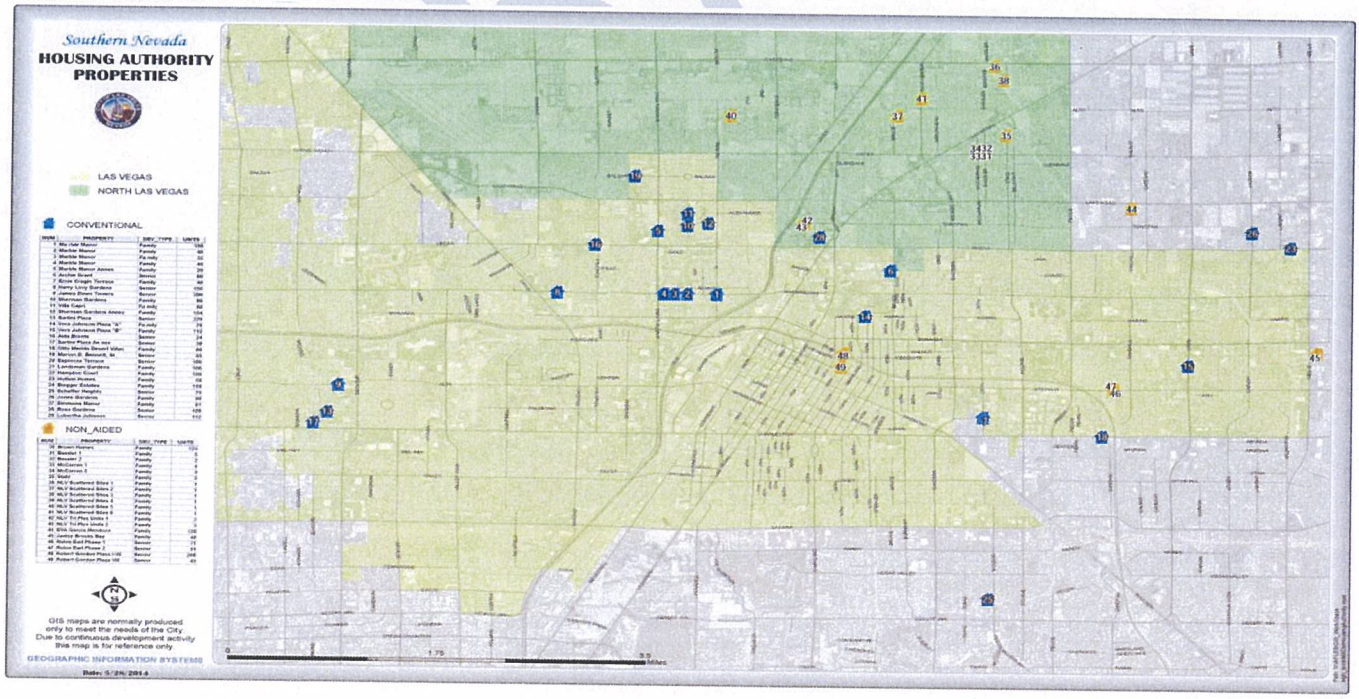
The needs of public housing and housing choice voucher holders mirror those of the population at large as cost burden appears to be the major problem with most low-and moderate income households.

[Source: Southern Nevada Regional Housing Authority]

Discussion

The majority of existing affordable rental housing in the City is affordable to those with incomes between 51 and 80% of AMI. There are 2,882 public housing units and 9,995 publicly assisted households in Clark County with lengthy waiting lists for both programs. These facts indicate the need for the production of more affordable rental units for those with incomes below 50% of AMI.

[Source: Southern Nevada Regional Housing Authority]



Voucher holders by jurisdiction and race

Voucher Holders by Jurisdiction	Total Voucher Households	Caucasian	Non-Hispanic Caucasian	African American	Asian	Hispanic of Any Race
Unincorporated Clark County	2977	1071	718	1808	34	395
Las Vegas	2423	718	512	1628	31	220
North Las Vegas	1441	192	108	1232	5	94
Henderson	537	289	231	224	12	66
Boulder City	13	12	12	1	0	0
Total	7391	2282	1581	4893	82	775
Total as a percentage		30.9%	21.4%	66.2%	1.1%	10.5%

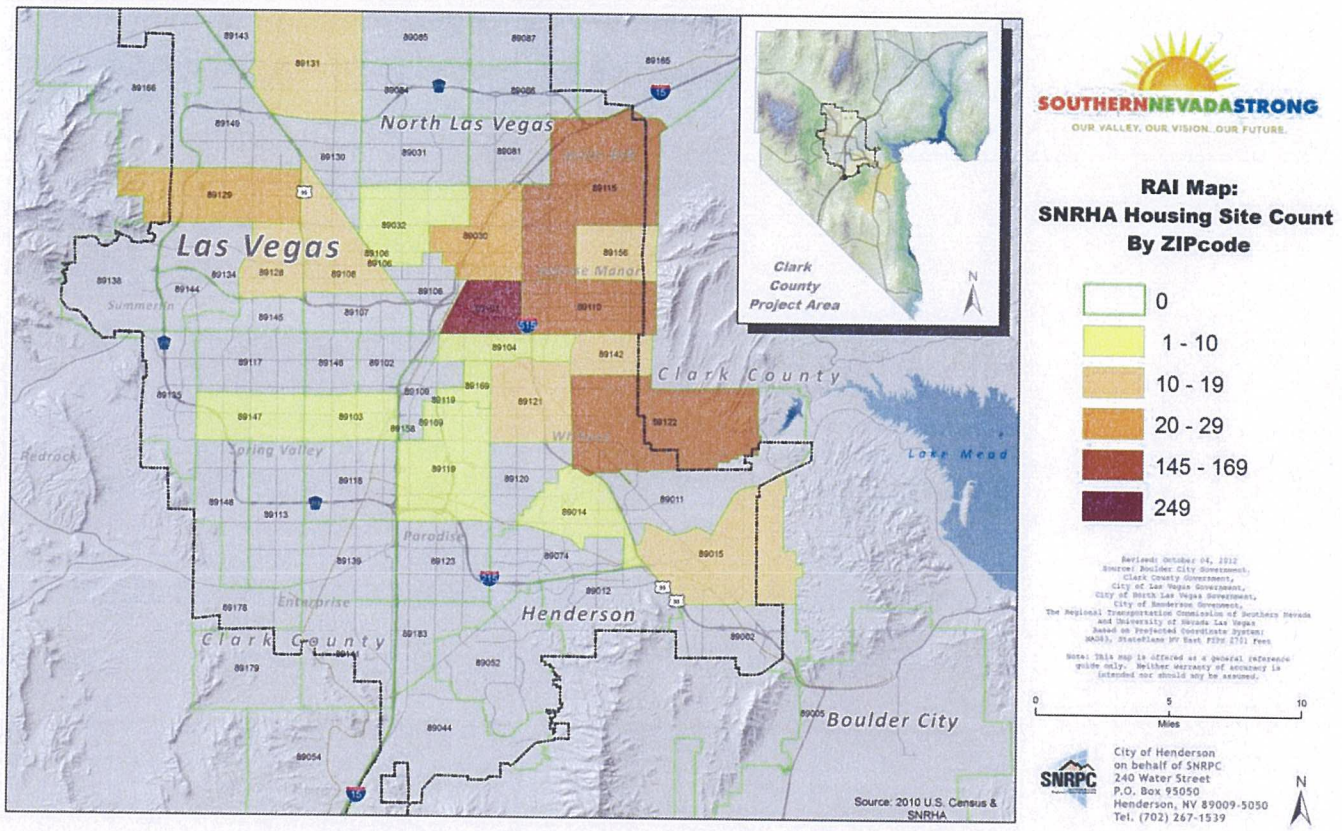
Source: SNRHA, April 2014, Table 46 from the RAI

"Table 46 shows the total number of Housing Choice Voucher holders for each jurisdiction and is also broken down by race. Clark County and Las Vegas have the most total voucher holders, which would not be unexpected by their larger land areas than the other jurisdictions. Henderson seems to be low in the numbers, which was also shown in the maps on previous pages. As a jurisdiction with more high opportunity areas, it would be ideal to find higher participation rates in this area. As noted in the previous paragraph, this could be related to the amount of rental assistance being provided is simply not enough for participants to be able to afford to live in the higher priced areas.

Table 46 also breaks down the residents by race, and similar to the public housing sites, a disproportionate number of Housing Choice Voucher residents are African American (66.2% compared to 10.7% of total population). As noted above in the public housing section, there are most likely many contributing factors to this. The Southern Nevada Strong Regional Plan provides land use recommendations that would affect many of the social issues that may influence this trend, such as better school siting, improved economic opportunity, and increased transportation choices. However, as noted before this is a larger social trend that needs to be addressed on many fronts. For the purposes of this report, *a recommendation would be made to the SNRHA to continue to promote their self-sufficiency programs, especially within the African American community."*

DRAFT

Figure 38 Location of SNRHA Affordable Housing Units



According to the Regional Analysis of Impediments (RAI), the majority of the affordable housing units owned by the SNRHA are in the zip codes 89101, 89110, 89115, and 89122. These zip codes are located in the eastern section of the valley and are concentrated in areas designated as low and very low opportunity index sites. It is a positive program for the SNRHA to be able to utilize these sites in order to provide more affordable housing options for southern Nevada residents, however, SNRHA should attempt to provide more sites in higher opportunity areas. It is obviously a balancing act for SNRHA to weigh the costs of properties versus the amount of families they can help, which very likely contributes to more residences being purchased in these lower priced communities. However, the SNRHA should look for any opportunity to find some lower priced properties in the higher opportunity areas.

NA-40 Homeless Needs Assessment – 91.205(c)

Introduction:

The SNH CoC Board is responsible for implementation and evaluation of the Help Hope Home Plan to End Homelessness. An updated gaps analysis was conducted in 2013 to help identify the needs of homeless households and develop a regional response. Homeless needs are identified through regular meetings of the SNH CoC Board, the Point in Time (PIT) Count, and regular communication between outreach workers, the emergency shelters and supportive housing programs.

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

It is estimated that 36,718* members of the Southern Nevada population experience homelessness annually. The annual estimate of homelessness in Southern Nevada represents approximately 1.9% of the total population of Southern Nevada.

*Includes all of Clark County.
Source: 2014 Southern Nevada Homeless Census & Survey

DRAFT

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	1887	3088
Black or African American	1894	2059
Asian	99	85
American Indian or Alaska Native	32	158
Pacific Islander	46	65
Other	425	810
Ethnicity:	**Sheltered:**	**Unsheltered (optional)**
Hispanic	542	2029
Not Hispanic	3839	4237
TOTAL	4381	6266
	Total Homeless 10647	

Data Source: 2014 Southern Nevada Homeless Census and Survey

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

Based on the 2014 Southern Nevada Homeless Census and Survey, there were 355 families with children and 1 veteran family with children homeless for the PIT count. These families are those in poverty, usually having a single parent in a minimum wage job and oftentimes with a mixture of substance abuse, domestic violence, mental health issues and child abuse in the family dynamic. They also have limited support systems.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

The most recent surveys conducted in Southern Nevada (years 2013 and 2014) have shown that individual homeless persons are more likely to be White males over the age of 30. In 2013, 73.8% of the Southern Nevada survey respondents indicated they were of male gender, and 43.3% of 2013 survey respondents identified their racial/ethnic group as White/Caucasian. Similarly, 71.4% of the 2014 respondents identified themselves as male gender, and 47.3% identified themselves as White/Caucasian. Black/African American households are overly represented in the homeless population; they are 9.8% of the overall population but 39.4% of the homeless population.

It should be noted that prior to 2014, HUD required CoCs to report race, ethnicity, and gender data separately for all persons surveyed. However, per HUD, race and ethnicity data were collected using separate survey questions. However, in the 2014 Southern Nevada Homeless Survey, the majority of survey respondents were not aware of the difference between 'race' and 'ethnicity', and the survey results reflect this. While 885 respondents provided a response to the race question (Which racial group do you identify with the most?), only 351 provided a response to the ethnicity question (Which ethnic group do you identify with the most?) This must be taken into account when reviewing data for race and ethnicity for the year 2014.

- 47.3% of survey respondents identified their racial group as White/Caucasian.
- 39.4% of respondents identified their racial group as Black/African American.
- 1.6% of respondents identified their racial group as American Indian/Alaskan Native.
- 2.5% of respondents identified their racial group as Asian/Pacific Islander
- 9.2% of respondents identified their racial group as Other/Multi-Ethnic.

- 30.2% of respondents identified their ethnic group as Hispanic/Latino

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

Extensive information on the nature and extent of homelessness is available in detail in the *2014 Southern Nevada Homeless Census and Survey*, available on the HELPHOPEHOME.ORG website. The following description of the nature and extent of unsheltered and sheltered homeless households is pulled directly from the census and survey, and focuses on a small proportion of the information available.

The 2014 Southern Nevada PIT Count indicates that between 2013 and 2014, the total number of homeless persons increased from 7,355 to 9,417, respectively. The number of unsheltered homeless persons (including the hidden homeless population) increased from 4,435 to 5,468 respectively during this time period. It is estimated that 36,718 members of the Southern Nevada population experience homelessness annually. The annual estimate of homelessness in Southern Nevada represents approximately 1.9% of the total population of Southern Nevada. Some of the most important findings are outlined here:

- 58% of homeless persons in Southern Nevada were unsheltered.
- 36.1% of the unsheltered population was considered "hidden" homeless, and the remaining 63.9% were classified as street homeless.
- 41.9% of the persons enumerated in the PIT Count were in sheltered facilities.
- 27.8% of survey respondents were between the ages of 51 and 60.
- 9.6% of respondents were between the ages of 18 and 21, which more than doubles the amount of homeless persons in this category in 2013 (4.7%).
- 73.9% reported living in Southern Nevada when they most recently became homeless.
- 50.1% survey respondents cited job loss as the primary cause of their homelessness, making it the primary cause of homelessness for the majority of this population.
- 45.8% of survey respondents reported that they were homeless for the first time.
- 38.3% of survey respondents reported that they had been homeless four or more times in the last three years.
- 41.1% of the 2014 survey respondents reported that they had been homeless for a year or more since their last housing situation; this is one criterion included in the HUD definition of chronic homelessness.
- 43.9% reported that they were renting a home or apartment prior to becoming homeless.
- No Transportation was the leading barrier to obtaining employment (27.4%), closely followed by No Permanent Address (23.4%).
- The most commonly used service/assistance was Free Meals (41.2%).
- 916 persons of the unsheltered (street) population was found to be living in cars/vans/RVs, abandoned buildings, encampments, and parks.
- 28.5% of homeless respondents indicated that since they most recently became homeless, they had needed medical care but had been unable to receive it.
- 6.6% of survey respondents reported they were incarcerated immediately before becoming homeless this time
- The majority (74.8%) of survey respondents had spent no nights in jail or prison during the 12 months prior to the survey.

Discussion:

DRAFT

The increase in youth homelessness from 2013 to 2014 is a matter of concern for the community and will need to be addressed. Homeless individuals and families need better access to mainstream programs, medical care, re-entry assistance, transportation assistance, and housing. With 45.8% reporting that they are first time homeless and 43.9% reporting being housed prior to their homelessness, Southern Nevada needs to expand opportunities to prevent homelessness, keeping families stable and ultimately saving money. The City is also an active member of the US Conference of Mayors and convenes monthly with stakeholders to implement strategies for reaching "functional zero" for our homeless veterans. Functional zero means no homeless Vets on the streets.

DRAFT

NA-45 Non-Homeless Special Needs Assessment - 91.205 (b,d)

Introduction:

The Office of Community Services funds and operates programs and services that meet the basic needs of the most vulnerable people in our community - families and individuals with low incomes, children, domestic violence and sexual assault victims, homeless people, seniors, and persons with disabilities. We invest in programs that help people gain independence and success.

The special needs population includes elderly and frail elderly, persons with disabilities, persons with alcohol and other addictions, persons diagnosed with AIDS and related diseases, mental illness, and victims of domestic violence. Self-sufficiency is not an option for certain segments of the special needs population due to age and/or need for services. These households need permanent housing with supportive services, assisted living, transportation, medical services, treatment options and many other social service supports.

This section will discuss the characteristics and needs of persons in various subpopulations of Las Vegas who are not homeless but may require supportive services, including the elderly, frail elderly, persons with disabilities (mental, physical, developmental) persons with HIV/AIDS and their families, persons with alcohol or drug addiction, and victims of domestic violence and their families. Services to these populations are critical to preventing homelessness.

The City will conduct a survey with the local Aids Service Organizations (ASO), to ascertain what the housing needs are for the approximate 1,562 persons with HIV/AIDS who may be underserved or lack sufficient housing.

HOPWA HUD #'s

Current HOPWA formula use:	
Cumulative cases of AIDS reported	6,030
Area incidence of AIDS	215
Rate per population	11
Number of new cases prior year (3 years of data)	641
Rate per population (3 years of data)	11
Current HIV surveillance data:	
Number of Persons living with HIV (PLWH)	6,170
Area Prevalence (PLWH per population)	308
Number of new HIV cases reported last year	0

Table 26 – HOPWA Data

Data Source: CDC HIV Surveillance

HIV Housing Need (HOPWA Grantees Only)

Type of HOPWA Assistance	Estimates of Unmet Need
Tenant based rental assistance	0
Short-term Rent, Mortgage, and Utility	66
Facility Based Housing (Permanent, short-term or transitional)	0

Table 27 – HIV Housing Need

Data Source: HOPWA CAPER and HOPWA Beneficiary Verification Worksheet

Describe the characteristics of special needs populations in your community:

Elderly and Frail Elderly-

HUD Defines Elderly as anyone 62 years of age or older and Frail Elderly are elderly persons who require assistance with three or more activities of daily living (i.e. bathing, walking, light housework). In Las Vegas, the number of households with residents aged 55 and older increased in the past decade. Between 2000 and 2010 (Census), Las Vegas saw population growths those 85 and older rose 74 percent and those 60 to 64 rose (42 percent). Nevada's 65+ populations grew 48.2% between 2000 and 2010. According to the 2010 Demographic Profile, 46,656 of the population is 60 and older. In 2010, almost two-thirds of the state's nearly 150,000 veterans 55 or older lived in the Las Vegas-Henderson area. (Elders Count Nevada) By the year 2020, 1 in 5 citizens of Nevada will be over the age of 65. All other age groups are projected to decrease in population during this same amount of time. (SNS Existing Conditions Report)

Severely Mentally Ill (SMI)-

As of 2012 the Nevada Division of Public and Behavioral Health estimate the population of Severely Mentally Ill people in Clark County to be 12,379, the highest in the state. Of that group, they estimate that roughly 25% are receiving the services that they need. Clark County has the most noticeable insufficient service reach in Nevada which is a direct impact on the City. People in their middle stages of life are more likely to receive the resources they need. There are few resources for early intervention/prevention and the, elderly SMI are less likely to receive the services they need.

Behavioral Gaps analysis 2012

Severely mentally ill encompasses a range of people with variable service and support needs. Severely mentally ill population includes people under the age of 60 suffering from dementia as well as violent and sex offenders.

Developmentally Disabled-

According to the Developmental Disabilities Resource Center, Developmental disabilities are disabilities manifested before the person reaches twenty-two (22) years of age. These constitute a substantial disability to the affected individual, and attribute to mental retardation or related conditions which include cerebral palsy, epilepsy, autism or other neurological conditions, when such conditions result in impairment of general intellectual functioning or adaptive behavior similar to that of a person with mental retardation. Between 1997 and 2008 the prevalence of parent reported developmental disabilities grew 17.1% country-wide. There were about 1.8 million more children diagnosed with developmental disabilities between 2006-2008 compared to the previous decade. (CDC). Children of families living below the poverty line are more likely to have developmental disabilities. This growth in self-reporting means we will continue to see a growing need for housing and supportive services for this group.

Physically Disabled-

The federal government describes people with physical disabilities as someone who (1) has a physical impairment that substantially limits one or more "major life activities," (2) has a record of such impairment, or (3) is regarded as having such impairment. This is a broad definition that covers everything from genetic disorders affecting physical impairment to amputations. This makes assessing demographics for this group difficult. A person with

physical disabilities is often part of another special needs group such as elderly, frail elderly, or developmentally disabled that require supportive services as well.

The removal of architectural barriers from the homes of the elderly and the physically disabled is a cost effective way to maintain safe and secure housing for persons with special needs, ensuring, to the extent possible, their independent living. Overall, the rehabilitation of aging housing, especially those homes owned by the elderly, is a priority to address health and safety needs and to prevent deterioration and blight in neighborhoods. Additionally, supportive services are also a necessary component to housing in order to maintain safe, stable and independent living. Providing more tenant based rental assistance coupled with convenient access to supportive services would provide dignified living situations for the elderly and the disabled. Based on individual situations, both persons with mental illness and persons impaired by chronic substance abuse need a broad range of services such as case management, treatment, housing, financial assistance, and employment in order to improve their participation in society. Some individuals may be able to live independently, with or without supportive services, while others cannot. Each person's abilities must be carefully evaluated in order for the individual to be provided with the most appropriate services. Since low income mentally ill persons and individuals who chronically abuse drugs and alcohol may be particularly vulnerable to homelessness as discussed on section NA-10 Housing Needs Assessment, special attention is necessary to these housing needs in order to prevent homelessness.

Persons with Alcohol and Other Drug Addictions-

According to the Substance Abuse and Mental Health Services Administration (SAMSHA), Nevada ranks within the top 10 states for the following substance abuse and mental health issues: Illicit drug use (not marijuana), non-medical use of pain relievers and a major depressive episode in the past year. Rates of abuse or dependence on alcohol have remained at or above the national rate for years, while rates of abuse or dependence on drugs is more variable, generally remaining at or below the national rate.

Persons with HIV/AIDS:

This population needs a variety of supportive services to maintain their physical health and self-sufficiency. Among the most sought after services by persons with HIV/AIDS are physician services, case management, clinic services, nutrition centers, and rental assistance.

What are the housing and supportive service needs of these populations and how are these needs determined?

Elderly/Frail Elderly: According to the Clark County Housing Market Analysis by ECONwest in 2013, which includes the city of Las Vegas, "People over 65 will make up 20% of the population in 2035 (up from 12% in 2012). The aging of the population will decrease demand for single-family detached units and increase demand for housing types specific to seniors, such as assisted living facilities."

Persons with mental, physical, and/or developmental disabilities

The SNRHA states there are 82 families with disabilities on the Housing Choice Voucher waiting list, which is 10% of the households on the list. The waiting list has been closed since 2008 (over 7 years). Due to the age of the list, it is unknown what the need is today, but one

can deduce that with the growing numbers of poverty and the more current Public Housing waitlist of 998 families with disabilities as a guide, there is a great need of housing support.

The latest information was garnered from a study conducted in 2011 by Cornell University indicating that there are 307,100 (11.4%) disabled individuals in the State of Nevada, which had increased by nearly 1% since the 2010 Census. In the absence of more specific data, the percentage of disabled individuals was projected across the City's population and distributed proportionately among the twenty zip codes. Further, the study indicated that the median income of $39,800 for disabled individuals was 25% or nearly $10,000 lower than for the general population. Therefore, the demand for affordable housing for those individuals with disabilities would be equal to 11.4% of the market demand for the general population of each of our twenty zip codes.

Persons with HIV/AIDS and their families

From 2012 to 2014 there was a 12.06% increase in HIV/AIDS diagnosis in the Las Vegas TGA. We know that approximately 29.35% of the current HIV/AIDS population of 7,808 is receiving Ryan White services. Of the clients being served, 20% are unstable and need assistance. If we apply that to the entire population, then 1,562 households need assistance. We will conduct more extensive surveys to determine if clients need Tenant Based Rental Assistance (TBRA), Short Term Rental Mortgage and Utility assistance (STRMU) or permanent affordable housing.

Currently there are 40 permanent affordable rental units which are operated by three Project Sponsors, 20 are owned and operated by Aid For Aids of Nevada (AFAN), 12 are scattered site units owned and operated by Golden Rainbow, and Women's Development Center (WDC) provides between 12 and 15 set-aside scattered site units as funding permits. These numbers point to a serious lack of dedicated housing to this population. Less than 1% of the very low income clients are receiving this type housing assistance. AFAN provides Tenant Based Rental Assistance to 36 households and STRMU to 160 households. These also equal to less than 1% of the population.

Persons with Alcohol or other Drug Addiction

Persons with alcohol and other drug addictions experience many of the same housing needs as persons with disabilities. The housing resources for non-homeless AODA are limited. While the homeless AODA population has access to emergency shelters and resources, there is a need for long term and permanent housing with services to support a lifestyle of recovery, including case management, access to mental health services and job training. Rates of unmet treatment in Nevada vary for illicit drugs and/or alcohol. In general, the rates for unmet treatment of drug users remains at or below the national average while the rates for unmet treatment of alcohol abusers stay at or above the national average.

Victims of domestic violence and their families

Domestic Violence in all forms is greatly under reported throughout the nation and there is no national database tracking numbers, so estimating its scope in Las Vegas is difficult. Women, men, children and families leaving domestic violence often flee with little to nothing. The fear of not knowing where or how to seek help and what will happen paralyzes many victims.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

The Las Vegas Transitional Grant Area (TGA) is comprised of three counties–Clark and Nye Counties in Nevada and Mohave County, Arizona. The city of Las Vegas serves as the administrator of the formula grant-funded HOPWA program which is part of the Ryan White TGA. The numbers in this plan are attributed only to the Paradise EMSA (Eligible Metropolitan Statistical Area), which is all jurisdictions within Clark County.

According to the Las Vegas TGA Ryan White 2014 Comprehensive Care Plan, as of December 31, 2013 there were a total of 7,808 persons living with HIV/AIDS (PLWH/A) in Clark County as reported by the Nevada State Health Division-HIV/AIDS Surveillance Program. They also reported that there were 4,041 persons living with AIDS (PLWA) and 3,767 people living with HIV (PLWH) in Clark County as of December 31, 2013.

In 2013 there were 379 new HIV infections reported in Clark and Nye County with 328 of those being male and 51 female. New diagnosis were predominately in the White, non-Hispanic population with 140, followed by the Hispanic population with 117, Black, non-Hispanic with 93, and Asian/Hawaiian/Pacific Islander 17. Male to male sexual contact (MSM) continues to be the primary mode of transmission in Clark County representing 251 of all new infections which is an astounding 77% of all new infections for 2013. This is followed by MSM+IDU (injection drug user) at 26 and 8%, Heterosexual contact with 46 and 12%, and IDU with 13 or 3% respectively. New diagnosis were predominately in the 25-34 age range at 132 and 35%, followed by 13-24 at 86 and 23%, 35-44 at 69 and 18%, and 45-54 at 60 and 16% respectively.

New AIDS diagnosis in 2013 for Clark County followed somewhat of a similar trend. Total new AIDS diagnosis in the area was 220 for 2013. Males represented 85% of all new AIDS diagnosis and females just 15%. With regard to race/ethnicity the White, non-Hispanic population represented 35% of new cases, Black non-Hispanic 30%, Hispanic 28% and Asian/Hawaiian/Pacific Islander 5%. MSM also dominated new AIDS diagnosis with 76% in 2013 followed by Heterosexual contact at 11%, IDU at 6% and MSM at 5%. With regard to age the majority, 27% are 25-34, 24% are 35-44, 23% are 45-54, and finally 14% are 55-64 respectively.

From 2012 to 2014 there was a 12.06% increase in HIV/AIDS diagnosis in the Las Vegas TGA. We know that approximately 29.35% of the current HIV/AIDS population of 7,808 is receiving Ryan White services. Of the clients being served, 20% are unstable and need assistance. If we apply that to the entire population, then 1,562 households need assistance. We will conduct more extensive surveys to determine if clients need TBRA, STRMU or permanent affordable housing.

Currently there are 40 permanent affordable rental units which are operated by three Project Sponsors, 20 are owned and operated by Aid For Aids of Nevada (AFAN), 12 are scattered site units owned and operated by Golden Rainbow, and Women's Development Center (WDC) provides between 12 and 15 set-aside scattered site units as funding permits. These numbers point to a serious lack of dedicated housing to this population. Less than 1% of the very low income clients are receiving this type housing assistance. AFAN provides Tenant Based Rental Assistance to 36 households and STRMU to 160 households. These also equal to less than 1% of the population.

Discussion:
The following information comes from the Citywide Housing Market Study and the Regional Analysis of Impediments.

From the Citywide Housing Market Study:

Special Needs Affordable Housing

According to the Americans with Disabilities Act, a person is considered to be disabled if they have a physical or mental impairment that substantially limits one or more major life activity; a record of such impairment, or being regarded as having such an impairment.

Single Family Housing Demand

The latest information was garnered from a study conducted in 2011 by Cornell University indicating that there are 307,100 (11.4%) disabled individuals in the State of Nevada, which had increased by nearly 1% since the 2010 Census. In the absence of more specific data, the percentage of disabled individuals was projected across the City's population and distributed proportionately among the twenty zip codes. Further, the study indicated that the median income of $39,800 for disabled individuals was 25% or nearly $10,000 lower than for the general population. Therefore, the demand for affordable housing for those individuals with disabilities would be equal to 11.4% of the market demand for the general population of each of our twenty zip codes.

Multi-Family Rental Housing Demand

The same study and projections were made to determine the multi-family housing demand for our special needs populations as was used to determine the single family housing demand. However the demand was based upon 11.4% of the multi-family housing demand for the general population. The demand for affordable units is included within the overall housing demand goals for families at or below 60% AMI.

From the Regional Analysis of Impediments:

Disability Status

Table 13 shows the number of residents with disability status for Clark County, Las Vegas, North Las Vegas, Henderson, and Boulder City, compared with the state of Nevada in 2012. For all jurisdictions other than North Las Vegas, the percentage has increased since 2000.

Table 13 Disability status for the civilian non-institutionalized population 5 years and over, 2000 and 2012, Nevada, Clark County, and selected cities

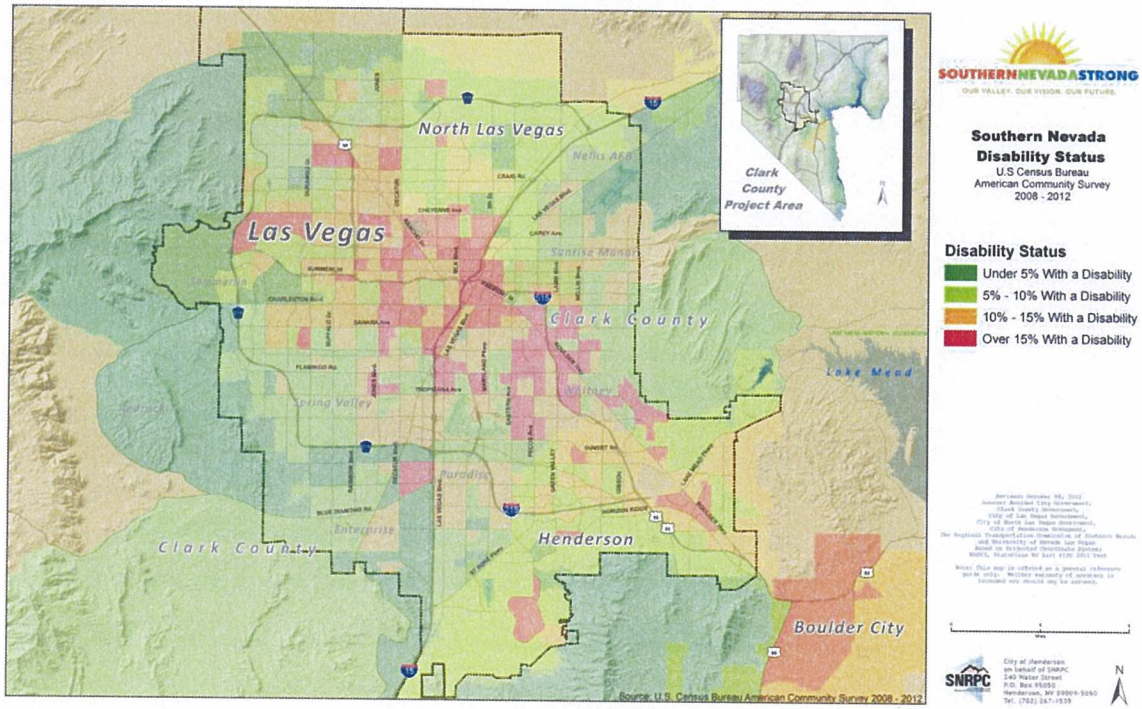
Area	2000		2012*	
	Disability status, civilian non-institutionalized population 5 years and older	% with a disability	Disability status, civilian non-institutionalized population 5 years and older	% with a disability
Nevada	375,910	10.3%	328,715	12.9%
Clark Co	264,470	10.5%	232,068	12.6%
Las Vegas	96,564	11.1%	75,587	13.8%
North Las Vegas	21,330	10.5%	20,450	10.2%
Henderson	26,262	8.1%	27,796	11.1%
Boulder City	2,761	9.7%	2,147	14.9%

Source: U.S. Census 2000 SF4 Table QT-P21, U.S. Census 2012 Table S1810, and U.S. Census 2008-2012 Table S1810. *2012 data for Clark County, Las Vegas, North Las Vegas and Henderson is from the ACS 1-year estimates while data for Boulder City reflects ACS 5 year estimates (2008-2012)

Figure 6 shows that people with disability status live throughout Southern Nevada. As our population ages, Southern Nevada can only expect for the number of disabled residents to increase. As these numbers increase, it will be increasingly important to examine the housing opportunities, transportation options, and improvement plans for physical access for those with disabilities and to ensure that efforts are made to address fair housing.

The locations in Figure 6 show several different scenarios for location choice for disabled residents in Southern Nevada. Some of the darker red areas (areas with over 15% disability status rates) are in areas popular with large concentrations of senior residents, including the Anthem area of Henderson (with several age restricted communities) and the Summerlin area of Las Vegas (also with an age restricted community). A second area of red surrounds the Las Vegas medical district, a large medical community of West Las Vegas, bounded by Charleston Blvd and Alta Drive, west of I-15. This area serves a large medical community of hospitals, medical clinics, and ancillary services, and would naturally welcome a large community in need of medical services. The third area of dark red mirrors the low-income urban core area of Southern Nevada. This area has the lowest income rental units and housing accommodations as well as the most accessible transit and for that reason may be a reason more disabled residents, especially those with a fixed income, locate in this area.

Figure 6 Locations of residents with disability status



Median income and poverty status by protected class and jurisdiction

Table 17 below, shows the median income and poverty status for Caucasians, African Americans, Asians, other races, Hispanics, residents with disability status and households with female heads of household. Asians and Caucasians have the largest median income and lowest percentage below poverty level and disabled residents and households with female heads of households have the lowest median income. The households with a female head of household are by far the largest percentage living in poverty.

Table 17 Median income and poverty status for Clark County in total

Protected Class Designation	Median Income	Percent Below Poverty Level
White Alone *not a protected class	$ 56,577	13%
Black Alone	$ 40,959	22%
Asian Alone	$ 62,207	9%
Other Race	$ 48,619	19%
Hispanic or Latino	$ 44,719	21%
With Disability	$ 31,136	18%
Households With Female Head of Household	$ 32,976	27%
Total	**$ 54,218**	**14%**

Source: United States Census Bureau American Community Survey, 2008-2012

This pattern is also seen in the individual jurisdictions, Tables 18 – 20, of Las Vegas, North Las Vegas and Henderson. In all of these jurisdictions, the African American category has the lowest median income and highest percentage below the poverty level of all the races. The disabled category shares a low median income with female head of households, however, does not have as high a percentage below poverty level. Henderson is the only one of these jurisdictions to not have female heads of households as the largest percentage below poverty (African American holds this designation in Henderson).

Table 18 Median income and poverty status for Las Vegas

Protected Class Designation	Median Income	Percent Below Poverty Level
White Alone *not a protected class	$ 55,793	14.2%
Black Alone	$ 36,807	24.2%
Asian Alone	$ 58,331	10.2%
Other Race	$ 44,145	23.1%
Hispanic or Latino	$ 42,711	24.0%
With Disability	$ 24,887	19.5%
Households With Female Head of Household	$ 32,077	28.5%
Total	**$ 52,601**	**16.2%**

Source: United States Census Bureau American Community Survey, 2008-2012

Looking back at Figure 6, we note that some disabled residents are also clustered in this urban core area where the contract rents are lowest. These disabled residents may be tied to the area due to a fixed income level which blocks their ability to seek out higher rent locations. There are some disabled residents clustered in other areas, however, as previously noted, that is probably due to the proximity of health care or age-restricted communities. These disabled residents are most likely those not as constrained by income constraints or savings levels.

A majority of the transit system is accessible to LEP Spanish speaking residents. The more concentrated Hispanic areas of the northeast and east parts of the region are covered, with the only areas not covered being the southeast, very north and very west neighborhoods. Additionally, almost all of the transit lines are covered as paratransit lines for the physically disabled.

NA-50 Non-Housing Community Development Needs – 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The city of Las Vegas provides a number of public facilities available for citizens, including parks, community centers, and swimming pools. There is a need for public facilities that serve populations with special needs and for facilities that bring public services as described below into the communities where they are most needed.

The city of Las Vegas has identified the following needs for public facilities:

- Senior Centers
- Recreation Centers
- Parks Facilities
- Community Centers
- Community Resource Centers
- Health Care Facilities
- Facilities for Abused and Neglected Children
- Employment Training Facilities
- Educational Facilities
- Mental Health/Substance Abuse Facilities

How were these needs determined?

Public improvement needs were determined through an annual CIP budgeting process through department requests, research/consultations, CDRB recommendations, citizen input, Council priorities, and Mayoral priorities.

Describe the jurisdiction's need for Public Improvements:

Las Vegas has a number of public improvement needs, including sidewalk, streetscape/landscaping, ADA ramps and other street improvements that would make streets safe and accessible for all residents.

How were these needs determined?

Public improvement needs were determined through an annual CIP budgeting process through department requests, citizen input, Council priorities, and Mayoral priorities.

Describe the jurisdiction's need for Public Services:

In the past four Consolidated Plans, 96,428 low income households received public services that ranged from case management, to rental assistance, child care scholarships, literacy programs, homeless prevention, employment training, transportation, and other services. By partnering with local non-profits, the city helped to create suitable living environments, provide decent affordable housing, and create economic opportunities to assist low income people to attain self-sufficiency.

The existing cost burden on LMI households and renters especially, is an overarching concern for which public services are needed. There is a great need for a streamlined public service approach that combines a series of social needs: workforce development, regional transportation, primary and secondary education, and increased job opportunities.

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The city of Las Vegas also has several initiatives tasked to address strategic priorities adopted by City Council in 2014 known as *City by Design*. *City by Design* highlights education and homelessness as two of the City's four strategic priorities. According to the Annie E. Casey Foundation analyzing children's well-being, Nevada's public school system remains dead last in the nation for a third year running. Schools in downtown Las Vegas are some of the lowest performing in the State. The City is taking initiative through various programs to make a collaborative effort and make a difference in the underperforming areas.

1. Downtown Achieves - Enhancing educational attainment in seven elementary, two middle, and two high schools in and around the downtown core.
2. Innovations in Education - Vision: By 2020, Las Vegas schools in the "impact zones" will be a national model of school improvement and community engagement in Clark County. The City aspires to facilitate transformational change in a small group of schools (16) by coordinating efforts across multiple systems.
3. Las Vegas My Brother's Keeper - The city of Las Vegas is co-sponsoring the initiative, with Nevada Partners. The program focuses on young males and in 2014, community stakeholders were challenged to meet the following three goals: 1) entering school ready to learn & reading at grade level by third grade; 2) keeping students on track to graduate 3) addressing the school to prison pipeline by reducing the racial and ethnic disparities related to disciplinary policy and practices; and contact with the Juvenile Justice System.
   [www.lasvegasnevada.gov/Government]
4. Homeless Advisory Committee - The mission of this committee is to connect street homeless in the urban core to housing & services that improves safety, health, and wellness. Subgroups work on addressing critical needs, housing, accountability and performance measures, building funding strategies, and public safety through physical enhancements and programs..

The City is utilizing Redevelopment Set Aside funds to enhance the use of CDBG and ESG funds for eligible homeless projects. This allows the city to stretch its allocation of CDBG Public Service funds.

How were these needs determined?

Public service needs were identified through public input sessions and focus groups with organizations representing local government, housing, finance, and Special Needs interests.

The City also conducted research on risk indicators, compiling information on areas surrounding the most underperforming schools to come up with three revitalization areas which the City plans to invest in to make a positive change for the neighborhoods, schools, and children.

For more information on the City's priorities regarding education and homelessness please review the HUD Application Manual for FY 15/16 at:
http://www.lasvegasnevada.gov/Apply/20724.htm

MA-05 Overview

Housing Market Analysis Overview:

The city of Las Vegas and Southern Nevada had seen unprecedented growth prior to the Great Recession of 2007-2009. Since 1980 the City saw a 276 percent growth in its

population with the largest percentage increase occurring in the 1990's when the City grew 85 percent alone. Following this pace were the number of housing units in the City with a 263 percent increase since 1980 and the largest percentage again occurring in the 1990's when the City's housing stock grew by 74 percent. Growth has slowed drastically since the Great Recession, the housing market and jobs have been on the decline for years with unemployment peaking in 2010 at 14.4 percent. The housing bubble, foreclosures, loss of jobs and uncertainty of the future greatly effected Southern Nevada's economy. The population however is starting to grow again, 6 percent since 2010 and although construction of new housing has only increased 1 percent since 2010 there are signs that the industry is on the rise.

Overall, the city of Las Vegas's housing stock is comprised of about 65 percent single family units (detached and attached), 33 percent multi-family units, and one percent mobile homes. According to 2014 data from City staff approximately, 54 percent of the housing units are owner-occupied and 46 percent renter-occupied. Homeownership is down four percent since 2000, following national and statewide trends. The majority of the City's housing was built less than 35 years ago and units built prior to 1980 represent 25 percent of the total housing stock. Given their age units built prior to 1995 may require rehabilitation, including lead-based paint remediation on homes built prior to 1979.

Las Vegas is still feeling the effects of the recent economic downturn, but starting to see some signs of recovery. In Southern Nevada, according to myresearcher.com, the unemployment rate is down 1.4 percent from a year ago, currently at 7.5 percent and almost half of what it was at the peak in 2010. Notices of defaults are stabilizing and approximately a 94 percent decrease from the peak in August of 2009. Median sales prices for existing homes have been rising since 2012 currently at around $175,000. New homes median sales peaked again in 2014 and have since stayed relatively the same at around $300,000. Rental housing rates, however, according to City staff, did not see a substantial change and has remained stable at approximately $1000 since 2010.

According to the Southern Nevada Strong Clark County Housing Market Analysis of April 2013 by ECONorthwest, "while new construction and sales of homes are still occurring, the housing market in Southern Nevada remains in a state of relative distortion. Foreclosure and investment activity pricing have caused a disconnect from direct consumer demand for different housing types, and uncertainty regarding timing for market stabilization and growth affects development and consumer decision-making." Their data showed that, approximately half of Clark County's renter households are cost-burdened and that rents would have to drop significantly to be affordable for most renter households. The study found that the following trends related to these factors might affect future housing demand in Clark County by 2035 and cause shifts in baseline trends:

The foreclosure crisis will continue to affect demand over the next two to five years. The most significant impact that foreclosures will have is to decrease the percentage and number of homeowners.

Growth in retirees.

People over 65 will make up 20% of the population in 2035 (up from 12% in 2012). The aging of the population will decrease demand for single-family detached units and increase demand for housing types specific to seniors, such as assisted living facilities.

Growth in Echo Boomers.
Echo boomers, who were between of the age of 15 and 28 in 2012, are one of the fastest growing groups nationally and in Clark County. In the earlier part of the planning period, they will prefer rental housing. In the later years, some may choose to purchase homes, including small single-family detached housing, townhouses, or condominiums.

Growth in the Hispanic population.
A third of the County's population will be Hispanic by 2035, which will increase demand for more affordable housing for families, such as townhouses, affordable single-family detached units, or larger apartments.

A projected increase in real personal income may support demand for homeownership, especially of single-family detached units. However, the employment forecast shows growth in higher-wage sectors (e.g., Health Care or Construction) but also growth in lower-wage sectors (e.g., Retail Trade or Arts and Entertainment). This suggests that the County will continue to have demand for both higher-cost housing and lower-cost housing.

Housing preferences and transportation costs will affect the location of housing demand. Two of the groups forecast to grow the most, retirees and Echo Boomers, may generally prefer to live in areas where urban services (e.g., shopping) are easily accessible.

The entire SNS Clark County Housing Market Analysis is available at http://www.southernnevadastrong.org/files/managed/Document/328/Clark%20Co%20HousingMarketAnalysis-041213-FNL.pdf

Housing Units by Type

Year	Single Family	Multiplex	Mobile Home	Apartment	Townhome	Condominium	Total Dwelling Units
2010	144,622	7,307	3,179	53,511	10,350	21,805	240,774
2014	147,787	7,161	2,565	55,275	11,481	19,596	243,865
Change	3,165	(146)	(614)	1,764	1,131	(2,209)	3,091

Source: City of Las Vegas

Housing Tenure

Owner Occupied	114,094	53.6%
Renter Occupied	98,641	46.4%

Source: City of Las Vegas

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MA-10 Number of Housing Units – 91.210(a)&(b)(2)

Introduction

According to the updated chart from the City's data the city of Las Vegas has 248,308 housing units. The majority of the units, 60 percent, are single family detached structures with the next highest percentage being multiplexes from 5-19 units at 17 percent of the housing stock. Approximately 46 percent of the housing units are rentals, according to tenure, with the majority of the units having two or more bedrooms (75%). The most recent numbers provided by the City show an increase of only 1 percent (2,541) in the number housing units from the 2011 HUD data. This is a drastic decline from the City's housing market peak less than a decade ago.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	147,499	60%
1-unit, attached structure	11,238	5%
2-4 units	22,370	9%
5-19 units	42,854	17%
20 or more units	18,310	7%
Mobile Home, boat, RV, van, etc	3,496	1%
Total	***245,767***	***100%***

Table 28 – Residential Properties by Unit Number

Data Source: 2007-2011 ACS

Property Type	Number	%
1-unit detached structure	149,445	60%
1-unit, attached structure	11,062	5%
2-4 units	22,595	9%
5-19 units	41,309	17%
20 or more units	20,526	8%
Mobile Home, boat, RV, van, etc	3,371	1%
Total	***248,308***	***100%***

Data Source: City of Las Vegas

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	264	0%	4,776	5%
1 bedroom	1,106	1%	20,565	22%
2 bedrooms	20,942	18%	35,075	38%
3 or more bedrooms	95,985	81%	32,971	35%
Total	***118,297***	***100%***	***93,387***	***100%***

Table 29 – Unit Size by Tenure

Data Source: 2007-2011 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	382	0%	4,376	4%
1 bedroom	1,107	1%	20,501	21%
2 bedrooms	20,254	18%	37,021	38%
3 or more bedrooms	92,351	81%	36,743	37%

	Owners		Renters	
	Number	%	Number	%
Total	*114,094*	*100%*	*98,641*	*100%*

Data Source: City of Las Vegas

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

According to the Clark County Affordable Housing Database, there are approximately 21,000 affordable housing units in Clark County, not including Southern Nevada Regional Housing Authority properties and of those, 7,760 are in the City of Las Vegas.

Of the 7,760 units identified in the City as having either direct HUD funding or a combination of CLV federal funds in a project, 7,356 of those units are set aside for families and seniors at less than 60% of AMI.

- 4,712 are family units
- 2,903 are seniors
- 25 are disabled
- 120 are homeless

This leaves most families with who reside in the City, little choice but to reside in Public Housing, use Housing Choice Vouchers (when available) or pay more than 50% of their limited income for housing.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts

The SNRHA has units throughout Clark County, many of which are in the City's jurisdiction. There are potentially 544 assisted units in 11 rental housing developments that may be lost due to expiration of the Section 8 contracts. These properties were financed through Section 202 Elderly, Section 811 Disabled or other HUD programs and currently have Section 8 contracts that expire prior to FY 2020. However, two of properties are operated by Accessible Space, Inc., a non-profit organization that provides supported housing to people with traumatic brain injuries and they will continue to ensure that the two properties remain affordable. The area around the Rose Garden Townhouses just received funding for planning neighborhood improvements through the Choice Neighborhoods Program and the SNRHA is applying for RAD to rehabilitate this property, which will keep it affordable for the long term. Several other developments are owned and operated by non-profit organizations that have indicated that they plan to continue to operate these units as affordable housing. Thus, there are approximately 255 units at-risk to be lost from the affordable housing inventory.

Does the availability of housing units meet the needs of the population?

The availability of housing units does not meet the needs of the population. Based on the data, 42 percent of all households have a housing burden greater than 30 percent and 18 percent of households have a burden greater than 50 percent.

Another indicator that the availability of housing units does not meet the needs of the population is the SNRHA waiting lists which total 13,631 households. The worst case being that of the Housing Choice Voucher program which has been closed for seven years and still has a waiting list of 823 households. This list was created before the crash of the housing

market and onset of the Great Recession, it is unknown what the need would be if this was opened for applications today.

Describe the need for specific types of housing:

There are several types of housing needed. The analysis of cost burden indicates a specific need for rental housing affordable to individuals and families at or below 50% AMI, and particularly those at or below 30% AMI. While the housing authority has been the traditional provider of such housing, all indications from Congressional funding cuts for their programs imply the need for other organizations to provide additional housing for these households. As the senior population continues to grow in Southern Nevada there is a need for additional affordable senior rental housing and, more particularly, for affordable assisted living units. There is also a need for additional permanent and permanent supportive housing for households exiting homelessness, particularly for extremely low-income single people for whom Single Room Occupancy (SRO)/ Efficiency units might be appropriate. Persons with disabilities have difficulty locating a wide choice of accessible units in their preferred locations. In the homebuyer market, affordability for lower income first-time homebuyers is a continuing challenge as housing prices slowly increase and the housing stock that would be affordable to these households continues to be held as rentals by investors. For older units in the more urban areas, there is need for rehabilitation to preserve and improve the housing stock and neighborhoods.

Discussion

The city of Las Vegas as with Clark County's housing market had a larger-price bubble than the national housing market and it is taking longer for the Clark County housing market to recover from the dramatic increase and decrease in prices between 2003 and 2013. The rapid price changes put many households who purchased homes during the housing bubble (mostly between 2003 and 2007) in a position where they owe more on their mortgage than their home is worth. This contributed to the spike in foreclosure activity.

Recent market indicators portray a return to a more normal housing market with some caveats. According to Home Builders Research, Inc., the types of sales activity has shifted from primarily REO and Short Sales to Traditional Sales. However, it is concerning that defaults have again been increasing which may indicate another rise in REO/Short Sales over the next two years. See the table of Single Family Residence (SFR) Listing Types 2009-2014 and the chart of Residential Notice of Defaults-SFR.

Single Family Residence (SFR) Listing Types 2009-2014

SFR listing type	Feb-09	Feb-10	Feb-11	Feb-12	Feb-13	Feb-14	Mar-30	May-18
REO/Repo	45%	20%	20%	19%	7%	6%	7%	6%
Short Sales	36%	58%	57%	58%	61%	39%	35%	32.8%
Traditional	19%	22%	23%	23%	32%	55%	58%	61.2%

MA-15 Housing Market Analysis: Cost of Housing - 91.210(a)

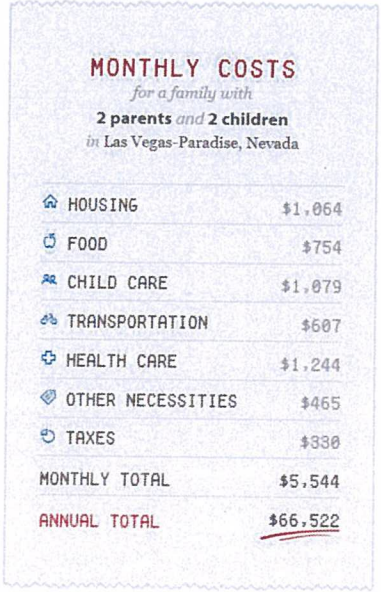
Introduction

One of the most important factors in evaluating a community's housing market is the cost of housing and, even more significantly, whether the housing is affordable to households who live there or would like to live there. Housing problems directly relate to the cost of housing in a community. If housing costs are relatively high in comparison to household income, a correspondingly high rate of housing cost burden and overcrowding could result.

Using the 2000 Census, 2007-2011 ACS, and statistical data from the City for 2013 it can be shown that the city of Las Vegas housing market has had drastic changes. In 2010, after the housing bubble, the City's Median Home Value rose 89 percent since 2000. Even though the Great Recession (2007-2009), is officially over, home values in the City are still 35 percent below their values in 2010.

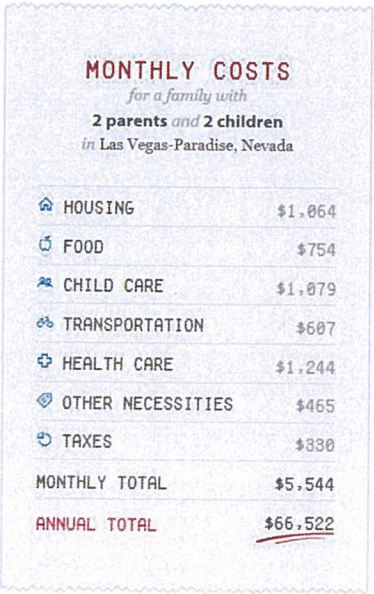
Using the same data sets, rental housing has not seen a decrease in cost over the same time period. In 2010 the City's Median Contract for Rent rose 58 percent from rents in 2000. Even though rents, according to ACS 2007-2011 show a slight decrease, data shows that rents are almost unchanged in 2013 according to City data.

During this same time however, the City's median income is lower than then the state. When analyzing the median income of households in Las Vegas, according to HUD's published Income Limit areas, the Las Vegas-Paradise area has dropped almost 10% (9.79%) from 2012-2014 and 11.7% from 2010 to 2014. Whether or not this trend will continue is unknown, however even as the nation is recovering Las Vegas is still showing signs of the recession. If looking at the Economic Policy Institute's calculator, a family of 2 adults and 2 children would require $66,522 in 2013 and the median income was $63,100 dropping $5,100 to a low of $58,000 in 2014. The last time HUD published a MFI below the 2014 median income of $58,000 was in 2005 ($56,550). HUD just published the 2015 median income for Las Vegas-Paradise and it rose to $59,200, however it is still below the 2007 levels of $60,100.



MONTHLY COSTS
for a family with
2 parents *and* **2 children**
in Las Vegas-Paradise, Nevada

HOUSING	$1,064
FOOD	$754
CHILD CARE	$1,079
TRANSPORTATION	$607
HEALTH CARE	$1,244
OTHER NECESSITIES	$465
TAXES	$330
MONTHLY TOTAL	$5,544
ANNUAL TOTAL	$66,522



MONTHLY COSTS
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HOUSING	$1,064
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HEALTH CARE	$1,244
OTHER NECESSITIES	$465
TAXES	$330
MONTHLY TOTAL	$5,544
ANNUAL TOTAL	$66,522

The tables on actual rent show another troubling trend, using ACS 2007-2011 and current City data, there are almost 50 percent fewer units costing less than $500 and over a 10 percent loss in units that cost between $500-900. Units costing more than $1500 rose over 149%. This change in available affordable homes in the last few years could be a contributing factor to the number of cost burdened households in the City.

Cost of Housing

	Base Year: 2000	Most Recent Year: 2011	% Change
Median Home Value	133,100	222,000	67%
Median Contract Rent	632	860	36%

Table 30 – Cost of Housing

Data Source: 2000 Census (Base Year), 2007-2011 ACS (Most Recent Year)

	Base Year: 2010	Most Recent Year: 2013	% Change
Median Home Value	251,300	163,500	35%
Median Contract Rent	999	993	0%

Source: City of Las Vegas

Rent Paid	Number	%
Less than $500	10,907	11.7%
$500-999	52,241	55.9%
$1,000-1,499	24,939	26.7%
$1,500-1,999	3,966	4.3%
$2,000 or more	1,334	1.4%
Total	***93,387***	***100.0%***

Table 31 - Rent Paid

Data Source: 2007-2011 ACS

Rent Paid	Number	%
Less than $500	5,366	5.6
$500-999	43,486	45.2
$1,000-1,499	34,192	35.5
$1,500-or more	13,214	13.7
Total	***93,387***	***100.0%***

Source: City of Las Vegas

Table 37 is from RAI.

Table 37. Median contract rent, Nevada, Clark County, and select cities, 2000 through 2011

Year	Nevada	Clark County	Las Vegas	North Las Vegas	Henderson
2000	$630	$648	$632	$556	$779
2005	$747	$772	$765	$769	$876
2006	$786	$822	$784	$825	$952
2007	$842	$874	$821	$935	$1,012
2008	$866	$899	$861	$933	$1,071
2009	$849	$883	$858	$959	$1,034
2010	$811	$842	$819	$867	$916
2011	$800	$818	$803	$864	$943
Change 2000 to 2011					
Amount	$170	$170	$171	$308	$164
Percent	27%	26%	27%	55%	21%

Source: U.S. Census 2000 SF3 H56 and American Community Survey 2011 B25058.

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	2,880	No Data
50% HAMFI	11,980	4,430
80% HAMFI	49,545	16,678
100% HAMFI	No Data	27,638
Total	***64,405***	***48,746***

Table 32 – Housing Affordability

Data Source: 2007-2011 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	691	864	1,064	1,568	1,861
High HOME Rent	675	785	944	1,082	1,188
Low HOME Rent	577	618	742	858	957

Table 33 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Below from 2014 3rd Quarter Nevada Real Estate Report .

Asking rents by apartment type provides a better perspective of typical rates for units with different numbers of bedrooms and bathrooms.

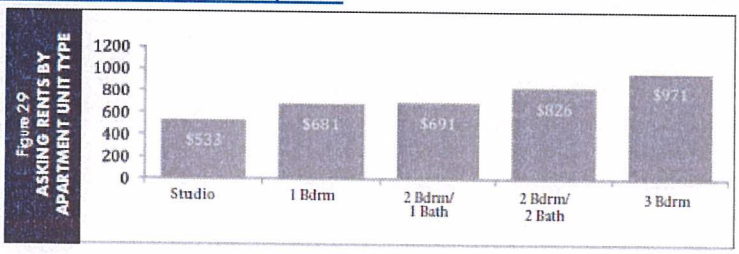


Figure 1: Apartment Rental Rates in Las Vegas*

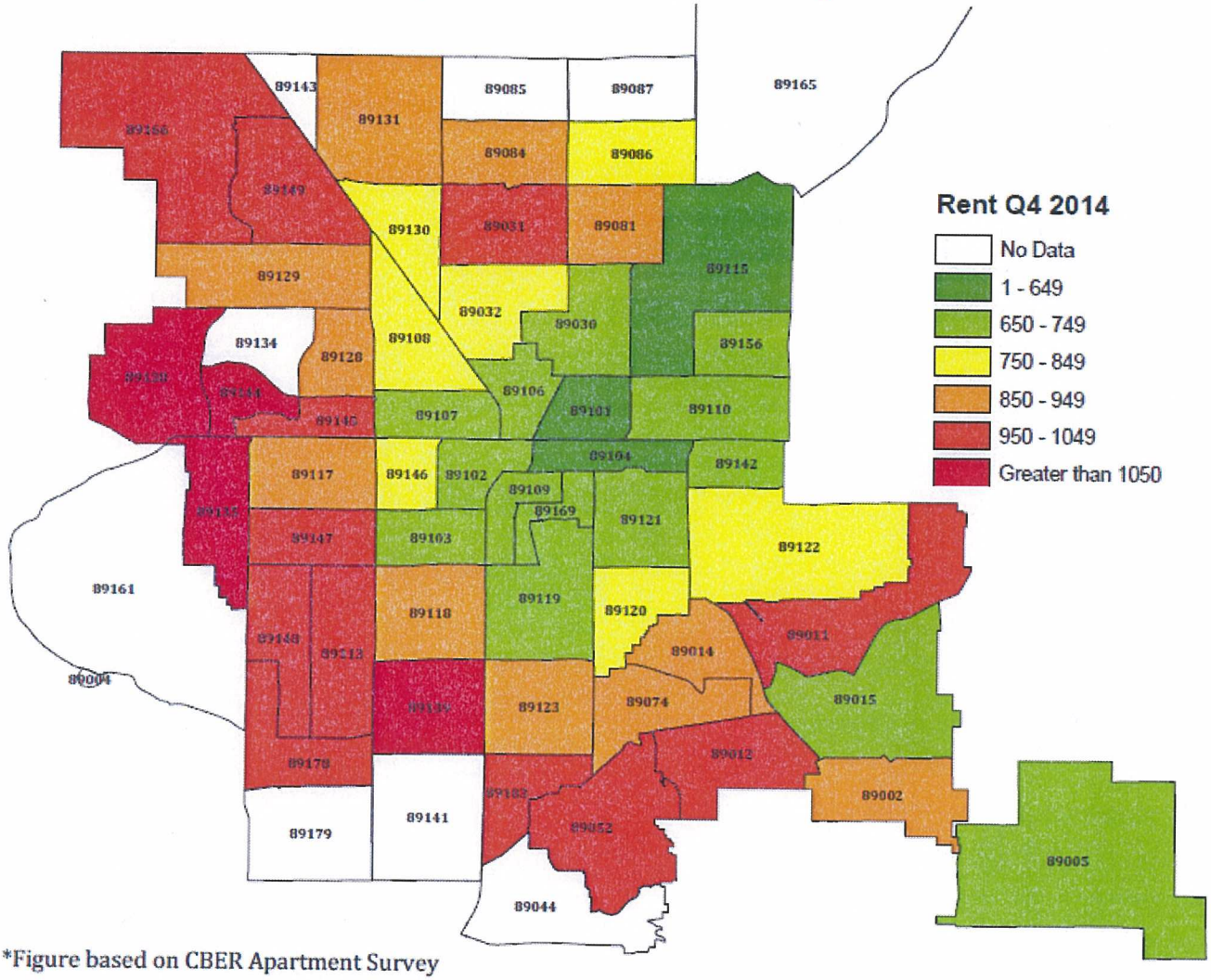


*Figure based on CBER Apartment Survey

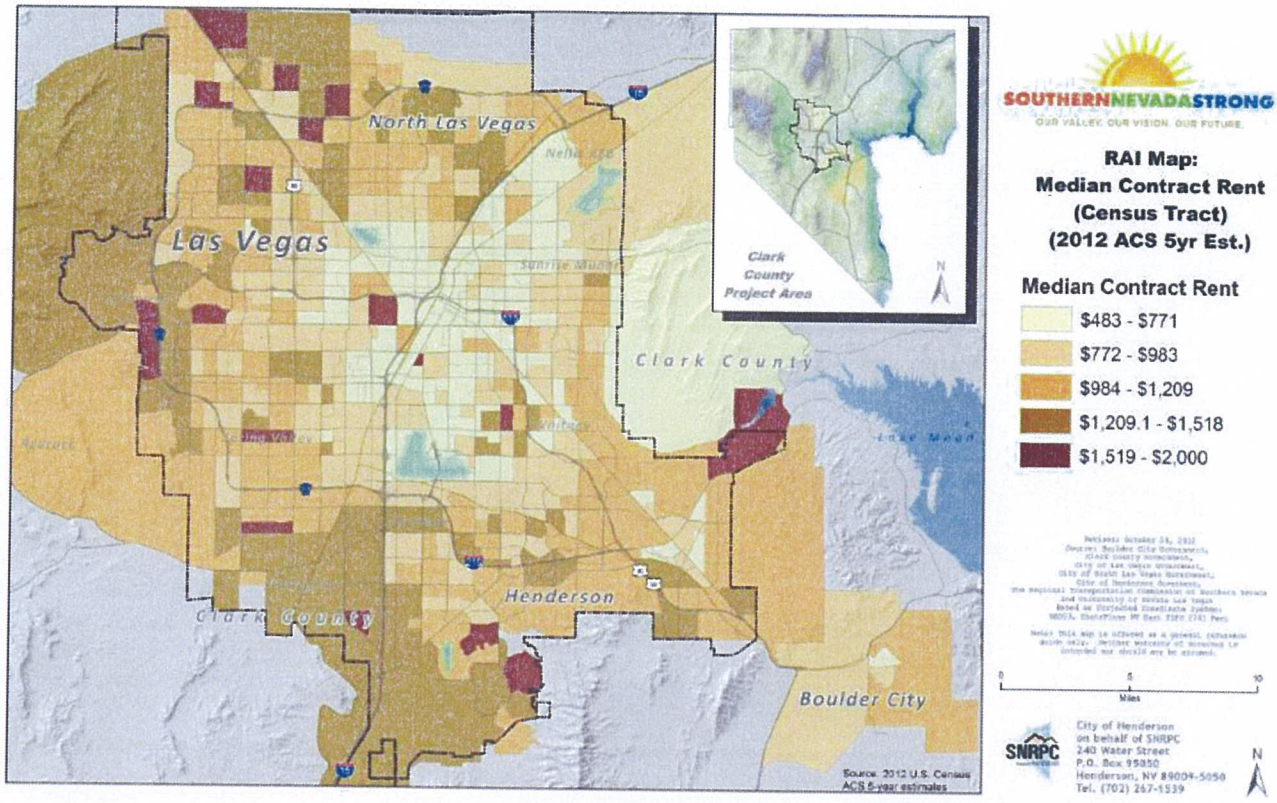
Source: UNLV Lied Institute Report on Apartment Market Trends in 4th Quarter of 2014

All inclusive City of Las Vegas Zip Codes: 89101, 89106, 89107, 89128, 89130 (has a few County pockets off Ann and Tropical Pkwy), 89134, 89138, 89144, 89145

Zip Codes with County Islands: 89108, 89143, 89131, 89149, 89130, 89166

Zip Codes shared with the County: 89102, 89104, 89110 (Owens to Pecos to Charleston to Nellis is CLV), 89146, 89117

Figure 30. Median Contract Rent in Southern Nevada



Source: RAI

Is there sufficient housing for households at all income levels?

There is a clear mismatch between need and availability of affordable housing in the city of Las Vegas. According to the 2007-2011 CHAS data, approximately 22,955 households earn less than 30% AMI, yet there are only 2,880 rental units available that are affordable to these households. While there are 113,151 units affordable for low/moderate income households earning 80% or less AMI and 81,930 households within this income bracket in need of housing, many of the affordable units are rented by households that could afford more but choose to pay a lower rent. The need is also reflected in the long waiting lists for Section 8 and public housing.

How is affordability of housing likely to change considering changes to home values and/or rents?

When analyzing the median income of households in Las Vegas, according to HUD's published Income Limit areas, the Las Vegas-Paradise area has dropped almost 12% from 2010 to 2014. Whether or not this trend will continue is unknown, however even as the nation is recovering Las Vegas is still showing signs of the recession. If looking at the Economic Policy Institute's calculator, a family of 2 adults and 2 children would require $66,522 in 2013 and the median income was $63,100 dropping $5,100 to a low of $58,000 in 2014. The last time HUD published a MFI below the 2014 median income of $58,000 was in 2005 ($56,550).

Home values dropped 35%, according to City data, from 2010 to 2013 with the median home value around $163,500. However, median rent contracts barely changed in those same three years ($999-993). Further data from the City shows that the number of housing units at the lowest rents of less than $500 a month dropped by half from 2011 to 2013 (10,907 to 5,366). Rentals for $500-999 also dropped over 10 percent in the market in the same time period (52,241 – 43,486).

Income has not kept pace with the housing market. Housing prices dropped drastically from the peak of the Housing Bubble but, investors and loss of income have kept many people out of the market. Those that lost their homes to foreclosure or walked away from homes underwater may be able to purchase again as their credit clears up over the new few years. However, rents and available affordable housing have not kept up with demand. If this continues, as it is likely to do, households will continue to have high housing costs and have to make difficult decisions on where and how to spend their limited income.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	691	864	1,064	1,568	1,861
High HOME Rent	675	785	944	1,082	1,188
Low HOME Rent	577	618	742	858	957

Table 34 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Discussion

See discussions above.

MA-20 Housing Market Analysis: Condition of Housing – 91.210(a)

Introduction

HUD defines housing "conditions" as described in the Need Assessment where they are identified as housing problems. These conditions are: overcrowding, cost burden, or a lack of complete plumbing or kitchen facilities. Based on this definition, almost one-half of renters (44%) have at least one of the selected conditions, with a lower percentage of owners (43%) experiencing one or more conditions. More specifically, substandard housing includes buildings or units that lack complete kitchens or plumbing facilities. It is estimated that 1.7% of LMMI households (1,795 units) in the city of Las Vegas are lacking complete kitchen or plumbing facilities.

Definition

The city of Las Vegas adopted and enforces the *1994 Uniform Housing Code (UHC)*, adopted and referenced in Chapter 16.20 of the Las Vegas Municipal Code. The City defines substandard housing as any building or portion thereof which is determined to be an unsafe building in accordance with Section 102 of the Building code: or any building or portion thereof, including any dwelling unit, guest room or suite of rooms, or the premises on which the same is located, in which there exists any of the conditions reference in this section to an extent that endangers the life, limb, health, property, safety or welfare of the public or the occupants there of shall be deemed and hereby are declared to be substandard buildings.

Definitions

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	45,168	38%	45,239	48%
With two selected Conditions	1,418	1%	5,077	5%
With three selected Conditions	145	0%	443	0%
With four selected Conditions	17	0%	0	0%
No selected Conditions	71,549	60%	42,628	46%
Total	***118,297***	***99%***	***93,387***	***99%***

Table 35 - Condition of Units

Data Source: 2007-2011 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	29,261	25%	18,494	20%
1980-1999	62,451	53%	48,364	52%
1950-1979	25,108	21%	24,913	27%
Before 1950	1,477	1%	1,616	2%
Total	***118,297***	***100%***	***93,387***	***101%***

Table 36 – Year Unit Built

Data Source: 2007-2011 CHAS

Year Structure Built

	Number	Percent
2010 or later	1,614	0.6%
2000 - 2009	60,237	24.3%
1990 - 1999	80,328	32.4%
1980 - 1989	44,916	18.1%
1970 - 1979	27,794	11.2%
1960 - 1969	18,290	7.4%
1950 - 1959	11,609	4.7%
1940 - 1949	2,570	1.0%
1939 and earlier	950	0.4%
Total	248,308	

Source: City of Las Vegas

Tenure by Year Structure Built

	Owner Occupied		Renter Occupied	
	Number	Percent	Number	Percent
2010 or later	760	0.7%	811	0.8%
2000 - 2009	29,473	25.8%	21,759	22.1%
1990 - 1999	42,089	36.9%	28,197	28.6%
1980 - 1989	16,271	14.3%	21,473	21.8%
1970 - 1979	10,994	9.6%	12,733	12.9%
1960 - 1969	8,224	7.2%	7,444	7.5%
1950 - 1959	4,800	4.2%	4,675	4.7%
1940 - 1949	1,178	1.0%	1,079	1.1%
1939 and earlier	305	0.3%	470	0.5%
Total	114,094		98,641	

Source: City of Las Vegas

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	26,585	22%	26,529	28%
Housing Units build before 1980 with children present	13,770	12%	16,010	17%

Table 37 – Risk of Lead-Based Paint

Data Source: 2007-2011 ACS (Total Units) 2007-2011 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units			35573
Abandoned Vacant Units			
REO Properties			
Abandoned REO Properties			

Table 38 - Vacant Units

Data not available.

Need for Owner and Rental Rehabilitation

The City's housing stock is aging. The majority of the City's housing was built after 1989 and units built prior to 1980 represent 25 percent of the total housing stock. The life cycle of a home is usually 50 years however the materials in the home will most likely need to be replaced within 20 years depending on maintenance. Given their age, units built prior to 1995 may require rehabilitation including lead-based paint remediation on homes built prior to 1979. According to ACS 2007-2011 data, 43 percent of the total number (211,684) of housing units for both renters and owners have at least one selected condition. The numbers break down to 38 percent of owner-occupied units and almost half (48%) of renter-occupied units have a least one selected condition.

Estimated Number of Housing Units Occupied by Low or Moderate Income Families with LBP Hazards

The majority of the homes built before 1980 are located in the urban core of the city of Las Vegas. These areas are also some of the lowest income areas of the City. According to the *Table: Risk of Lead-Based Paint Hazard*, 12 percent of homeowners and 17 percent of renter-occupied homes have families living with potential LBP hazards.

To receive direct housing assistance, the City requires that all housing units constructed prior to 1978 be inspected for lead based paint hazards by a U. S. Environmental Protection Agency (USEPA) certified Lead Risk Assessor. The City's agreements are subject to the regulations described in 24 CFR Part 35, prohibiting the use of lead-based paint poisoning and elimination of lead-based paint hazards.

The City's funded agencies must utilize a U.S. Environmental Protection Agency (USEPA) certified Lead Risk Assessor or Inspector Technician to examine and test all pre-1978 housing construction. The City requires its funded agencies to abate lead-based paint when encountered during housing rehabilitation utilizing a USEPA certified abatement contractor and a certified Lead Risk Assessor or Clearance Technician to conduct clearance examinations and submit Lead Clearance Reports. All Housing Quality Standards (HQS) Inspections include an assessment of lead-based paint. City housing rehabilitation staff meets on a bi-monthly basis to review the status of all lead-based paint activities and review any new policies and/or programs regarding lead-based paint hazards.

The city of Las Vegas will test for lead-based paint in potential rehabilitation projects constructed prior to 1978; continue to educate non-profit rehabilitation providers on lead-based paint; use the XRF machine to identify lead-based paint problems; and work to abate lead paint as needed. Further, the City requires that all housing units that are subject to the rules of its programs are lead-paint tested, which is documented in each file.

Discussion

See discussion above.

MA-25 Public and Assisted Housing – 91.210(b)

Introduction

The Southern Nevada Regional Housing Authority (SNRHA) operates and manages the Public Housing (PH) in our area. The organization formally began operations on January 1, 2010 and combines the Housing Authority of the city of Las Vegas, Clark County Housing Authority, and North Las Vegas Housing Authority intone agency. SNRHA indicated that it has 2,667 public housing units, 9,938 vouchers and 2560 special purpose vouchers in the entire County. As seen in the map below, the majority of the public housing (19 out 29 & 4 senior non-aided sites) are located within City limits.

The following information and updated tables in this section are provided by the Southern Nevada Regional Housing Authority along with updated tables.

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	0	2,871	9,875	30	9,845	1,879	803	7,381
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 39 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Totals Number of Units

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	0	0	2882	10,752	182	7416	1,118	365	1671
# of accessible units									
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Data Source: SNRHA 2.2015

Describe the supply of public housing developments:
The public housing consists of 26 separate developments, of which 16 serve families, 4 serve elderly and disabled households, and 6 are specifically designated for the elderly only (age 62 and above). The portfolio also includes 568 scattered--- site houses. About 60.7% of the entire inventory of public housing units serves families and 39.3% serve elderly and elderly/disabled households.

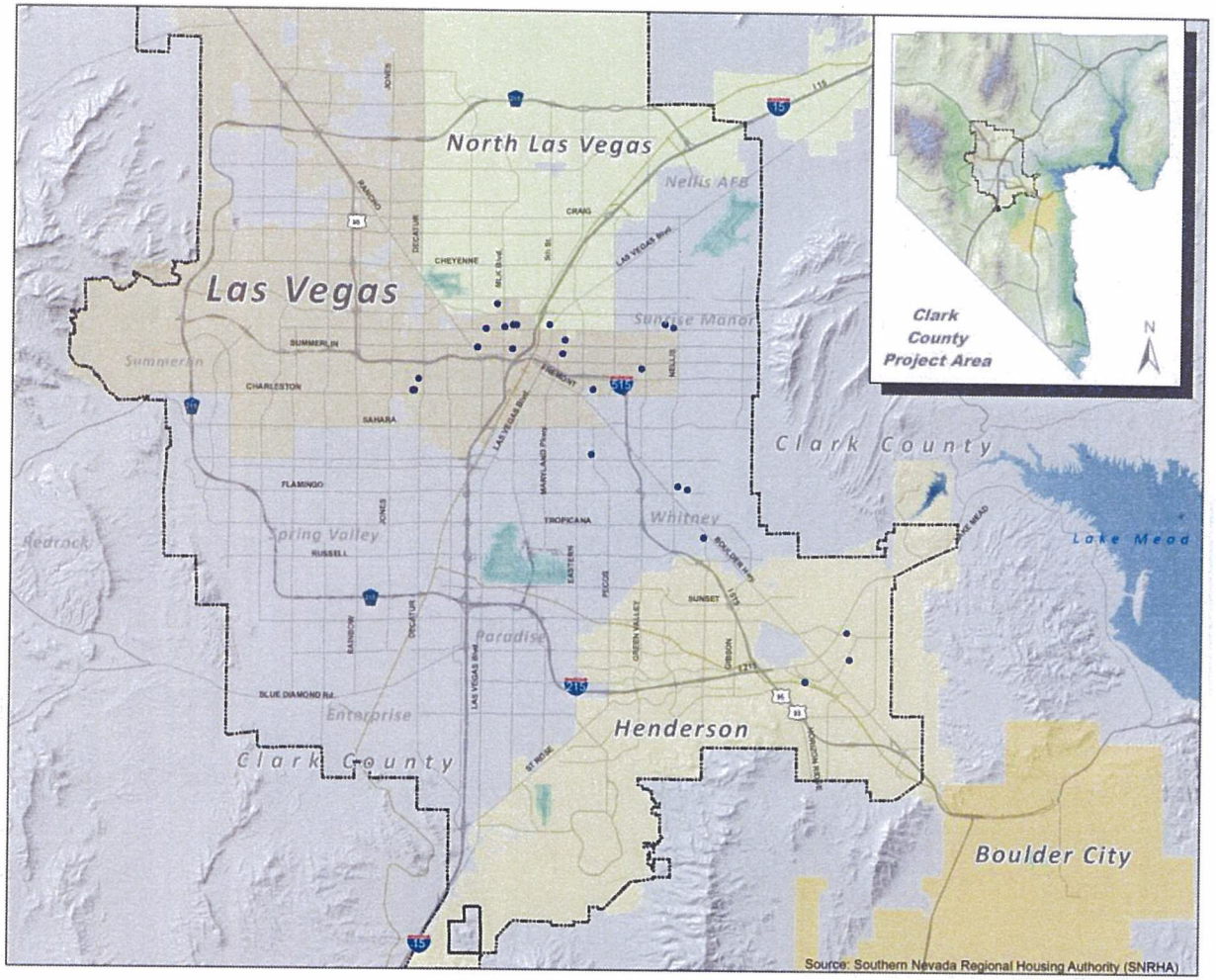
Most SNRHA public housing is concentrated in 3 zip codes just north and west of downtown Las Vegas (89101, 89106 and 89107). In all, 53.8% of the non---scattered---site developments (14 of 26 properties) and 57.4% of the non---scattered---site units (1,488 units) are located in these neighborhoods, which are characterized by low median income, high poverty rates, and high minority concentration. The remainder of the public housing portfolio (former Clark County Housing Authority properties) is located for the most part in more stable neighborhoods in Green Valley/Henderson and the Whitney (East Las Vegas) and Sunrise (Northeast Las Vegas) sections of the County. Interestingly, the public housing scattered---site units are widely dispersed and located in some of the best neighborhoods in the Las Vegas Valley, including Centennial (74 units), Summerlin (61 units) and Green Valley/Henderson (40 units)

[Source: Southern Nevada Regional Housing Authority]

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:
Much of the public housing is relatively old. The median age of developments is 38 years (or built in the year 1976). The portfolio includes 2 developments constructed before 1960 and another 7 constructed between 1960 and 1970. It also includes 4 developments built after 2000, including Lubertha Johnson Estates, a 112---unit designated elderly development that opened in Spring 2012.

The SNRHA public housing stock consists of 3 medium---rise (3--- and 4---story) developments of 150 to 220 units each serving the elderly, several large campuses of 1--- and 2---story semi---detached units serving primarily families (the largest of these being Marble Manor with 235 units in duplex bungalows spread over 35.74 acres just north of downtown), and smaller 1--- and 2---story developments in a variety of configurations (quads, row and townhouses, walk---up, garden apartments, etc.). The stock includes 3 relatively new and high amenity properties developed under the Low---Income Housing Tax Credit (LIHTC) program (Otto Merida Desert Villas) and with ARRA funds (Marion D. Bennett, Sr. Plaza and Lubertha Johnson Estates).

[Source: Southern Nevada Regional Housing Authority]



SOUTHERNNEVADASTRONG
OUR VALLEY. OUR VISION. OUR FUTURE.

RAI Map:
Affordable Housing Sites

- Affordable Housing Sites
- Urban Boundary

CITIES

Municipality

- Boulder City
- Henderson
- Las Vegas
- North Las Vegas

Revised: October 04, 2012
Source: Boulder City Government,
Clark County Government,
City of Las Vegas Government,
City of North Las Vegas Government,
City of Henderson Government,
The Regional Transportation Commission of Southern Nevada
and University of Nevada Las Vegas
Based on Projected Coordinate System:
NAD83, StatePlane NV East FIPS 2701 Feet

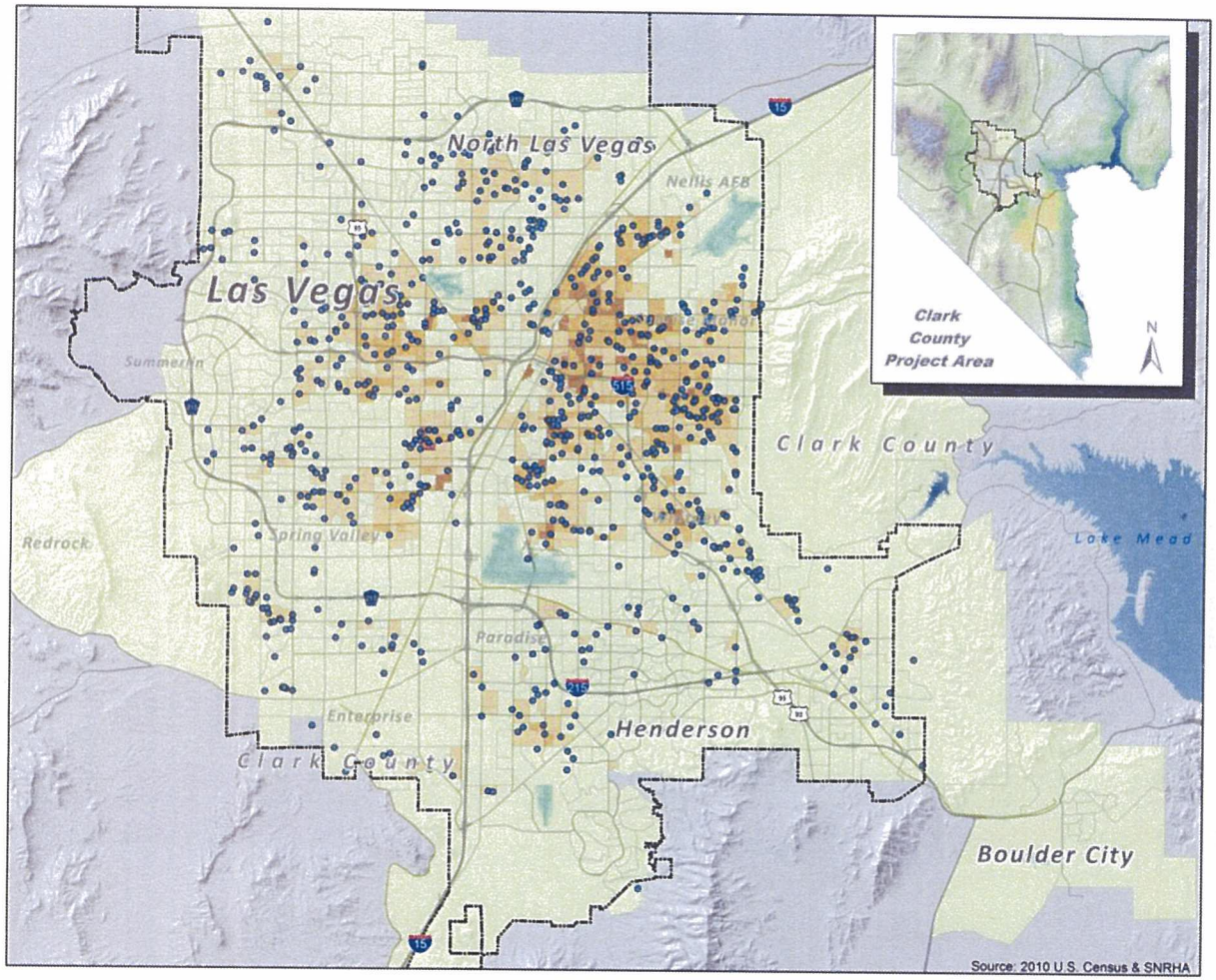
Note: This map is offered as a general reference guide only. Neither warranty of accuracy is intended nor should any be assumed.

0 4.5 9
Miles

SNRPC

City of Henderson
on behalf of SNRPC
240 Water Street
P.O. Box 95050
Henderson, NV 89009-5050
Tel. (702) 267-1539

N



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RAI Map:
Hispanic or Latino Population Per Acre (BlockGroup)
Hispanic Housing Vouchers

- Hispanic Housing Voucher

Hispanic or Latino per Acre

- 0 - 2.9
- 2.9 - 7.8
- 7.8 - 16
- 16.1 - 32.1
- 32.2 - 74.23

Revised: October 04, 2012
Source: Boulder City Government, Clark County Government, City of Las Vegas Government, City of North Las Vegas Government, City of Henderson Government, The Regional Transportation Commission of Southern Nevada and University of Nevada Las Vegas
Based on Projected Coordinate System: NAD83, StatePlane NV East FIPS 2701 Feet

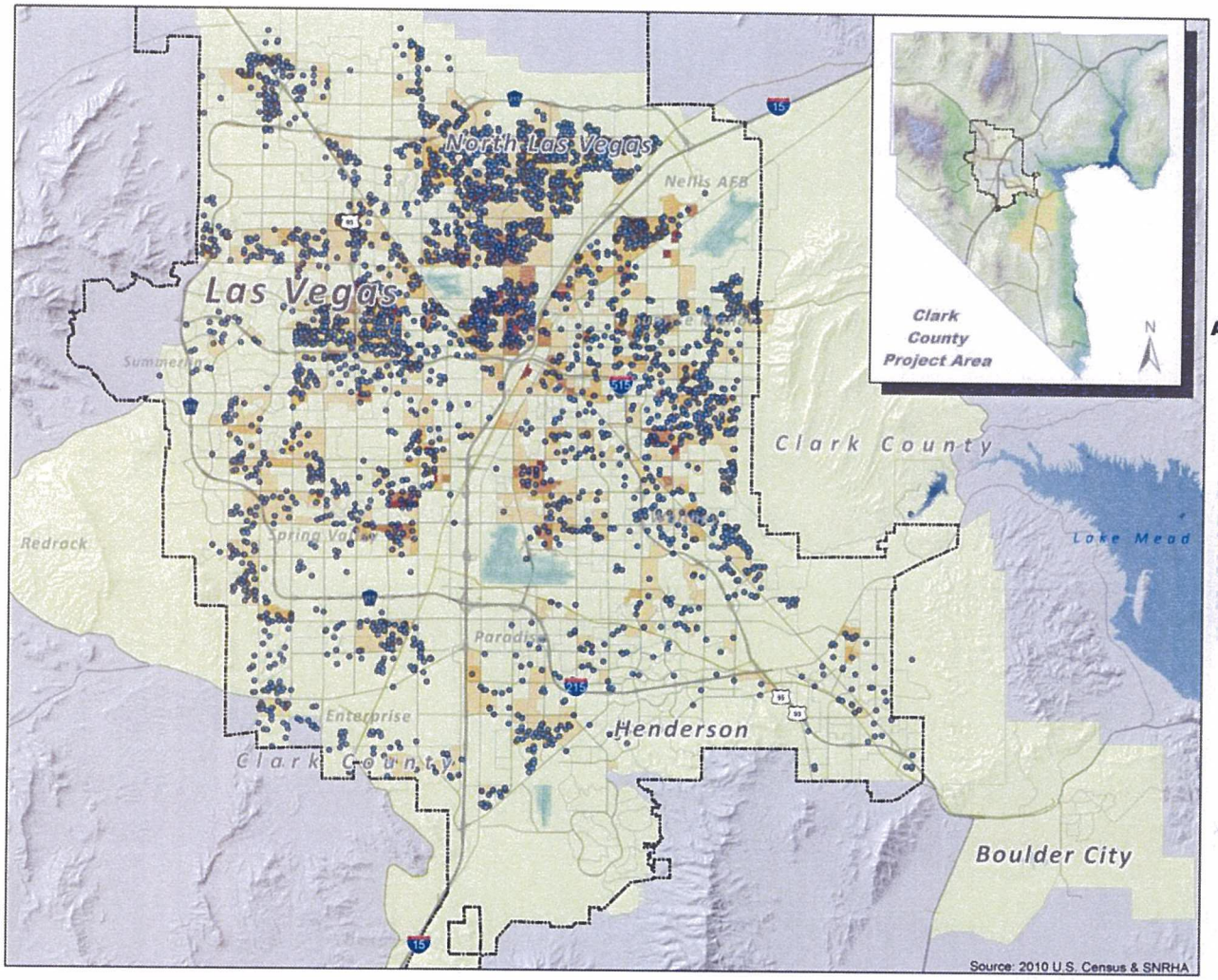
Note: This map is offered as a general reference guide only. Neither warranty of accuracy is intended nor should any be assumed.

0 5 10
Miles

SNRPC

City of Henderson
on behalf of SNRPC
240 Water Street
P.O. Box 95050
Henderson, NV 89009-5050
Tel. (702) 267-1539

N



SOUTHERNNEVADASTRONG
OUR VALLEY. OUR VISION. OUR FUTURE.

RAI Map:
Black or African American Population Per Acre (BlockGroups)
African American Housing Vouchers

- African American Housing Voucher

Black or African American per Acre

- 0 - 0.8
- 0.81 - 2
- 2.1 - 3.7
- 3.73 - 6.7
- 6.76 - 20.1

Revised: October 04, 2012
Source: Boulder City Government,
Clark County Government,
City of Las Vegas Government,
City of North Las Vegas Government,
City of Henderson Government,
The Regional Transportation Commission of Southern Nevada
and University of Nevada Las Vegas
Based on Projected Coordinate System:
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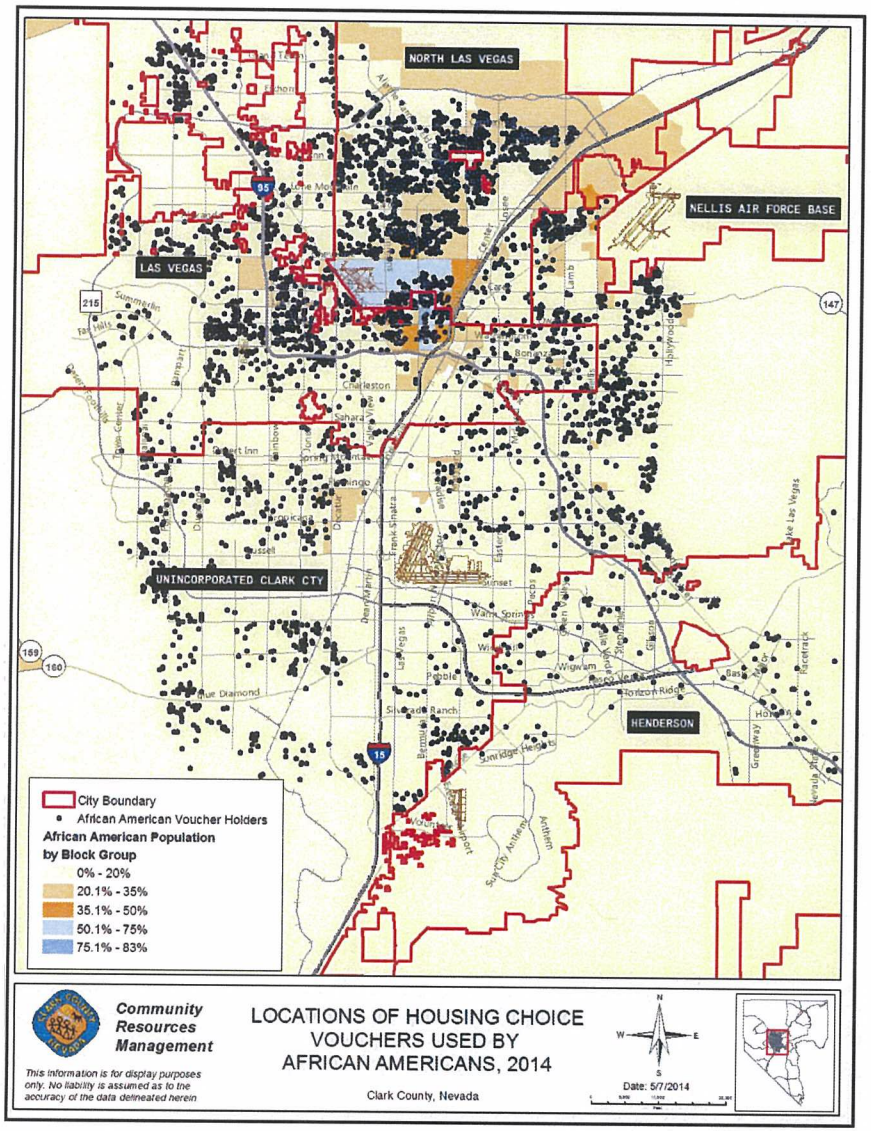
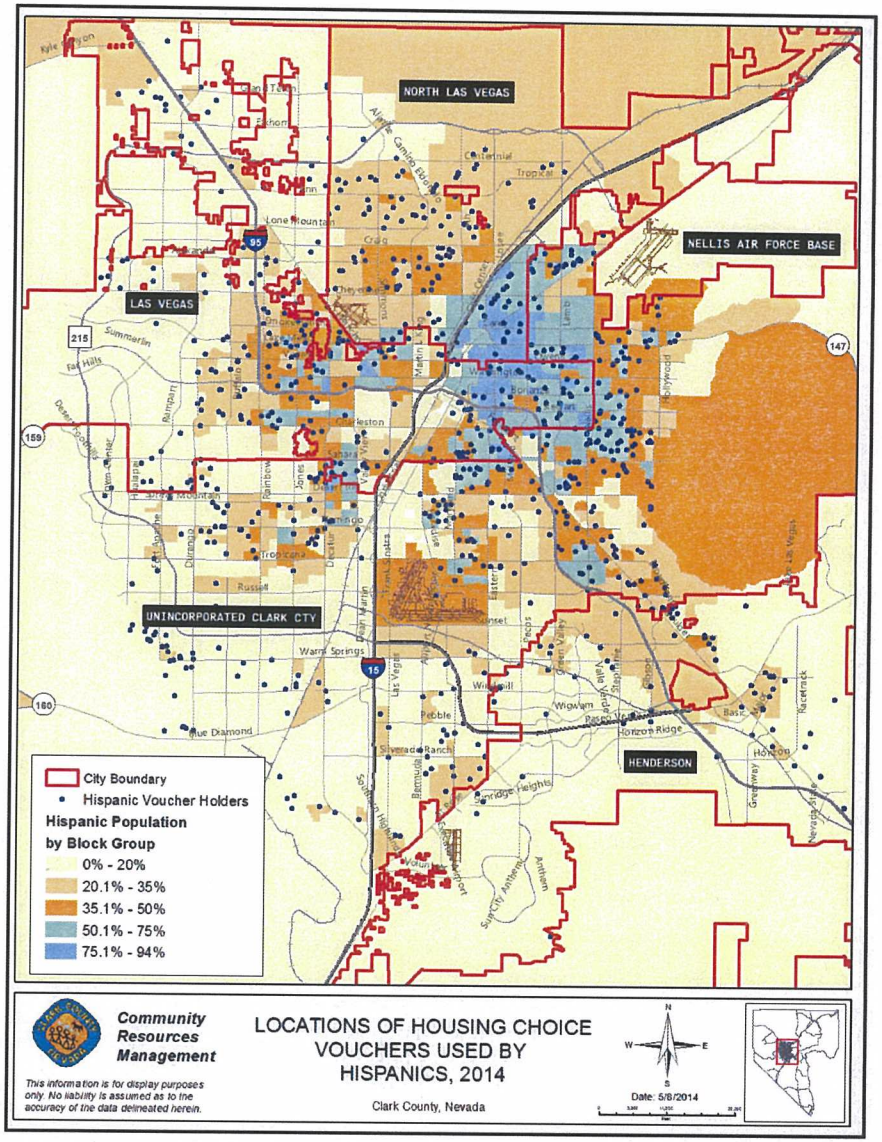
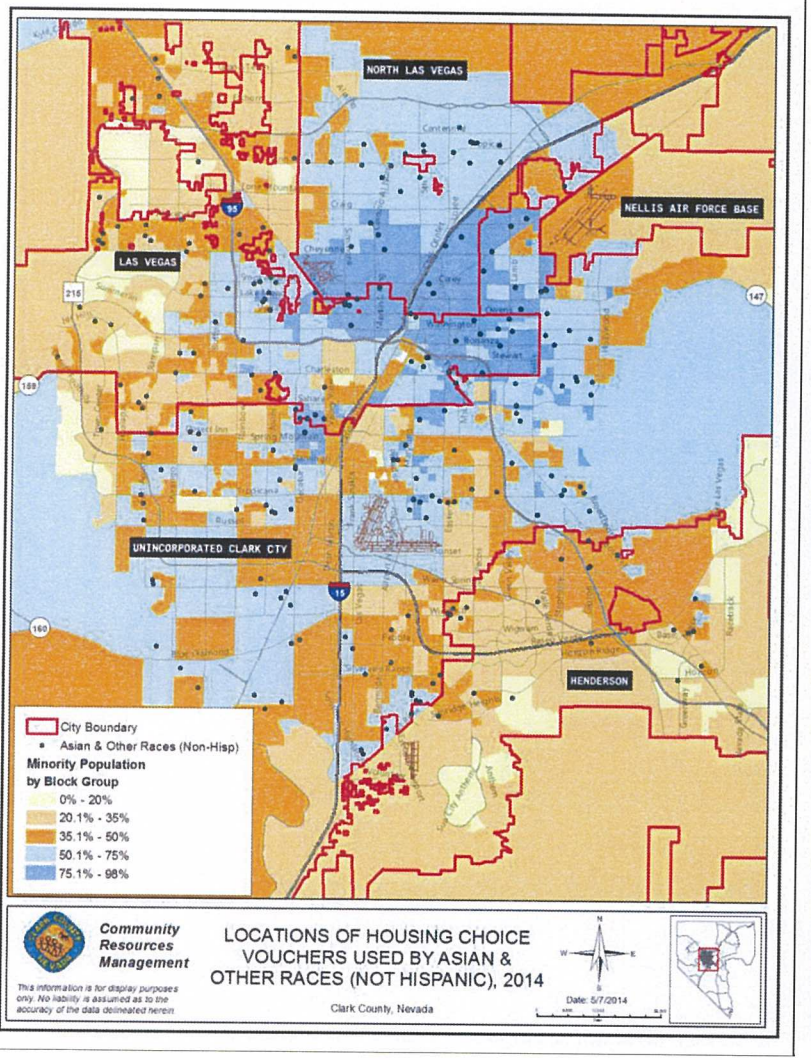
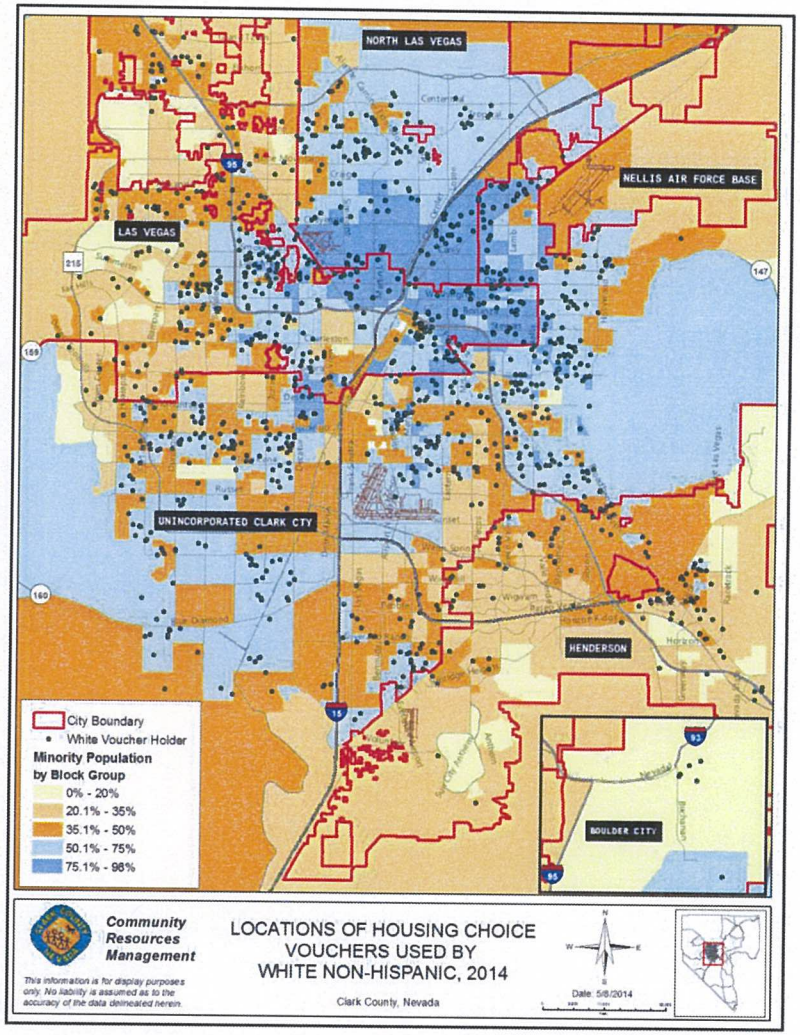

NORTH LAS VEGAS
NELLIS AIR FORCE BASE
LAS VEGAS
UNINCORPORATED CLARK CTY
HENDERSON
City Boundary
African American Voucher Holders
African American Population
by Block Group
0% - 20%
20.1% - 35%
35.1% - 50%
50.1% - 75%
75.1% - 83%
Community
Resources
Management
This information is for display purposes only. No liability is assumed as to the accuracy of the data delineated herein.
LOCATIONS OF HOUSING CHOICE
VOUCHERS USED BY
AFRICAN AMERICANS, 2014
Clark County, Nevada
Date: 5/7/2014


NORTH LAS VEGAS
NELLIS AIR FORCE BASE
LAS VEGAS
UNINCORPORATED CLARK CTY
HENDERSON
City Boundary
Hispanic Voucher Holders
Hispanic Population
by Block Group
0% - 20%
20.1% - 35%
35.1% - 50%
50.1% - 75%
75.1% - 94%
Community
Resources
Management
This information is for display purposes only. No liability is assumed as to the accuracy of the data delineated herein.
LOCATIONS OF HOUSING CHOICE
VOUCHERS USED BY
HISPANICS, 2014
Clark County, Nevada
Date: 5/8/2014


NORTH LAS VEGAS
NELLIS AIR FORCE BASE
LAS VEGAS
UNINCORPORATED CLARK CTY
HENDERSON
City Boundary
Asian & Other Races (Non-Hisp)
Minority Population
by Block Group
0% - 20%
20.1% - 35%
35.1% - 50%
50.1% - 75%
75.1% - 98%
Community Resources Management
This information is for display purposes only. No liability is assumed as to the accuracy of the data delineated herein.
LOCATIONS OF HOUSING CHOICE VOUCHERS USED BY ASIAN & OTHER RACES (NOT HISPANIC), 2014
Clark County, Nevada
Date: 5/7/2014


NORTH LAS VEGAS
NELLIS AIR FORCE BASE
LAS VEGAS
UNINCORPORATED CLARK CTY
HENDERSON
BOULDER CITY
City Boundary
White Voucher Holder
Minority Population
by Block Group
0% - 20%
20.1% - 35%
35.1% - 50%
50.1% - 75%
75.1% - 98%
Community Resources Management
This information is for display purposes only. No liability is assumed as to the accuracy of the data delineated herein.
LOCATIONS OF HOUSING CHOICE VOUCHERS USED BY WHITE NON-HISPANIC, 2014
Clark County, Nevada
Date: 5/8/2014

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 40 - Public Housing Condition

Public Housing Development		Average Inspection Score
NV018002301, Aida Brents (City of LV)		98b: 03/05/2014
NV018002302, Archie Grant (City of LV)		79c: 09/23/2013
NV018002303, Sartini Plaza (City of LV)		87c: 03/04/2014
NV018002304, Ernie Cragin (City of Vs)		84c: 10/18/2012
NV018002306, Levy Gardens (City of LV)		91b: 10/2012
NV018002307, James Down (City of LV)		99a: 03/07/2014
NV018002308, Marble Manor (City of LV)		83c: 11/10/2014
NV018002309, Sherman/Marble Annex (City of LV)		67: 10/03/2012
NV018002310, Scattered Sites (City of LV)		85b: 8/19/2014
NV018002311, Scattered Sites (City of LV)		89b: 09/26/2013
NV018002312, Sherman Gardens (City of LV)		80b: 11/06/2014
NV018002313, Vera Johnson A, (City of LV)		91c: 12/6/2011
NV018002314, Vera Johnson B (City of LV)		75: 10/16/2012
NV018002315, Otto Merida (City of LV)		99b: 03/03/2014
NV018002316, Bennett Plaza (City of LV)		98c: 12/6/2011
NV018013002, Espinoza Terrace (Henderson)		97b: 11/13/14
NV018013005, Hampton Court (Henderson)		95c: 12/7/2011
NV018013007, Hullum Homes (Clark County)		75c: 03/06/2014
NV018013008, Biegger Estates (Clark County)		89b: 11/07/2014
NV018013009, Schaffer Heights (Clark County)		94b: 10/2012
MV018013010, Jones Gardens (Clark County)		85b: 11/12/2014
NV018013016, Scattered Sites (Clark County)		73b: 12/10/2014
NV018013020, Simmons Manor (Clark County)		83b: 10/17/2012
NV018013021, Lubertha Johnson (Clark County)		97b: 10/2012
NV018007001, Rose Gardens (North Las Vegas)		85b: 10/2012

Table 41 - Public Housing Condition

[Source: Southern Nevada Regional Housing Authority]

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

The SNRHA public and assisted housing stock has significant capital needs. Based upon the PNAs performed by The Nelrod Companies in July 2012 on most of the portfolio, the total estimated cost of repairs to the public housing portfolio is about $153.4 million, or approximately $59,000 per unit. With the projected capital funds allocation to SNRHA of about $3.4 million annually in 2015, it would take over 45 years to address the current capital needs in public housing.

[Source: Southern Nevada Regional Housing Authority]

Development Name	Jurisdiction	Immediate Need	Years 1-5	Years 6-10	Years 11-15	Years 16-20	Total	Per Unit
Affordable Housing	Various	$7,265,282.66	$ 5,015,084.52	$ 10,246,684.85	$ 8,289,124.36	$11,563,903.45	$ 42,380,079.85	$ 56,356.49
Public Housing:								
Aida Brents Gardens	Las Vegas	$ -	$ 181,133.55	$ 322,804.05	$ 248,344.30	$ 316,581.70	$ 1,068,863.60	$ 44,535.98
Archie Grant Park	Las Vegas	$ 241,580.27	$ 692,216.63	$ 1,037,112.36	$ 829,896.82	$ 1,902,787.78	$ 4,703,593.86	$ 37,628.75
Arthur D. Sartini Plaza	Las Vegas	$ 13,344.09	$ 1,806,735.91	$ 1,570,518.87	$ 1,629,368.96	$ 2,473,243.72	$ 7,493,211.54	$ 28,931.32
Ernie Cragin Terrace	Las Vegas	$ -	$ 27,602.28	$ 202,630.14	$ 999,798.56	$ 326,399.92	$ 1,556,430.91	$ 38,910.77
Harry Levy Gardens	Las Vegas	$ -	$ 43,487.09	$ 636,148.07	$ 1,181,210.80	$ 1,630,432.70	$ 3,491,278.65	$ 23,275.19
James Down Towers	Las Vegas	$ -	$ 3,345,065.23	$ 339,947.40	$ 1,313,972.04	$ 927,127.40	$ 5,926,112.07	$ 29,630.56
Marble Manor	Las Vegas	$ -	$ 5,587,559.48	$ 4,620,714.78	$ 2,498,093.63	$ 2,261,287.01	$ 14,967,654.89	$ 63,692.15
Sherman Gardens Annex	Las Vegas	$1,625,099.06	$ 2,340,503.87	$ 4,968,664.23	$ 3,053,219.84	$ 1,610,198.01	$ 13,597,685.02	$ 78,147.62
Scattered Sites / MROP	Las Vegas	$ -	$ 2,209,858.56	$ 3,435,313.93	$ 2,278,794.05	$ 2,244,779.06	$ 10,168,745.60	$ 62,770.03
Sherman Gardens	Las Vegas	$ -	$ 1,815,946.51	$ 1,569,133.15	$ 3,654,417.15	$ 1,761,775.91	$ 8,801,272.72	$ 62,866.23
Vera Johnson Manor A	Las Vegas	$ 217,300.00	$ 3,966,386.30	$ 154,533.10	$ 652,543.29	$ 2,688,448.56	$ 7,679,211.25	$ 109,703.02
Vera Johnson Manor B	Las Vegas	$ 886,816.05	$ 2,502,055.34	$ 1,403,349.29	$ 2,753,996.40	$ 4,392,496.84	$ 11,938,713.92	$ 106,595.66
Rose Garden Sr Citizen	North Las Vegas	$3,108,000.00	$ 5,801,516.37	$ 776,067.95	$ 847,466.84	$ 1,109,020.65	$ 11,642,071.81	$ 97,017.27
Art Espinoza Terrace	Henderson	$ 67,281.49	$ 1,436,103.85	$ 692,658.09	$ 1,419,417.15	$ 2,233,176.62	$ 5,848,637.20	$ 58,486.37
Hampton Court Apts	Henderson	$ 105,355.91	$ 916,809.46	$ 873,892.42	$ 1,882,940.49	$ 1,618,093.93	$ 5,397,092.21	$ 53,970.92
Hullum Homes	Clark County	$ 213,103.71	$ 1,197,979.50	$ 937,132.60	$ 284,111.17	$ 1,372,481.67	$ 4,004,808.66	$ 67,878.11
Biegger Estates	Clark County	$ 230,142.90	$ 2,960,597.00	$ 1,463,289.85	$ 2,659,497.99	$ 1,846,119.85	$ 9,159,647.60	$ 76,971.83
Schaffer Heights	Clark County	$ 10,122.94	$ 972,771.18	$ 732,625.71	$ 645,142.43	$ 1,706,851.80	$ 4,067,514.05	$ 54,233.52
Jones Gardens	Clark County	$ 195,792.10	$ 2,205,774.10	$ 1,741,013.01	$ 1,418,231.20	$ 1,478,119.41	$ 7,038,929.82	$ 78,210.33
Scattered Sites	Various	$ 291,850.02	$ 3,543,212.58	$ 2,493,180.78	$ 2,576,865.98	$ 1,948,150.13	$ 10,853,259.49	$ 83,486.61
John W. Simmons Manor	Clark County	$ 1,119.89	$ 1,176,988.89	$ 951,385.01	$ 815,130.85	$ 1,072,961.26	$ 4,017,585.90	$ 65,862.06
Total Needs Affordable Housing		$7,265,282.66	$ 5,015,084.52	$ 10,246,684.85	$ 8,289,124.36	$11,563,903.45	**$ 42,380,079.85**	$ 56,356.49
Total Needs Public Housing		$7,206,908.42	$44,730,303.72	$ 30,922,114.78	$33,642,459.91	$36,920,533.94	**$153,422,320.77**	$ 59,388.05

[Source: Southern Nevada Regional Housing Authority]

The properties with the highest capital need per unit include Vera Johnson Manor "B" ($106,596 per unit in estimated capital costs) which received an allocation of $10 million in low--- income housing tax credits and $1 million in HUD HOME funds, and is slated for redevelopment early 2015. Other properties with high capital needs include:

Property	Jurisdiction	Capital Need Per Unit
Vera Johnson Manor "A"	City of Las Vegas	$101,042
Rose Gardens	City of North Las Vegas	$97,017
Jones Gardens	Clark County	$78,210
Sherman Gardens Annex	City of Las Vegas	$78,148
Marble Manor Annex	City of Las Vegas	$78,148
Biegger Estates	Clark County	$76,972

[Source: Southern Nevada Regional Housing Authority]

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

As indicated in the SNRHA Annual Plan and Five-Year Action Plan, the SNRHA will explore and implement various models of mixed-financing with innovative partnerships to assist with the re-development and/or modernization of public housing developments. Options will include but not be limited to HOPE VI, Choice Neighborhood Initiatives (CNI), Rental Assistance Demonstration (RAD) Program, Capital Fund Financing (CFFP), Low Income Housing Tax Credits (LIHTC), various bonds types and other leveraging options as identified in HUD's Transforming Public Housing plan.

SNRHA will explore opportunities of various types of bond issuance. In 2014 the City of North Las Vegas as the Lead applicant and the SNRHA as the co-lead applicant submitted a Choice Neighborhood Initiative (CNI) Planning Grant. The CNI award letter was received January 2015 through the Department of Housing and Urban Development in the amount of $485,000. The money will be used to revitalize North Las Vegas Urban Core neighborhoods, including the Rose Gardens Senior Public Housing and Buena Vista Springs communities.

The SNRHA will continue to explore CNI planning as well as, implementation grant to address some of the redevelopment needs of the neighborhood of Sherman Gardens, Sherman Gardens Annex and Villa Capri sites.

The SNRHA is planning to submit in upcoming years a tax credit application to develop Phase II of Bennett Plaza and may utilize Replacement Housing Factor (RHF) Funds, adding 35 additional public housing units. The SNRHA may self-develop or partner with a developer for this project.

Under the Rental Assistance Demonstration the SNRHA converted in 2014 Landsman Gardens a 100-unit family public housing development in the Valley View neighborhood of Henderson, Nevada to Project Based Section 8. Landsman Gardens is the first FHA-financed project in the nation to close under the Rental Assistance Demonstration (RAD) program. RAD is an innovative new HUD initiative that allows housing authorities to convert public housing into subsidized housing with project-based rental assistance in order to finance the rehabilitation and preservation of affordable housing. Financing for Landsman Gardens includes tax-exempt bonds issued by the Nevada Housing Division and insured under the FHA 221(d)(4) mortgage guarantee program, equity from the sale of 4% Low Income Housing Tax Credits to PNC Real Estate, short-term tax-exempt bonds for construction from Citi Community Capital, public housing capital funds and operating reserves from the SNRHA, HUD HOME funds from the City of Henderson, Federal Home Loan Bank of San Francisco Affordable Housing Program (AHP) funds, sponsored by City National Bank and grant funds from Wells Fargo Housing Foundation. The property renovations included comprehensive modernization of all the units, site upgrades and included upgrading the site and the on-site Administrative Building and Learning Center where the SNRHA and local service organizations will provide a variety of programs to residents such as after-school activities for youth, financial literacy, and resource referrals to nutrition and wellness programs. Landsman Gardens is an important housing asset for the Las Vegas Valley that includes a complement of scarce three-, four-, and five-bedroom units, serving large families. Through the RAD program, the development will be preserved in the long term for a new generation of families in need of decent, safe and affordable housing.

The SNRHA submitted on 2013 a RAD application for Vera Johnson Manor B. The SNRHA submitted in 2014 a 9% Tax Credit Application for the Rehabilitation of all 112 family units at this site. The SNRHA is partnering with a NV HAND for this project. The SNRHA is planning to submit a RAD application or Mixed Finance Application for Biegger Estates (AMP 406). The SNRHA is also planning to submit in FY 2015 a 9% Tax Credit Application for the Rehabilitation of all 119 units at this site. The SNRHA may self-develop or partner with a developer for this project.

Additionally, the SNRHA is planning to submit a RAD application or Mixed Finance application for Rose Gardens (AMP 403). The SNRHA is also planning to submit in FY 2015 a Bond/4% Tax Credit Application for the Re-development of all 120 units (on-site or off-site). The SNRHA may self-develop or partner with a developer for this project.
[Source: Southern Nevada Regional Housing Authority]

Discussion:

The Affordable Housing Program (AHP) portfolio is a hodgepodge of properties acquired by or donated to the 3 former housing authorities over the last 50 years. The portfolio includes 850 housing units in 6 developments, 229 mobile home pads, and 182 scattered---site units, some acquired and rehabilitated very recently under the ARRA NSP 1 and 3 programs.

The AHP properties are somewhat older than the public housing properties. The median age of this stock is 40 years (or built in 1974). It includes Brown Homes, 124 duplex bungalow units on 10.43 acres built in 1963 to serve military families at Nellis Air Force Base; Eva Garcia---Mendoza Plaza, a 128---unit apartment building built in 1987 and sold to the former Clark County Housing Authority under the federal Resolution Trust Corporation program; as well as two mobile home parks developed in 1979 (with a recent addition) and 1984. About half of the AHP housing stock serves family households and half elderly households.

The AHP properties operate for the most part as conventional unrestricted housing. Some have recorded income restrictions based upon RTC regulations or the receipt of HOME or ARRA NSP funds. Two of the properties, Bassler/McCarran and Rulon Earl Mobile Home Park Phase II, carry conventional debt ($335,000 on Bassler/McCarran and $3.5 million on Rulon Earl Phase II). The rest of the properties are either debt free, or carry subordinate debt as a result of previous public funding.

[Source: Southern Nevada Regional Housing Authority]

MA-30 Homeless Facilities and Services – 91.210(c)

Introduction

This section describes facilities, housing and services that meet the needs of homeless persons in Southern Nevada.

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)					
Households with Only Adults					
Chronically Homeless Households					
Veterans					
Unaccompanied Youth					

Table 42 - Facilities and Housing Targeted to Homeless Households

Facilities and Housing Targeted to Homeless Households

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	888	96	281	559	40
Households with Only Adults	1954	505	824	1608	61
Chronically Homeless Households	0	0	0	734	48
Veterans	1	0	349	976	0
Unaccompanied Youth	67	0	123	62	50

Table 43 - Facilities and Housing Targeted to Homeless Households

- Unaccompanied youth number are all 18-24 year old beds as reflected in the HIC

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons

The CoC providers have increased the income for 15% of the clients thru non-employment financial benefits. Out of the 1,176 CoC funded beds reported the CoC wide APR July 1, 2012-June 30, 2013, 455 of those are Permanent Supportive Housing (PSH) adults of which 325 had benefits upon entry to the PSH program, thus their income is unlikely to increase. The CoC providers will expand their use of SOAR to connect clients to SSI/SSDI benefits. A SOAR Coordinator will be hired with SAMHSA grant monies. This person will continue trainings, case management support, liaison with SSA and DDS and provide monitoring on outcomes.

Mainstream Programs Basic Training will continue to have a session focused on connection to income sources other than employment. The providers will continue to pursue financial benefits from all eligible resources for their clients. The SNH CoC working subgroup will monitor the progress being made toward this objective during their quarterly review of the APR's and performance reports generated from HMIS.

The CoC providers have met HUD's established goal of 20% of clients securing employment at exit. This achievement is significant given that Las Vegas has been saddled with an unprecedented high unemployment rates for the last several years. Despite the lack of jobs in the county, providers have assisted clients leaving their supportive housing projects to obtain jobs. In the next 12 months, the CoC EWG, SNH CoC Board and CoC providers will continue to build working relationships and partnerships with job readiness and employment/training programs. Homeless clients will be job ready should economic upturn occur.

The CoC continues to expand relationships with Workforce Connections, the Workforce Investment Act service provider, and encourage their participation as an active member in the CoC.

The CoC providers, according to the Annual Progress Report from HMIS, have a 63% success rate of connecting clients to non-cash mainstream benefits upon exit. Mainstream Programs Basic Training (MPBT) is held 9 times a year for 3 hours to address barriers and identify training needs, ensuring that all providers have access to information on enrolling clients in mainstream programs as well as what constitutes an appropriate referral. Each session focuses on a sub-population of clients and their needs. The 2014 schedule is as follows; Medical and Affordable Care Act (2/26); Behavioral Health (3/26); Families (4/23); Income Supports (5/28); Veterans (6/25); Housing (7/23); LGBT/Domestic Violence (8/27); Seniors (9/24); and Youth and young adults (10/22). A SOAR Coordinator will be hired with SAMHSA grant monies. This person will continue trainings, case management support, liaison with SSA and DDS and provide monitoring on outcomes.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

Attached are four spreadsheets outlining the availability of services and facilities by type of household. Southern Nevada has a shelter and transitional housing system. However, there is a continuing need for Permanent Housing and Permanent Supportive Housing. The description of how these facilities and services address the needs of the homeless population is outlined in the Needs Assessment, SP-40.

Southern Nevada Continuum of Care
Permanent Supportive Housing Inventory

Organization Name	Project Name	Total Beds
Catholic Charities	Homeless to Homes	75
Clark County Social Service	New Beginnings	130
Family Promise	Community Partnership fo Opening Doors	21
Family Promise	Promises to Keep Housing	45
Freedom House Sober Living	Freedom House	110
HELP of Southern Nevada	A New Start	74
HELP of Southern Nevada	HELP them HOME	30
New Genesis	HOPE Project	17
Salvation Army/ Nevada Hand	Horizon Crest Apts	12
Southern Nevada Adult Mental Health Services	Dual Success	38
Southern Nevada Adult Mental Health Services	Group Homes	361
Southern Nevada Adult Mental Health Services	HUD I, II, III & IV	237
Southern Nevada Children First	Paradise	12
Southern Nevada Regional Housing Authority	VASH Housing Choice Vouchers	877
St. Jude's Ranch	New Crossings HUD	40
US Vets	CHAMPS PH	13
US Vets	Disabled Vets 2	44
US Vets	SHP-Disabled Vets	9
US Vets	Transition in Place (TIP)	25
Westcare	HCCP	44
Women's Development Center	Housing Stability for Families	38
Women's Development Center	Re-entry Housing Services	16
	Total	2268

Source: SNRPC Regional Initiatives Office

Southern Nevada Continuum of Care
Safe Haven Inventory

Organization Name	Project Name	Total Beds
Westcare	Safe Haven	25
	Total	25

Source: SNRPC Regional Initiatives Office

Southern Nevada Continuum of Care
Transitional Housing Inventory

Organization Name	Project Name	Total Beds
HELP Las Vegas Corp.	GPD HELP @ Bonanza	75
HELP of Southern Nevada	Shannon West Homeless Youth Center-SA	8
HELP of Southern Nevada	SWHYC HUD TH	28
HELP of Southern Nevada	SWHYC TH Non HUD Funded	8
HELP of Southern Nevada	TBRA-A New Path	45
HELP USA	GPD HELP Genesis	85
HopeLink/HACA	COH-Henderson	18
HopeLink/HACA	Special Supportive Housing	42
Nevada Community Associates	E.I.G.H.T.-TH	8
Nevada Partnership for Homeless Youth	Independent Living	16
Nevada Partnership for Homeless Youth	TLP ILP	4
New Genesis	Transitional Housing	28
salvation Army	Lied Vocational Training Center-2nd floor	98
Southern Nevada Adult Mental Health Services	Pathways	42
Southern Nevada Adult Mental Health Services	Total Recovery Program	27
Southern Nevada Children First	Living Beyond	8
Southern Nevada Children First	Moving Forward, Dare to Dream--Phase 2	26
St. Jude's Ranch	Crossings	15
St. Jude's Ranch	New Crossings	10
St. Vincent	St Vincent HELP Apartments	120
The Key Foundation	The Key Foundation	8
The Shade Tree	GPD-TH	2
The Shade Tree	Homeless to Home (HtH)	37
The Shade Tree	Transitional Housing non HUD	111
US Vets	CHAMPS TH	10
US Vets	GPD Veterans in Progress	118
Women's Development Center	Transitional Housing	43
Women's Development Center	Transitional Housing Private Funded	24
	Total	1064

Source: SNRPC Regional Initiatives Office

Southern Nevada Continuum of Care
Emergency Shelter Inventory

Organization Name	Project Name	Year-Round Beds	Total Seasonal Beds	Overflow Beds	Total Beds
Catholic Charities	Night Shelter	160	180	157	497
Catholic Charities	Residential Work Program	65	0	0	65
Clark County Social Service	Financial Assistance Service (FAS)	1903	0	0	1903
Emergency Aid of Boulder City	Emergency Shelter	0	2	0	2
Family Promise	Sheltering	14	0	0	14
HELP of Southern Nevada	O.U.T.R.E.A.C.H.	5	0	0	5
HELP of Southern Nevada	Shannon West Homeless Youth Center ES	16	0	0	16
HELP of Southern Nevada	SWHYC-Outreach	5	0	0	5
HopeLink/HACA	ESG Housing	13	0	0	13
HopeLink/HACA	Inclement Weather	0	4	0	4
Las Vegas Rescue Mission	Emergency Shelter	164	0	0	164
Living Grace Homes	Phase II	8	0	0	8
Living Grace Homes	Transitional Housing	8	0	0	8
Nevada Community Associates	EIGHT Rapid Rehousing	15	0	0	15
Nevada Partnership for Homeless Youth	Emergency Shelter	4	0	0	4
Safe House	Victims of domestic Violence Shelter	42	0	0	42
Safe Nest	Emergency Shelter	86	0	0	86
Salvation Army	GPD VA contract beds	51	0	0	51
Salvation Army	Overnight/Men/Women/Personal Safety/EFSP	196	105	0	301
Southern Nevada Adult Mental Health Services	Utopia	21	0	0	21
The Shade Tree	Emergency Housing	25	0	0	25
The Shade Tree	Emergency Shelter	133	30	50	213
The Shade Tree	Inclement Weather	0	15	0	15
The Shade Tree	OVerflow	0	0	25	25
Westcare	CC Family Services Shelter	5	0	0	5
Westcare	Crisis Triage Center	36	0	0	36
Westcare	ESG Youth	6	0	0	6
Westcare	HCHV/EH Empowering Women Warriors	1	0	0	1
Westcare	Youth Emergency Shelter	15	0	0	15
	Total	2997	336	232	3565

Source: SNRPC Regional Initiatives Office

MA-35 Special Needs Facilities and Services – 91.210(d)

Introduction

In the past two years the Las Vegas Transitional Grant Area (TGA) has experienced a 12 % increase in HIV/AIDS diagnosis. We know that approximately 29% of the current HIV/AIDS population is receiving Ryan White services. Of the clients being served, 20% are unstable and need assistance. If we apply that to the entire population, then 1,562 households need assistance. The City will conduct more extensive surveys to determine if clients need TBRA, STRMU or permanent affordable housing. This leads to a need of 383 households with some type of rental assistance. We will be actively surveying those infected and affected to learn more about their needs.

Currently there are 40 permanent affordable rental units which are operated by three Project Sponsors, 20 (12 Section 8 811 and 8 HOPWA) are owned and operated by Aid For Aids of Nevada (AFAN), 12 are scattered site units owned and operated by Golden Rainbow, and Women's Development Center (WDC) provides between 12 and 15 set-aside scattered site units as funding permits. These numbers point to a serious lack of dedicated housing for this population. Less than 1% of the very low income clients are receiving this type housing assistance. AFAN provides Tenant Based Rental Assistance to 36 households and STRMU to 160 households. These also equal to less than 1% of the population.

Las Vegas is closely monitoring anticipated changes with the implementation of the Affordable HealthCare Act, and will explore potential to leverage services for homeless and special populations in conjunction with supportive services that may come with HCA funding.

Information on special needs facilities and services targeted to specific population groups identified in this section include: the elderly, frail elderly, persons with disabilities (including mental, physical, and developmental), persons with alcohol or other chemical dependency, persons with HIV/AIDS and their families, public housing residents, and youth and young adults.

HOPWA Assistance Baseline Table

Type of HOWA Assistance	Number of Units Designated or Available for People with HIV/AIDS and their families
TBRA	36
PH in facilities	28
STRMU	135
ST or TH facilities	0
PH placement	93

Data Source: HOPWA CAPER and HOPWA Beneficiary Verification Worksheet

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

The supportive services needs of each subset of our Non-Homeless Special needs population mirror one another. Among all groups, access to affordable, reliable transportation services is a top priority.

Aging in place and independent living are priorities of both the recipient population and care providers, with in home care being a high priority. Several national studies show that aging in place and in home care are more financially feasible and comfortable for the aging population and the population of people needing supportive services.

The Southern Nevada Regional Housing Authority (SNRHA) provides all public housing in the Clark County area. Currently they have 1708 units set aside for seniors, 2474 units for families and 60 units that are handicapped accessible. The SNRHA has an extensive waiting list for most of their properties. There are 998 families with disabilities on the Public Housing waiting list. According to the SNRHA Public housing residents require integrated services to assist them in removing barriers and achieving self-sufficiency or aging in place. Some of those services are as follows:

- Case management
- Educational, vocational services
- Medication management and counseling for seniors
- Assistance in gaining access to government benefits
- Referrals to medical, mental health care and treatment for alcohol and substance abuse treatment
- Domestic violence awareness and prevention
- Resources for legal support
- Nutritional education and access to health food
- Child care services and positive youth activities
- Homemaker services for seniors
- Social engagement
- Neighborhood safety services e.g. Neighborhood Watch
- Local and convenient access to all services

The city of Las Vegas runs the HOPWA program for the Clark County area, providing housing assistance and supportive services for people living with AIDS. Rental, mortgage and utility assistance are the top three housing resources that are offered through this program. 50% of program participants utilized the short term rental/mortgage/utility assistance through this program. Supportive services offered under HOPWA address needs like food and transportation, two of top supportive services needs for people living with HIV/AIDS. Currently there are 40 permanent affordable rental units which are operated by three Project Sponsors, 20 are owned and operated by Aid For Aids of Nevada (AFAN), 12 are scattered site units owned and operated by Golden Rainbow, and Women's Development Center (WDC) provides between 12 and 15 set-aside scattered site units as funding permits. These numbers point to a serious lack of dedicated housing for this population. Less than 1% of the very low income clients are receiving this type housing assistance. AFAN provides Tenant Based Rental Assistance to 36 households and STRMU to 160 households. These also equal to less than 1% of the population.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

In Las Vegas, the Continuum of Care is the largest coordinator of re-entry services. They have several strategic partnerships with organizations throughout Clark County to ensure that special needs populations are returning from mental and physical health institutions.

Within the CoC there is an MOU between WestCare Nevada and the following hospitals: Boulder City, Centennial Hills, Desert Springs, Sunrise, Mountain View, Dignity Health Care, Spring Valley,

Summerlin, Valley, North Vista and University Medical Center of SN as well as Southern Hills Medical Center, Clark County and the Cities of Las Vegas, North Las Vegas and Henderson to provide funds to WestCare for the operation of its Community Triage Center. This agreement allows for the provision of emergency room diversions for persons without a medical issue, who are in need of substance abuse or mental health treatment.

The CoC works closely with Southern Nevada Adult Mental Health Services (SNAMHS), Mojave Mental Health and WestCare to ensure those exiting institutional mental health services have access to housing and ongoing treatment. SNAMHS utilizes a variety of group housing placements that are all SAPTA certified programs. Whenever feasible, they work diligently to reconnect clients with family.

The Nevada Department of Corrections (NDOC) discharge policy states that Correctional facilities will enter into contracts to provide the following services, to offenders or parolees participating in a program: transitional housing; treatment for substance abuse or mental health; life skills training; vocational rehabilitation and job skills training; and any other services required by offenders or parolees who are participating in a program. The NV Re-entry Task Force is tasked to support offenders returning to its communities by providing increased economic and housing stability. A Statewide Re-entry Coalition is responsible for developing strategies and direct resources toward prisoner reentry, in an effort to prevent discharges into homelessness; the CoC has representation on this coalition. Clark County Detention Center has a staff person dedicated to re-entry. They work closely with SNAMHS for those who are severely mentally ill.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City proposes to provide disabled families with rental assistance and elderly households with accessibility improvements to allow them to remain in their homes, and will continue to support Tenant Based Rental Assistance for Persons with HIV/AIDS through the HOPWA program.

The City will fund other types of public services to special needs populations, such as transportation, Alzheimer's information/outreach, case management, rehabilitation and minor repairs for home owners, and home delivered food boxes for the elderly.

Counseling will be offered to victims of sexual assault or violence, visually impaired adults will receive job training and life skills. Disabled families will receive rental assistance and supportive services.

Case management, homeless prevention services and emergency rental assistance for persons at risk of homelessness, will also be provided.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

The City will fund other types of public services to special needs populations, such as transportation, Alzheimer's information outreach, case management, rehabilitation and minor repairs for home owners, and home delivered food boxes for the elderly.

Counseling will be offered to victims of sexual assault or violence, visually impaired adults will receive job training and life skills. Disabled families will receive rental assistance and supportive services.

Case management, homeless prevention services and emergency rental assistance for persons at risk of homelessness, will also be provided.

MA-40 Barriers to Affordable Housing – 91.210(e)

Negative Effects of Public Policies on Affordable Housing and Residential Investment

Barriers to affordable housing can include land use control, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affect the return on residential investment. Potential regularity barriers for Las Vegas, Nevada are identified in HUD's Regulatory Barriers Clearinghouse database. These are listed below:

Topics: Zoning, Land Development, Construction and Subdivision Regulations

1. Missed Opportunity: Transit and Jobs in Metropolitan America (10 cities and 25 states were also listed)

   Barrier: There is implicit recognition that low-density development can negatively impact access to public transportation, jobs, and housing affordability.

   Solution: The authors of this report recommend that municipalities integrate access to jobs in transit-related policy decisions.

2. Zoning Ordinance

   Barrier: Restrictive zoning ordinances sometimes contain no provisions for home occupations or accessory dwelling units.

   Solution: Las Vegas allows accessory dwelling units, home occupations, and the conversion of nonconforming uses within the City.

   The city of Las Vegas allows accessory dwelling units (19.12.070 Accessory Structure) and home occupations (19.16.180).

Topics: Sustainable Communities

3. Missed Opportunity: Transit and Jobs in Metropolitan America

   Barrier: The authors of this report recognize that there are growing challenges and concerns related to sustainable economic development, specifically access to employment opportunities.

   Solution: The authors analyze 100 of the nation's largest metropolitan areas for emerging trends based on transit, income, and employment data of these areas, discussing implications, as well as offering solutions, such as public transit projects.

The Office of Community Services is working with City Departments to address the barriers listed in the Regulatory Barriers Clearinghouse and the suggestions provided in the *Regional Analysis of Impediments to Fair Housing 2015 (RAI).* The City is expected to adopt the in 2015.

MA-45 Non-Housing Community Development Assets – 91.215 (f)

Introduction

With almost 41 million visitors in 2014, Southern Nevada is one of the most frequently visited destinations in the United States. This activity has centered in the core of the region, which has seen the most investment in tourist infrastructure on the Las Vegas Strip and in Downtown Las Vegas. In the past decade, revenues have shifted not only to different subsets of the hospitality industry, but also to tribal gaming and abroad. Regional stakeholders are interested in strengthening the existing tourism core while also attracting diverse and dynamic businesses from other economic sectors.

This section outlines the city of Las Vegas' economic sectors where job opportunities exist and future opportunities are expected. Several recent studies were conducted in an effort to better understand the economic situation in Clark County and plan for future growth. Southern Nevada Strong conducted an economic analysis of Southern Nevada in 2012, the Brookings Institution published Unify, Regionalize, Diversify in 2012, and LVGEA developed the Community Economic Development Strategy (CEDS) in 2013 Opportunities for future economic development have been identified in non-hospitality sectors that include business and IT ecosystems, logistics, research and development, defense and unmanned aerial systems, medical tourism, and clean energy.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	543	24	0	0	0
Arts, Entertainment, Accommodations	66,344	35,076	34	23	-11
Construction	10,154	4,791	5	3	-2
Education and Health Care Services	22,389	28,406	11	18	7
Finance, Insurance, and Real Estate	12,178	14,014	6	9	3
Information	2,867	3,520	1	2	1
Manufacturing	5,118	1,727	3	1	-1
Other Services	5,830	6,135	3	4	1
Professional, Scientific, Management Services	15,413	15,037	8	10	2
Public Administration	0	0	0	0	0
Retail Trade	25,507	26,878	13	17	4
Transportation and Warehousing	7,762	4,045	4	3	-1
Wholesale Trade	6,161	3,494	3	2	-1
Total	180,266	143,147	--	--	--

Table 44 - Business Activity

Data Source: 2007-2011 ACS (Workers), 2011 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	296,626
Civilian Employed Population 16 years and over	263,442
Unemployment Rate	11.19
Unemployment Rate for Ages 16-24	25.12
Unemployment Rate for Ages 25-65	7.77

Table 45 - Labor Force

Data Source: 2007-2011 ACS

Employment Status, civilian population 16+ years of age

	2010	2013
Civilian Labor Force	283,566	299,318
Employed	255,382	257,793
Unemployment rate	9.9%	13.9%
Unemployment Rate Age 16 to 24	17.8%	24.4%
Unemployment Rate Age 25 to 64	8.6%	12.2%

Data Source: City of Las Vegas

Occupations by Sector	Number of People
Management, business and financial	48,773
Farming, fisheries and forestry occupations	11,994
Service	35,197
Sales and office	66,568
Construction, extraction, maintenance and repair	26,503
Production, transportation and material moving	12,421

Table 46 – Occupations by Sector

Data Source: 2007-2011 ACS

Occupation, civilian population 16+ years of age

	2010	2013
Management, Business, Science, Arts	73,653	71,005
Services	72,367	76,259
Sales and Office	67,689	65,017
Natural Resources, Construction, Maintenance	30,439	22,645
Production, Transportation, Material Moving	23,074	22,867
Civilian employed population 16+ years of age	267,222	257,793

Data Source: City of Las Vegas

Travel Time

Travel Time	Number	Percentage	Travel Time	Number	Percent
< 30 Minutes	158,940	63%	< 30 minutes	209,010	67.6%
30-59 Minutes	81,036	32%	30 - 59 minutes	87,310	28.2%
60 or More Minutes	12,327	5%	60 minutes or more	12,925	4.2%
Total	***252,303***	***100%***	Total	309,245	100.0%

Table 47 - Travel Time

Data Source:2007-2011 ACS

Data Source: City of Las Vegas

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	33,090	5,814	16,971
High school graduate (includes equivalency)	59,659	7,852	20,826
Some college or Associate's degree	70,916	7,668	19,771
Bachelor's degree or higher	54,985	2,876	9,530

Table 48 - Educational Attainment by Employment Status

Data Source: 2007-2011 ACS

Educational Attainment by Employment Status

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	30,666	6,307	17,051
High school graduate (includes equivalency)	68,311	9,898	21,799
Some college or Associate's degree	81,350	9,971	20,963
Bachelor's degree or higher	56,641	3,582	10,080

Data Source: City of Las Vegas

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	2,232	7,099	7,167	10,850	5,844
9th to 12th grade, no diploma	11,773	11,599	8,739	10,421	7,908
High school graduate, GED, or alternative	19,638	23,235	25,008	40,222	22,471
Some college, no degree	14,149	20,099	20,108	36,468	16,543
Associate's degree	1,796	5,498	6,165	10,915	3,229
Bachelor's degree	2,214	11,475	12,603	20,682	8,084
Graduate or professional degree	140	3,890	6,533	12,825	5,746

Table 49 - Educational Attainment by Age

Data Source: 2007-2011 ACS

Educational Attainment by Age

	18 - 24 yrs	25-34 yrs	35 - 44 yrs	45 - 64 yrs	65+ yrs
Less than 9th grade	1,290	5,784	6,918	10,687	6,353
9th to 12th grade no diploma	12,033	10,870	8,581	11,184	7,940
High school graduate (includes equivalency)	19,730	23,993	24,226	42,017	22,644
Some college, no degree	16,894	20,998	19,870	37,158	18,440
Associate's degree	1,888	6,373	6,206	12,642	3,835
Bachelor's degree	2,057	11,930	12,286	20,707	9,578
Graduate or professional degree	235	3,754	6,288	12,483	6,411

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	$24,630
High school graduate (includes equivalency)	$29,558
Some college or Associate's degree	$36,444
Bachelor's degree	$48,104
Graduate or professional degree	$66,068

Table 50 – Median Earnings in the Past 12 Months

Data Source: 2007-2011 ACS

Median Earnings by Educational Attainment

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	$23,946
High school graduate (includes equivalency)	$27,770
Some college or Associate's degree	$34,001
Bachelor's degree	$47,847
Graduate or professional degree	$64,080

Data Source: City of Las Vegas

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

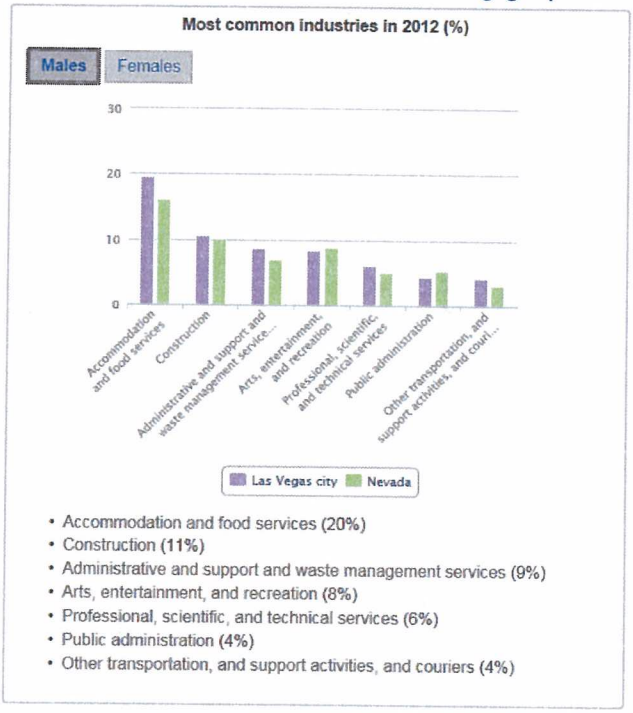
The city of Las Vegas is an iconic city with world-wide recognition. It is no wonder that a city based on entertainment reflects that in the employment sectors. According to HUD's records, Arts, Entertainment, Accommodations is the City's major employment sector (37% of workers) followed by Retail Trade (14%) and Education and Health Care Services (12%). According to the UNLV Center for Business and Economic Research (CBER), tourism and hospitality support one in every 11 jobs in the region and generates more than $9 billion in gaming revenue to the economies of the cities in Clark County. More than 22,000 conventions and meetings brought in more than 5 million convention delegates to Las Vegas in 2013 and generated more than $6 billion to the economy. With more than 150,000 hotel rooms, Las Vegas is one of the largest convention and resort destinations in the United States and attracts 40 million visitors annually. Southern Nevada is also headquarters for the world's two largest Fortune 500 gaming companies, Harrah's Entertainment and MGM Resorts International. The county is home to the world's largest concentration of firms in the gaming machinery and technology sectors.

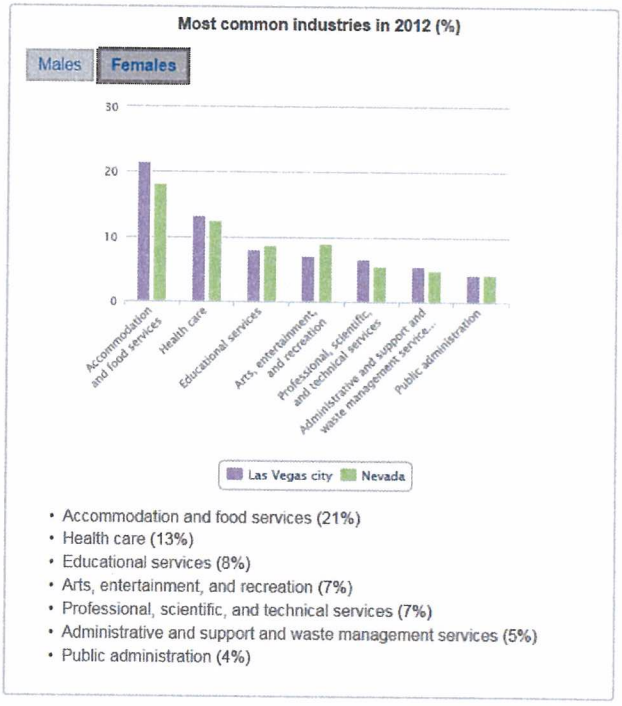
Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	543	24	0	0	0
Arts, Entertainment, Accommodations	66,344	35,076	34	23	-11
Construction	10,154	4,791	5	3	-2
Education and Health Care Services	22,389	28,406	11	18	7
Finance, Insurance, and Real Estate	12,178	14,014	6	9	3
Information	2,867	3,520	1	2	1
Manufacturing	5,118	1,727	3	1	-1
Other Services	5,830	6,135	3	4	1
Professional, Scientific, Management Services	15,413	15,037	8	10	2
Public Administration	0	0	0	0	0
Retail Trade	25,507	26,878	13	17	4

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Transportation and Warehousing	7,762	4,045	4	3	-1
Wholesale Trade	6,161	3,494	3	2	-1
Total	180,266	143,147	--	--	--

Table 51 - Business Activity

According to City-Data.com, in 2012 the most common industries in Las Vegas, NV by men and women are illustrated in the following graphs.





Describe the workforce and infrastructure needs of the business community:
The Comprehensive Economic Development Strategy (CEDS) prepared by TIP Strategies, Inc. for the Las Vegas Global Economic Alliance, outlines the workforce and infrastructure needs of the business community and is available at
http://www.lasvegasnevada.gov/files/Southern_NV_CEDS.pdf

The City's Economic and Urban Development Department identified the following infrastructure needs:

1. Fiber optic in Medical District
2. Water supply and cost
3. Need for physical, programmatic and institutional link between the Medical District and other downtown assets and developments

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job

and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

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. In response, the LVGEA developed the CEDS to help guide job and business growth opportunities.

The CEDS identified five key target sectors for economic development:

1. Tourism, Gaming and Entertainment
2. Health and Medical Services
3. Business IT Ecosystems
4. Clean Energy
5. Logistics and Operations

To assist in the success of these plans, the city of Las Vegas needs to work with LVGEA and RTC to coordinate the RTC's Regional Transportation Plan, local government master plan updates and HUD funding with the Comprehensive Economic Development Strategy (CEDS). Bringing these planning processes together will help coordinate growth by aligning land use, transit and economic development activities to create a stronger community.

The City's Economic and Urban Development Department identified the following potential projects that would occur during the planning period.

- Project Neon
- Symphony Park
- Centennial Plan update / Downtown Master Plan
- Maryland Parkway improvement (Southern Nevada Strong)
- Downtown Project
- Interstate 11
- UNLV Medical School
- Cashman Field
- Unmanned Aircraft Systems
- Lack of capital to fund projects
- New Market Tax Credits
- Tourism Improvement District
- Zappos 10 acres
- Historic Westside School
- Fremont East

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The majority of the employment is in sectors where a high school education is adequate to obtain a job. However, Clark County's high school graduation rates are much lower than the national average, at 62% in 2014, compared to 80% nationally. Students score low in national reading and math assessments. Of those unemployed, the chart "Educational Attainment of Employed and Unemployed" indicates that 54% of the unemployed have a high school diploma or less.

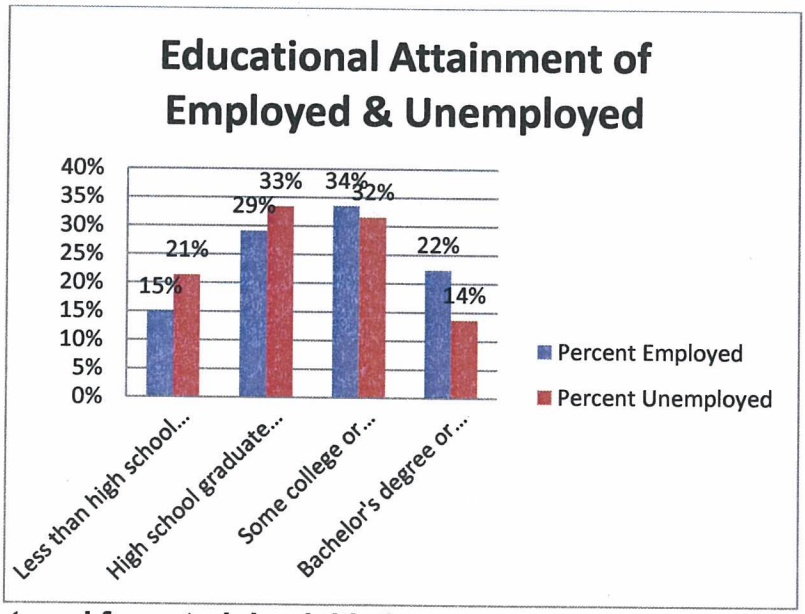
Educational Attainment by Employment Status

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	30,666	6,307	17,051
High school graduate (includes equivalency)	68,311	9,898	21,799
Some college or Associate's degree	81,350	9,971	20,963
Bachelor's degree or higher	56,641	3,582	10,080

Data Source: City of Las Vegas

In implementing the goals outlined in the CEDS, Southern Nevada needs to look into 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. These changes will require tremendous focus from both the government and business community based on existing conditions.

The Brookings Institution publication *Unify, Regionalize, Diversify: An Economic Recovery Development Agenda for Nevada* promotes raising standards throughout the K-12 system over the longer term; leveraging community colleges to deliver a skilled workforce; expanding research universities' role in workforce development; and reorganizing and re-energizing the state's workforce investment system. These actions should help the economy diversify by ensuring that the workforce of the future is readily available to employers.



Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Workforce Connections is Southern Nevada's Local Workforce Investment Board (LWIB). They are responsible for the operation of the One-Stop Delivery System in the Southern Nevada Local Workforce Investment Area. The One-Stop Career Center is located at 6330 W. Charleston in the city of Las Vegas. The One-Stop Career Center and One-Stop Delivery System partners provide access to computers for job searching, career counseling, assistance with writing a resume or learning how to interview for a job, intensive case management, supportive services for employment or training related activities, and funding to complete employer-recognized training and certification programs.

The College of Southern Nevada (CSN) (formerly Community College of Southern Nevada) has three main campuses in Las Vegas, North Las Vegas and Henderson and multiple sites and centers. Students can choose from 180 degree and certificate options in more than 100 areas of study, including over 25 degree and certificate programs available entirely online. The college is divided into 6 academic schools and the non-credit Division of Workforce & Economic Development, which provides workforce training, personal enrichment and customized business training opportunities for the community.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes, in the fall of 2012, Las Vegas Global Economic Alliance (LVGEA), the Governor's Office of Economic Development (GOED) and more than 300 community stakeholders from all over the region began work on a Comprehensive Economic Development Strategy (CEDS). The CEDS document includes demographic information, economic analyses, and information on the strategies and tactics that the LVGEA and its regional partners will use to develop new industry and diversify the economy in Southern Nevada. In writing this document, the community came together like never before to support economic development.
The CEDS was accepted by the U.S. Economic Development Administration in September of 2013.
http://www.lvgea.org/about/comprehensive-strategy/

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

Las Vegas is coordinating with the Consolidated Plan on the following economic development initiatives:

Arena/Event Center –Tourism & Conventions
Business Park Northwest – Logistics & Manufacturing
Business Start-Up / Business Development Program – Entrepreneurship Infrastructure
Cashman Center – Tourism& Conventions
Cleveland Clinic Expansion – Health Care
Conference Center / Civic Center – Tourism & Conventions
Cybersecurity (Regional) Center for Excellence – Business IT Ecosystems, Entrepreneurship Infrastructure
Digital Media Strategy – Business IT Ecosystems, Entrepreneurship Infrastructure
DowntownProject.com Support - Business IT Ecosystems, Entrepreneurship Infrastructure
E-commerce strategy – Business IT Ecosystems, Entrepreneurship Infrastructure
Incubator / Business Accelerator – Business IT Ecosystems, Entrepreneurship Infrastructure
International Trade marts – Tourism & Conventions, Logistics & Manufacturing
Jump Start Las Vegas – Entrepreneurship Infrastructure
Latin Corridor – Entrepreneurship Infrastructure

Medical District – Health Care
Symphony Park – Tourism & Conventions, Health Care

Discussion

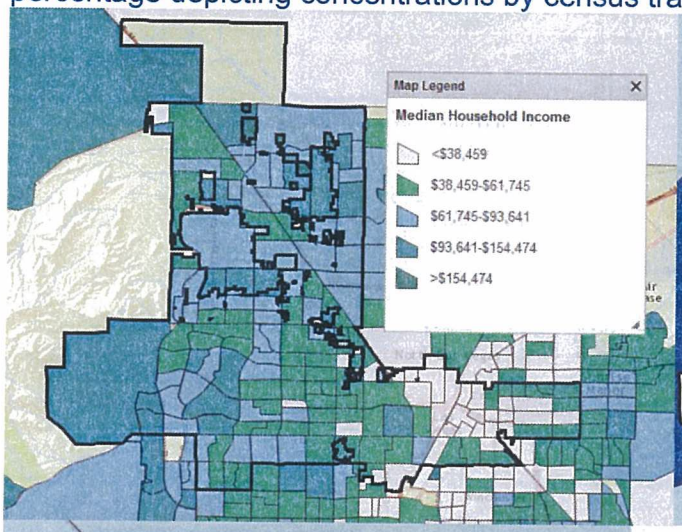
The heavy reliance on gaming and construction prior to the Great Recession, made the region vulnerable to greater impacts from the national downturn. The CEDS has identified the need to broaden opportunities for high-paying jobs by making substantial gains in educational attainment and fostering new target industries. Further, providing adequate transportation options for visitors and locals alike will help the region compete for business.

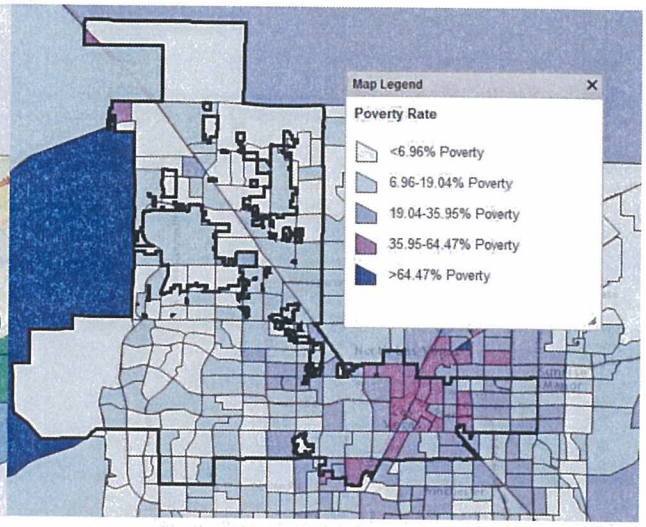
The city of Las Vegas does not plan to use CDBG funds directly for economic development. Housing, education, senior, youth, and homeless programs are the City's main focus for the next five years, of which economic development will likely be a secondary outcome.

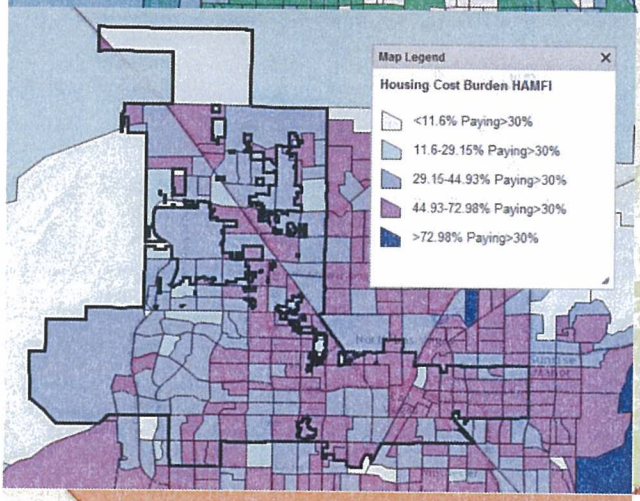
MA-50 Needs and Market Analysis Discussion

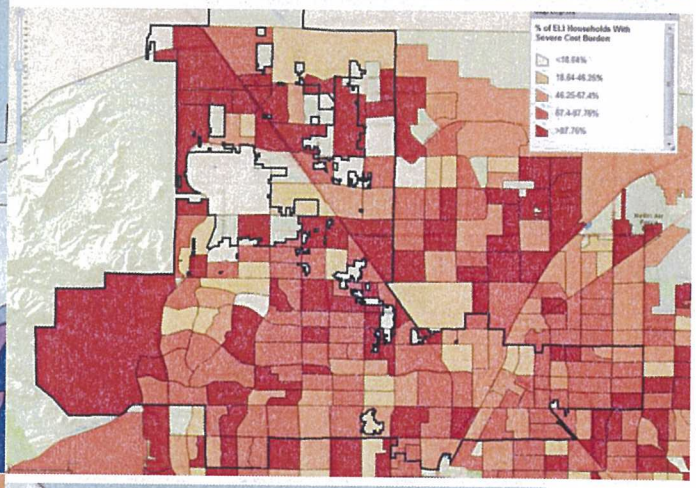
Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

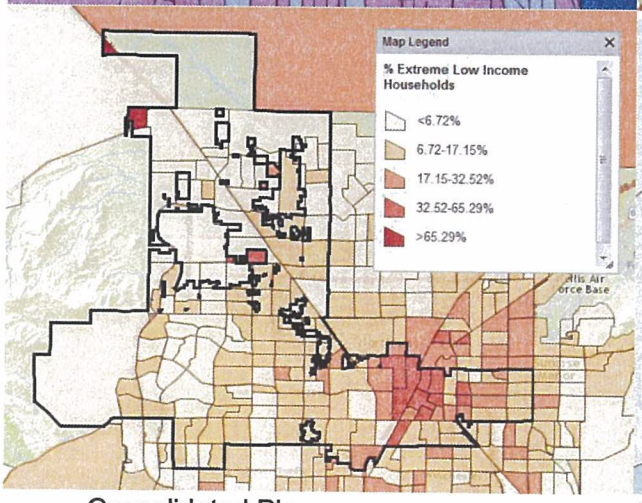
Much of the City's older and mature areas in the Downtown area seem to have the highest concentrations of households with multiple housing problems. Each map legend indicates the percentage depicting concentrations by census tract.

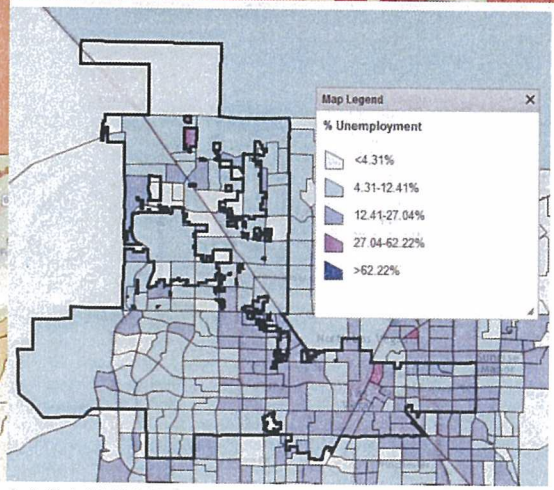








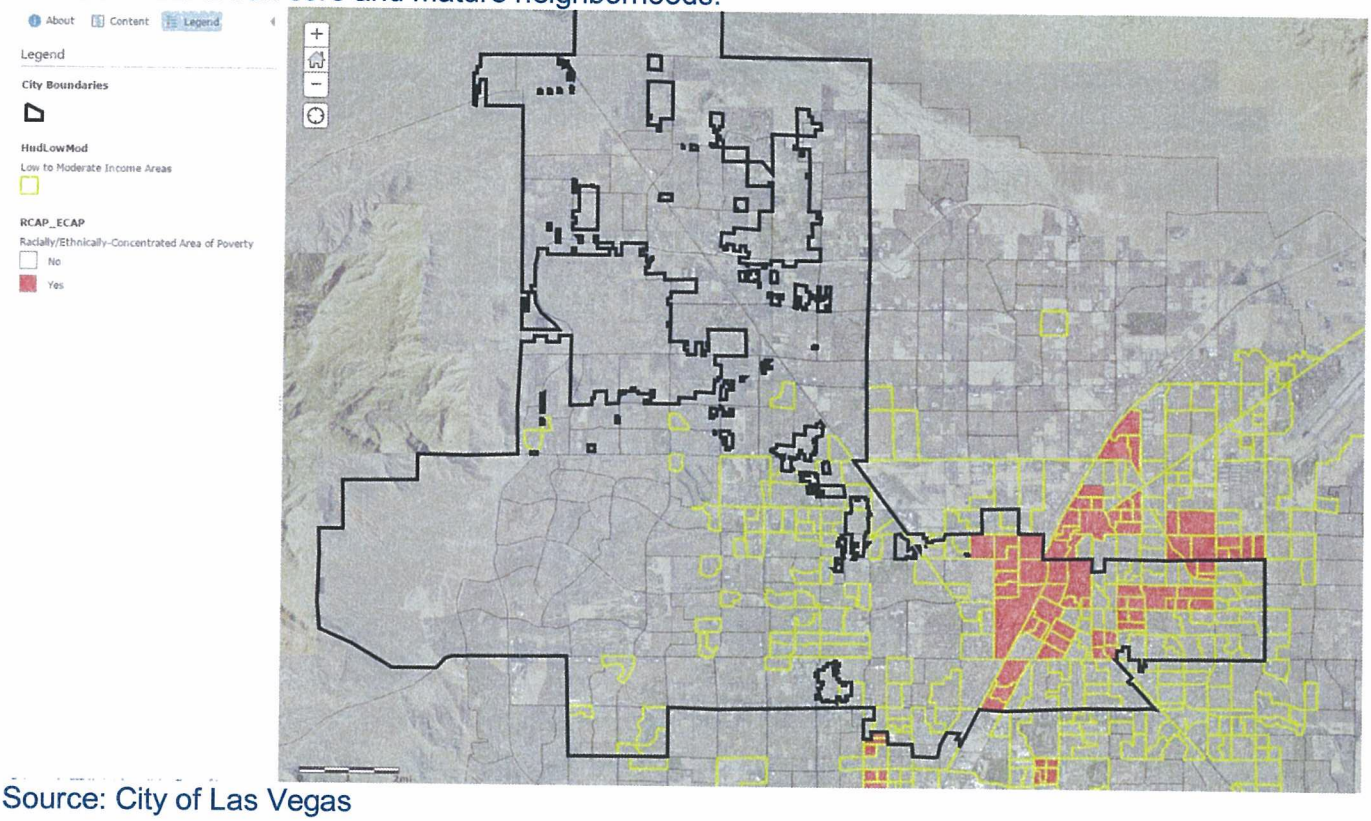




Source: CPD Maps

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

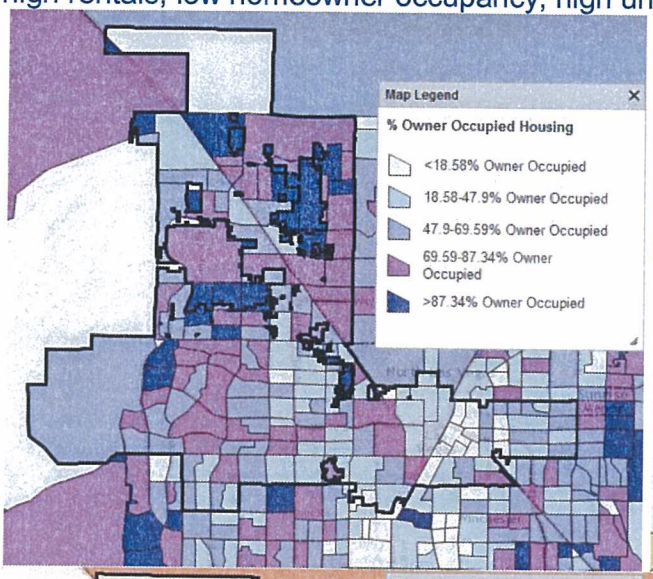
The majority of areas in the City where racial, ethnic, and low-income families are concentrated are located in the urban core and mature neighborhoods.

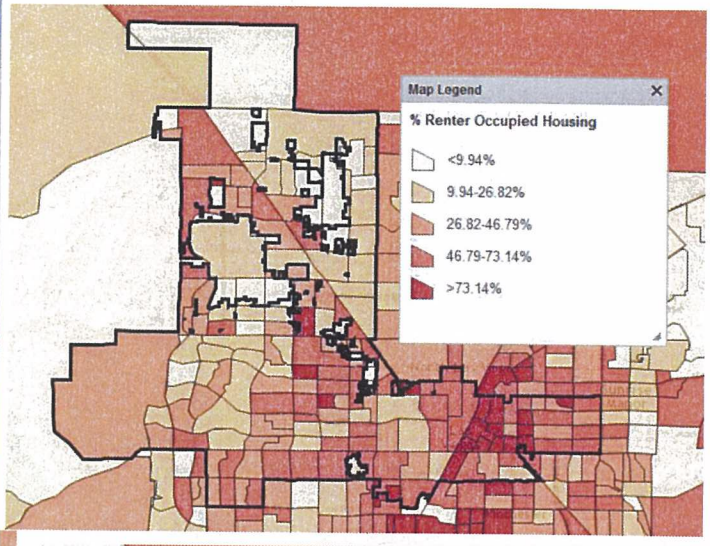


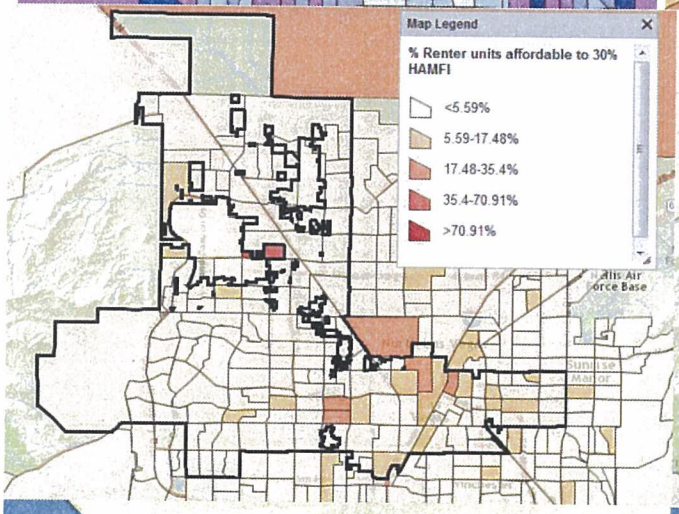
Source: City of Las Vegas

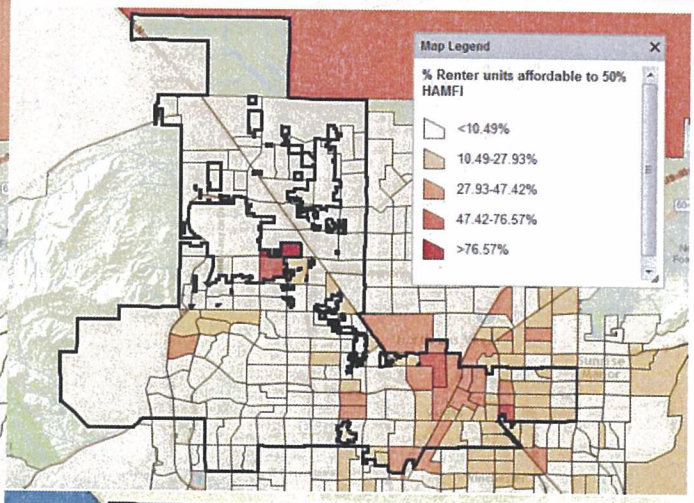
What are the characteristics of the market in these areas/neighborhoods?

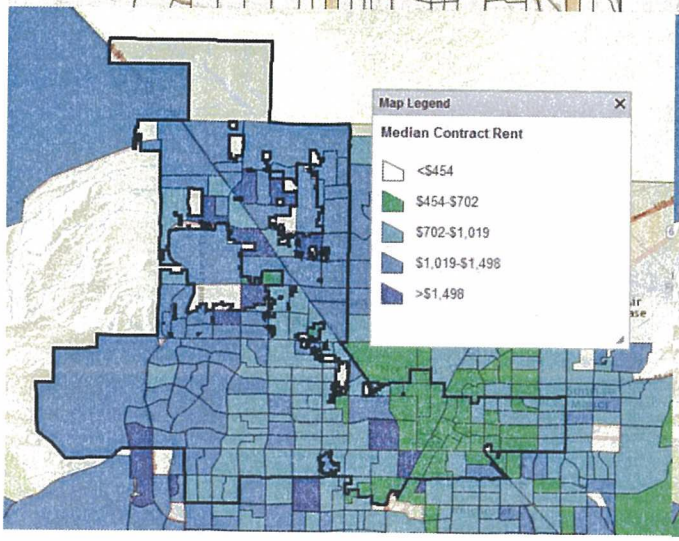
The characteristics in the majority of these areas are low performing schools, mature neighborhood, high rentals, low homeowner occupancy, high unemployment, and high poverty.

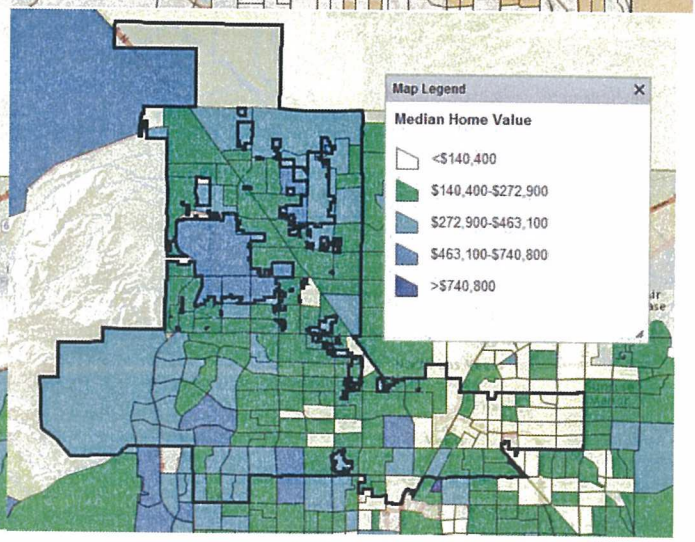








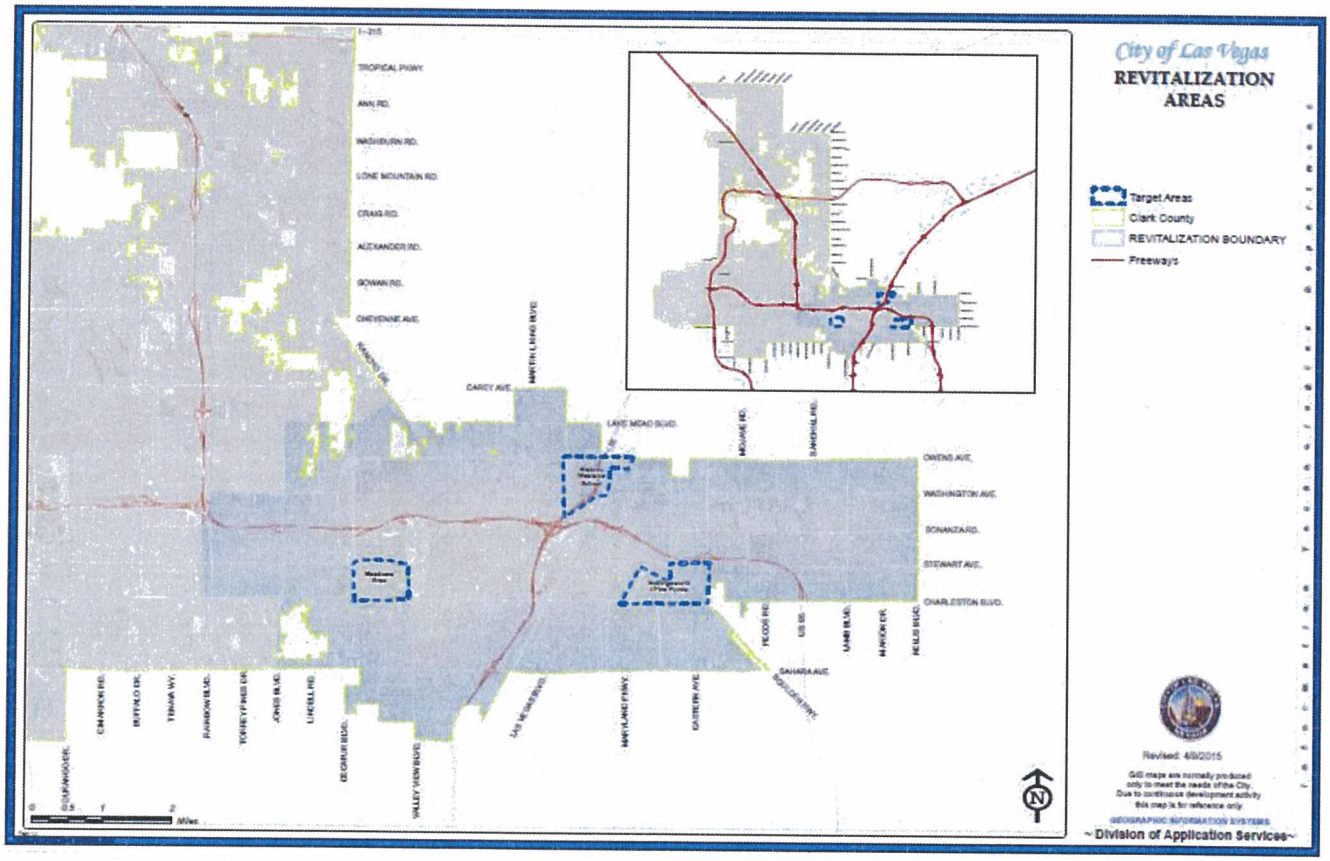




Source: CPD Maps

Are there any community assets in these areas/neighborhoods?
Many of these areas do have community assets, including community centers, churches, and parks. [Insert Map]

Are there other strategic opportunities in any of these areas?
There are several strategic opportunities occurring in these same areas including: Downtown Achieves, City Neighborhood Revitalization Areas, and City walkable community plans. These initiatives are part of the Target Areas in the map below.



Source: City of Las Vegas

Strategic Plan

SP-05 Overview

Strategic Plan Overview

This section contains the Strategic Plan for housing and community development that will guide the city of Las Vegas's investment of Community Development Block Grant (CDBG), HOME, HOPWA, ESG, and LITHF funding during the 2015-2020 planning period. The city of Las Vegas's priority needs, goals and deliverables (production goals) were developed directly through priority needs identified through extensive research and outreach, including: HUD 2010 CHAS Data, the Census Bureau's American Community Survey, updated reports and surveys regarding housing sales and development, comments from citizen participation meetings, City Council priorities (Citywide Strategic Plan), City reports/studies, and discussions with housing and service providers. Priority needs were identified in five categories: homelessness; youth (with an emphasis on education); special needs (including people with HIV/AIDS) and low/mod income public services; affordable housing, and community facilities, infrastructure, and improvements. All needs and goals were identified through the context of eligible uses of HUD federal funds. The City will use its available CDBG, HOME, HOPWA, ESG, and LITHF resources to fund activities that will achieve the goals and address the priority needs identified in the plan.

Additionally, the city will utilize part of its Redevelopment Set Aside funds to assist projects/programs that provide housing and shelter.

Our Vision: A world-class, vibrant, affordable, economically and ethnically diverse, progressive city where citizens feel safe, enjoy their neighborhoods and access their city government.

SP-10 Geographic Priorities – 91.215 (a)(1)

Geographic Area

Table 52 - Geographic Priority Areas

[Insert Map]

The City is not currently using formal HUD Geographic Priority Areas.

The City will continue to rely on low income census tracts and block groups in addition to other data supplied by HUD and City data to determine the areas of greatest need to concentrate services. Currently, funds are allocated citywide providing low income residents across the Las Vegas Valley the opportunity to apply for much needed services. The City has six Wards and targets Wards 1, 3 and 5 due to their concentration of low income residents.

The HOPWA program targets the Paradise EMSA as the city is the Entitlement agency for those funds which encompasses all of Clark County.

The City is in development stages for applying for Neighborhood Revitalization Strategy Areas (NRSA). We hope to have them on-line by year 3 of the Consolidated Plan. The city utilizes three geographic areas for its education initiatives in order to track the impact of the programs. It is hoped that these pilot areas will become examples of how to replicate their success across the valley.

Innovations in Education includes the following three geographic areas which are mapped in this document: Hollingsworth/Five Points, Historic Westside School Neighborhood, and Meadows Mall Area.

The City is currently concentrating its homeless programs and funding sources in the Downtown Area, which is bounded by: Charleston, Martin L. King, Maryland, and Owens with an emphasis on the Corridor of Hope and Fremont Street.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 53 – Priority Needs Summary

1	**Priority Need**	**Homelessness**
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Large Families Families with Children Elderly Frail Elderly Chronic Homelessness Individuals Mentally Ill Chronic Substance Abuse Veterans Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Unaccompanied Youth
	Geographic Areas Affected	Citywide, Urban Core, City Neighborhood Revitalization Strategy Areas
	Associated Goals	Prevent and End Homelessness
	Description	Extensive information on the nature and extent of homelessness is available in detail in the 2014 Southern Nevada Homeless Census and Survey, available on the http://www.HELPHOPEHOME.ORGwebsite. The 2014 Southern Nevada PIT Count indicates that between 2013 and 2014, the total number of homeless persons increased from 7,355 to 9,417, respectively. The number of unsheltered homeless persons (including the hidden homeless population) increased from 4,435 to 5,468 respectively during this time period. It is estimated that 36,718 members of the Southern Nevada population experience homelessness

		annually. The annual estimate of homelessness in Southern Nevada represents approximately 1.9% of the total population of Southern Nevada. This priority need covers both facilities and public services.
	Basis for Relative Priority	After broad community and stakeholder outreach, it was clear that assisting the homeless and those at-risk of homelessness is a community priority which is also substantiated by quantitative data in the Needs Assessment and Market Analysis
2	Priority Need	**Educational Enrichment**
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Middle Income Large Families Families with Children Public Housing Residents Chronic Homelessness Veterans Victims of Domestic Violence Unaccompanied Youth Persons with Mental Disabilities Persons with Developmental Disabilities Non-housing Community Development
	Geographic Areas Affected	Citywide, Urban Core, City Neighborhood Revitalization Strategy Areas
	Associated Goals	Provide educational enrichment services and supportive programs
	Description	Data supports that Nevada ranks consistently low in Education. A child growing up in Nevada has the lowest chance for academic success in the country, according to a national study. The 2014 Quality Counts report graded Nevada a "D" on its "chance for success index," the lowest possible rating. The national average on the index was "C+." The Silver State scored at the bottom of the nation in terms of students' "chance for success," according to the report. When the "chance for success" index was introduced in 2007, Nevada ranked 43rd; its ranking the past five years has been 51st. If our children are growing up to become adults with poor educational foundations, then the cycle of poverty and low income continues for generations. By strategically focusing our public service resources on enhancing the education the children receive by supplementing it with touring, literacy and educational

		enrichment programs, we will break the cycle of poverty and increase these children's chances of becoming adults who are better prepared for the changing workforce and better prepared to provide for their own families.
	Basis for Relative Priority	Extensive City research and input has placed a high priority on making a difference in the City's lowest performing areas that will serve as a pilot program in seeing a positive change and ending the cycle of poverty.
3	Priority Need	**Special Needs and Low/Mod Income Public Services**
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Large Families Families with Children Elderly Public Housing Residents Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Unaccompanied Youth Non-housing Community Development Youth
	Geographic Areas Affected	Citywide, Urban Core, City Neighborhood Revitalization Strategy Areas
	Associated Goals	Provide Community and Supportive Services
	Description	The City has extensive needs for public services that are far beyond the ability of any one agency to meet. There are substantial waiting lists for many programs. Special needs supportive services to help people remain or become self-sufficient and independent are in short supply. There is an ongoing need to provide families with a variety of services to help them improve their ability to be self-sufficient and provide education on fair housing rights
	Basis for Relative	After broad community and stakeholder outreach, it was clear that assisting people with special needs and/or

	Priority	low/moderate income people is a community priority which is also substantiated by quantitative data in the Needs Assessment and Market Analysis.
4	Priority Need	**Affordable Housing**
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Large Families Families with Children Elderly Frail Elderly Persons with Mental Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Chronic Homelessness Individuals Mentally Ill Chronic Substance Abuse Veterans Unaccompanied Youth Public Housing Residents
	Geographic Areas Affected	Citywide, Urban Core, City Neighborhood Revitalization Strategy Areas
	Associated Goals	Provide Decent and Affordable Quality Housing for Renters and Homeowners
	Description	There is a great need for affordable housing available to people earning at or below 50% AMI. Overcrowding is also an issue. While there are larger units in the market; they are simply not affordable to low-income large families. It is important to note that while there appear to be adequate units for households at 80% AMI and below, not all of these units are occupied by people at this income level. Persons with special needs include the elderly, frail elderly, persons living with HIV/AIDS, and the developmentally, physically and mentally disabled have a small number of homes to choose from. The need for supportive housing units for this population remains very high.

	Basis for Relative Priority	According to the data in the Needs and Market Analysis, a large number of the City of Las Vegas households are cost burdened along with other housing needs. The SNRHA has a waiting list of over 13,000 applicants and the HCV program hasn't been opened in 7 years. Data throughout the Needs Assessment and Market Analysis support that there is a lack of affordable housing available. According to the 2007-2011 CHAS data, approximately 22,955 households earn less than 30% AMI, yet there are only 2,880 rental units available that are affordable to these households. According to other studies, the numbers of elderly and disabled households are increasing, yet current housing will not meet the needs without addressing affordability, universal design, and supportive services where applicable. Rehab and energy efficiency programs will make homes more affordable and universal design features will allow homes assisted with HUD funds to be more livable and functional for a greater percentage of the population.
5	Priority Need	**Community Facilities, Infrastructure, Improvements**
	Priority Level	High
	Population	Extremely Low Income Low Income Moderate Income Large Families Families with Children Elderly Public Housing Residents Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development Youth Unaccompanied Youth
	Geographic Areas Affected	Citywide, Urban Core, City Neighborhood Revitalization Strategy Areas
	Associated Goals	Provide Community Facilities and Infrastructure/Neighborhood Revitalization

	Description	The City of Las Vegas Capital Improvement Plan 2014-2017 along with the CDRB and community stakeholders identify projects annually that will enhance areas across the City and add to the quality of life for low and moderate income citizens. Projects will be prioritized annually and may include: code enforcement, sidewalks, crosswalks, and connectivity projects; ADA compliance projects; and, funding acquisition, expansion, and renovation of mental health facilities, as well as, and facilities serving homeless populations.
	Basis for Relative Priority	After broad community and stakeholder outreach, it was clear that providing a wide range of public facilities and infrastructure improvements is a community priority which is also substantiated by quantitative data in the Needs Assessment and Market Analysis. There is also a need for Code Enforcement to help maintain neighborhoods.

Narrative (Optional)

The priority needs identified as low or medium, do not suggestion that these are not as important as high priority needs. The City has decided to focus its efforts on the high priority due to limited funds and that with the understanding that other entities may address these as well.

SP-30 Influence of Market Conditions – 91.215 (b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	High cost of housing for homeless, extremely low-income and low-income households.
TBRA for Non-Homeless Special Needs	High cost of housing for people with special needs and lack of availability
New Unit Production	As seen throughout this document there is a great need for affordable housing.
Rehabilitation	There are many homeowners who are low-income and have severe housing problems. Multifamily units are also in need of rehab to keep them decent, safe and sanitary.
Acquisition, including preservation	As multifamily rental housing ages, preservation activities such as rehabilitation of both homeowner and renter housing is critical.

Table 54 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.215(a)(4), 91.220(c)(1,2)

Introduction

In order to receive the CPD funding, the city of Las Vegas must develop and submit a Consolidated Plan every five years to the U.S. Department of Housing and Urban Development (HUD). The City anticipates receiving an annual allocation of CDBG, HOME, HOPWA and ESG funds from HUD over the next five years for activities that provide decent housing, suitable living environments, and expanded economic opportunities for its residents. These funds are intended to help meet priority needs identified throughout the City. Detailed information on the resources the City expects to receive and the activities to be undertaken to meet the priority needs are identified in the Annual Action Plan for FY 2015. The following section summarizes the major sources of funding available to carry out housing and community development activities.

Additionally, the City receives HOME (State), Low Income Housing Trust Funds (LIHTF) and Redevelopment Set Aside (RDA) funds from the Nevada State Housing Division. These funds are used to promote and support affordable housing projects, programs, and initiatives.

The City sold the property that it previously received the majority of its program income for CDBG during Program Year FY14-15. At this time, it is unclear as to what the future program income will be for this funding source.

Further, the City has utilized all of its old HOME funds, therefore, no carry over is noted. The City also intends to use a portion of its FY16-17 HOME funds on the projects slated for FY15-16 funds as well.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Reminder of ConPlan $	Narrative Description
			Annual Allocation: 2015$	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	Public-federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	$4,702,136		$2,545,465	$7,247,601	$18,808,544	Grants awarded on a formula basis for housing and community development activities. Primarily, recipients must be low to moderate-income (up to 80% MFI), or reside in a low/moderate-income area.
HOME	Public-federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	$1,450,267		$510,368.64	$1,960,267	$5,801,068	HOME funds are leveraged by State of Nevada HOME and Low Income Housing Trust Funds. Used portion of 16/17 for 15/16 projects in addition to carryover.
HOPWA	Public-federal		$1,145,739		$71,035	$1,216,774	$4,582,956	HOPWA funds must be used in the Paradise EMSA to prevent homelessness and provide services for clients with HIV/AIDS.

ESG	Public-federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid rehousing (rental assistance) Rental Assistance Services Transitional housing	$412,209			$412,209	$1,648,836	Grants are awarded to non-profit providers to provide essential services and shelter to homeless families and individuals through the Shelter Program. Providers also provide rapid rehousing financial assistance and stabilization services to homeless families and individuals, and prevention services to families and individuals at risk of homelessness.
LIHTF	Public State	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	$922,150				$3,688,600	Funds are provided through the State of Nevada Housing Division and are used primarily as a match for HOME funds. Funds are based on property taxes.

HOME (State)	Public State	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	$408,497				$1,633,988	Funds are provided through the State of Nevada Housing Division and are used to document partnering with the state on projects.

Table 55 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

The city of Las Vegas leveraged over $61 million over the past Con Plan (2010-2015). All jurisdictions covered under the Consolidated Plan use their federal resources to leverage public and private sector resources to carry out housing and community development activities. The City will work to use their private activity bonds for affordable multifamily housing production or affordable single family mortgages. HOME funds also leverage the Low Income Housing Tax Credit program administered by the State of Nevada. Many of these projects also receive City HOME/LIHTF funding as leveraged grants.

The City expects to continue to receive State LIHTF which is used to provide the matching funds required by the HOME Program. HOME funds also leverage monies from the Federal Home Loan Bank in San Francisco through its Affordable Housing Program.

The City receives approximately $1.1 million per year in State Redevelopment funds which are used to support programs for housing and homeless initiatives.

Matching requirements for ESG Program funds will be met by the non-profit organizations receiving ESG Program funds and will come from private donations, other federal and state funding and volunteer time.

The City sold the property that was the main source of program income in the previous Con Plan (2010-2015). Any program income earned will be reported in the next CAPER.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

At this time the city of Las Vegas has no plans to use publically owned land or property to address needs identified in the plan. The City will discuss the possibility of using public assets to meet our goals on an annual basis.

Discussion

A new funding source, the National Housing Trust Fund, is expected to be available through the State of Nevada Housing Division beginning in 2016. The NHTF is a federal program for collecting and distributing "dedicated" funds, money that is not at risk of cuts each year during the Congressional appropriations process. The NHTF was created, and an initial dedicated source of money for it was established, on July 30, 2008 when the president signed into law the housing and economic recovery act of 2008. The purpose of NHTF is to increase and preserve the supply of housing, principally rental housing for extremely low-income households, but also to a lesser extent homeowner housing, including for very low-income households. It is estimated that the state of Nevada will receive approximately $3 million annually from this source.

SP-40 Institutional Delivery Structure – 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Las Vegas	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental neighborhood improvements public facilities public services	Jurisdiction Paradise EMSA - HOPWA
Southern Nevada Regional Housing Authority	PHA	Homelessness Non-homeless special needs Planning Public Housing Rental neighborhood improvements public services	Region
NEVADA HOUSING DIVISION		Non-homeless special needs Ownership Planning Rental	State
Southern Nevada Homelessness Continuum of Care	Continuum of Care	Homelessness Non-Homeless special needs rental	Region

Table 56 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

Activities in the consolidated plan will be carried out by the City and many local non-profit organizations and service providers. These partners are chosen through an annual RFP process to conduct activities that meet goals identified in the plan. One gap identified is capacity building for our local non-profit partners. The City is developing programs and seminars, workshops and other ways to assist them with professional growth.

Strengths

Work together with SNRHA
Non-profit agencies provide direct services to low and very low income residents
Non-profit and for profit developers work to build affordable housing
Regional homeless initiative through the SNH CoC
City initiatives to focus efforts on serving needy populations

Gaps:
Lack of affordable housing developers
Difficulty in projects penciling to meet the largest need of less than 30%
Funding available to serve all needs
Unpredictable housing market
Lack of housing for people with disabilities

Non-profit organizations with the ability to develop housing for special needs groups are in short supply. Capacity building is a key requirement for these non-profit organizations to participate in housing development activities.

The population of severely mentally ill continues to increase leaving many severely mentally ill persons homeless and without support or treatment. The non-profit providers of mental health services have not been able to fill the gap in services due to the extent of the problem.

Non-profit organizations with the ability to develop housing for special needs groups are in short supply. Capacity building is a key requirement for these non-profit organizations to participate in housing development activities.

Non-profit organizations that provide support services to low-income households are being utilized at their maximum capacity. The difficulty in providing services is not the lack of agencies and organizations to implement service programs, but the lack of resources to provide services to all those in need. If supportive housing is to be provided to special needs groups then greater efforts have to be made to obtain necessary resources.

A lack of current information concerning the housing needs of special needs groups within the City necessitates a new special needs housing study to identify the needs of specific groups and devise strategies to meet those needs.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	
Legal Assistance	X	X	
Mortgage Assistance	X		
Rental Assistance	X	X	
Utilities Assistance	X	X	
Street Outreach Services			
Law Enforcement	X	X	N/A
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	

Supportive Services			
Alcohol & Drug Abuse	X	X	
Child Care	X		
Education	X		
Employment and Employment Training	X		
Healthcare	X	X	
HIV/AIDS	X	X	
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X	X	
Other			
Other			

Table 57 - Homeless Prevention Services Summary

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	x
Legal Assistance	X	X	x
Mortgage Assistance	X	X	x
Rental Assistance	X	X	x
Utilities Assistance	X	X	x
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	x
Child Care	X		
Education	X	X	x
Employment and Employment Training	X	X	
Healthcare	X	X	x
HIV/AIDS	X	X	x
Life Skills	X	X	
Mental Health Counseling	X	X	x
Transportation	X		x
Other			
Financial Literacy	X		

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

Source: Southern Nevada/Clark County Homeless Housing and Services: Gaps Analysis (July 2013)]

"Case management and advocacy services offered by providers include individualized goal setting and achievement planning (40 programs), benefits advocacy (31 programs), intensive / wraparound case management (36 programs), housing search assistance (40 programs), civil legal advocacy (18 programs), and help in obtaining ID cards and other documents (10 programs). Other case management and advocacy services include transportation assistance, financial literacy, education advocacy, entrepreneurship education, networking education, life skills classes, bus passes, food assistance, wellness checks (weekly or daily), referrals to Veterans Administration services, housing counseling, and safety planning for victims of domestic violence, sexual assault, and human trafficking.

Eighteen providers conduct mobile outreach to clients as a part of their outreach, engagement, and referral process. 100% of programs surveyed offer information and referral to community resources, including housing and services. Staff on outreach teams include intensive case managers, program managers, licensed clinical social workers, RN nurses, substance abuse counselors and coordinators, mental health counselors, outreach coordinators, AmeriCorps VISTA volunteers, trained outreach volunteers, entrepreneur re-educators, charity coordinators, Veteran volunteers, consumers, client advocates, bilingual caseworkers, and housing counselors.

O.U.T.R.E.A.C.H. (Organizations United To Reach, Educate, & Assist Chronic Homeless) includes the following participating agencies: HELP of Southern Nevada, Straight From The Street, Community Counseling Center, Clark County Social Services, Nevada Health Centers, Southern Nevada Adult Mental Health Bridge Team, METRO HELP Team, Regional Office of the Homeless Coordinator, Westcare of Nevada, and Mobile Crisis Intervention Teams (MCIT).

MCIT conducts interventions and abatements and Health and Safety checks from all jurisdictions, and offers supportive services and access to housing. Straight from the Streets Homeless Outreach provides intensive case management through a team of case managers, substance abuse counselors, licensed clinical social workers, and mental health counselors. Through the United States Veterans Initiative, U.S. VETS – Las Vegas has a team of staff and interns that conduct outreach for its Veterans in Progress Program.

Nevada Partnership for Homeless Youth (NPHY) conducts preventative and education outreach in schools and at community events, street outreach, and operates Safe Place, an outreach program and mobile crisis intervention program available to youth in crisis at virtually every street corner in Clark County. NPHY's outreach teams regularly include an Outreach Coordinator, AmeriCorps VISTA, and trained outreach volunteers. Eligible clients are then referred to their staff of four licensed social workers for assessment and intake."

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The Southern Nevada Continuum of Care is extensive and overall provides access to the gamut of services needed to help a person or family become self-sufficient. For example, a total of nine

programs offer day services and hospitality programs some of which offer storage facilities, laundry facilities, food, clothing, toiletries and voice mail services. Mental health services include crisis intervention, clinical therapy and outpatient treatment, medication management, care coordination, support groups, and co-occurring mental and substance abuse disorder services. Other services offered include sobriety support, crisis intervention, and respite care for families, change motivation, and wraparound services.

While many homeless service providers provide education, access, and referrals to appropriate health and behavioral health services as needed, fewer providers offer those services directly. Only 4 providers offer allied or supporting health services such as dentistry, optometry, and nutrition, and zero providers surveyed offer medical respite care. Accessing treatment services is extremely difficult, involving complicated applications and long wait times. Eligibility criteria for mental health services in particular often requires a referral from an emergency shelter, enrollment in the program, an assessment, a diagnosis, or the ability for self-care. In addition, service sites are limited so transportation is often a problem.

Providers conduct mobile outreach to clients as a part of their outreach, engagement, and referral process. They offer information and referral to community resources, including housing and services. Providers offer a number of skill building and education services. Other services provided include education and employment libraries, budgeting assistance through case management, entrepreneurship classes, personal responsibility classes, online vocational skills classes, and wraparound services. Providers also offer a range of employment and vocational services.

The following outlines the gaps in services and what is needed to improve access to the system and its services.

1. Establish centralized/coordinated intake and assessment
2. Provide low threshold access to the system
3. Expand case management capacity
4. Establish system-wide case management standards and tools and provide best practices training
5. Enhance staffing for the Committees on Homelessness
6. Enhance the effectiveness of the Committee on Homelessness membership
7. Initiate a regional campaign to build public awareness and support for efforts to address homelessness
8. Commit resources to provider training and capacity
9. Conduct a system-wide evaluation of emergency shelter, rapid re-housing, and transitional housing to inform resource allocation and policy and program development
10. Expand prevention and rapid re-housing services
11. Facilitate access to services through improved outreach and collaboration with other agencies, particularly mainstream agencies
12. Improve linkage of clients with additional support to foster ongoing stability
13. Expand Availability of Transportation Assistance
14. Health and Behavioral Health Services
15. Provide Dental and Vision Services for People with Low or No Income

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The Southern Nevada Continuum of Care along with all interested stakeholders underwent an intense community process of identifying and designing a Coordinated Entry Pilot for Southern Nevada. The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009 mandates that each Continuum of Care has a Coordinated or Centralized Intake and Assessment process (known as Coordinated Entry) to ensure that people experiencing homelessness with the most severe service needs and levels of vulnerability are prioritized for housing and homeless assistance. On behalf of the Southern Nevada Continuum of Care (CoC) and its respective stakeholders, Clark County Social Service was requested to serve as the HUB sites for the Southern Nevada Continuum of Care (CoC) Coordinated Entry for homeless individuals.

The Southern Nevada Regional Planning Coalition is looking at addressing some of the gaps in services targeted to our homeless population by:

- Expanding case management capacity and quality
- Using peer mentoring to supplement case management support
- Providing more outreach and engagement and establishing system-wide standards
- Establishing a homeless court to focus on the legal needs of our homeless population

- Suggestions provided by the Regional Analysis of Impediments to address gaps in service delivery suggests we look at
- Expanding more affordable housing for families
- Providing a larger variety of housing choices
- Providing more options for public transportation
- Providing more mixed-use neighborhoods that are close to transportation and job opportunities.

SP-45 Goals Summary – 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Prevent and End Homeless	2015	2020	Homeless	Citywide Urban Core City Neighborhood Revitalization Strategy Areas	Homelessness	CDBG $1,586,971 ESG $1,648,836 HOME/LITTF and State HOME $6,952,285,	Homeless Efficiencies Rental assistance Intensive case management Homeless Person Overnight Shelter: Persons Assisted Homelessness Prevention: Persons Assisted HIV/AIDS Housing Operations: Household Housing Unit 2,975 PS 400 units ESG 150
2	Provide educational enrichment services and supportive programs	2015	2020	Non-Homeless Special Needs Non-Housing Community Development	Citywide Urban Core City Neighborhood Revitalization Strategy Areas	Educational Enrichment	CDBG $705,320	Programs that serve youth with an emphasis on education: 20% of Public Service funds 42,390

3	Provide Community and Supportive Services	2015	2020	Non-Homeless Special Needs Non-Housing Community Development	Citywide Urban Core City Neighborhood Revitalization Strategy Areas	Special Needs and Low/Mod Income Public Services	CDBG $3,526,602	Programs that serve: special needs, Seniors 7,005 PS
4	Provide Decent and Affordable Housing (Rental and Homeowner)	2015	2020	Affordable Housing Non-Homeless Special Needs	Citywide Urban Core City Neighborhood Revitalization Strategy Areas Paradise EMSA (essentially all of Clark County)	Affordable Housing	CDBG $2,175,000 HOME/LIHTF and State HOME $6,952,285	Homeless Efficiencies, Senior & family units & Special Needs Rental units constructed: 500 Household Housing Unit Homeowner Housing Rehabilitated: 200 Household Housing Unit Households Assisted 100
5	Provide Community Facilities and Infrastructure / Neighborhood Revitalization	2015	2019	Non-Homeless Special Needs Non-Housing Community Development	Citywide	Community Facilities, Infrastructure, Improvements	CDBG $5,025,277	ADA sidewalks, (4 projects) Homeless Youth Transitional Housing, 1 project disabled housing 1 project Early Childhood Centers, Community Center

6	HIV/AIDS Homeless Prevention (City of Las Vegas is the Lead Agency for HOPWA Funds)	2015	2020	Affordable Housing Non-Homeless Special Needs Homeless	Paradise EMSA (essentially all of Clark County)	Affordable Housing Supportive Services	HOPWA $4,582,956	STRMU, TBRA, Supportive Services, Permanent Housing Placement, Perm. Hsg, & Operations 3,810

Table 58 – Goals Summary

Goal Descriptions

1	Goal Name	**Prevent and End Homelessness**
	Goal Description	Along with working with the City's own homeless initiatives, the city of Las Vegas will continue to participate in the Southern Nevada Continuum of Care and prioritize goals and strategies identified by the SNH CoC. Activities include, but are not limited to, homeless prevention, shelter and transitional housing, wraparound services, and rapid rehousing.
2	Goal Name	**Provide educational enrichment services and supportive programs**
	Goal Description	The city of Las Vegas is dedicated to improving the educational experience of young people through partnerships with the Clark County School District, non-profit agencies and before and after school programs. The City Council has made education a priority through programs like Safekey, Downtown Achieves and the Las Vegas My Brother's Keeper Initiative. Key city priorities such as neighborhoods all hinge on whether children enter kindergarten ready to succeed, develop to their full capacity during the school years and graduate from high school prepared for postsecondary education and a career. The city of Las Vegas has committed to addressing the achievement gap of students in the urban core by developing impact zones to prove what's possible for students when funding, policy, community engagement, and school leadership align
3	Goal Name	**Provide Community and Supportive Services**
	Goal Description	The city of Las Vegas will provide needed community and supportive services for low/mod income people and people with special needs. These may include, but or not limited to, transportation assistance, counseling, health care, food, job readiness, shelter and housing.
4	Goal Name	**Provide Decent and Affordable Housing**
	Goal Description	The city of Las Vegas will address the affordability, availability and sustainability of both owner and renter housing. These may include, but or not limited to: • New construction of rental housing • Special Needs housing • Supportive housing • Rehabilitation of rental housing • Homeowner rehabilitation • Homeownership assistance • Acquisition, rehab, resale or rental • New Construction of owner housing • Tenant Based Rental Assistance
5	Goal Name	**Provide Community Facilities and Infrastructure / Neighborhood Revitalization**
	Goal Description	The city of Las Vegas will annually identify capital and infrastructure improvements to fund along with code enforcement.
6	Goal Name	**HIV/AIDS Homeless Prevention**
	Goal Description	The city of Las Vegas will work with the local Ryan White Board to identify needs and provide services to meet them. HOPWA provides Short Term Rental, Mortgage and Utility Assistance (STRMU), Tenant Based Rental Assistance (TBRA), supportive services, permanent housing placement, housing operations, and permanent affordable housing.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

The city of Las Vegas has set goals to provide affordable housing for 500 units to serve extremely low-income households, low-income households, and moderate income households.

(The intended populations to be served are families, seniors, youth, disabled, special needs, and chronically homeless.)

SP-50 Public Housing Accessibility and Involvement – 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

All Public Housing properties have been certified to be in compliance with UFAS, Section 504 and ADA Title II. There are 168 wheelchair accessible units for seniors and families with physical disabilities or 5.8% of the Public Housing inventory and above the minimum requirement of 5%. Also, there are 61 units for individuals visually and/or hearing impaired or 2.1% of the Public Housing inventory and at the minimum requirement of 2%. The SNRHA has available hearing/visually impaired kits for installation as need it. A total of 613 applicants have indicated some type of mobility needs which is 6.9% of the 8,838 applicants in the wait list for Public Housing. These mobility needs will be addressed at the time of interview. The SNRHA also provides reasonable accommodations to address needs from our residents.
[Source: SNRHA]

Activities to Increase Resident Involvements

Public housing resident's involvement is critical to ensure that their needs are met. Successful resident involvement is based upon information and dialogue. Some of the activities to increase resident involvement are as follows:

- Active resident councils
- Meetings to seek resident input
- Engaging community partners to host onsite meetings/events
- Staff to have regular and ongoing contact with residents
- Engage residents in volunteering with community efforts
- Provide tangible and meaningful services
- Provide positive recognition of resident participation

[Source SNRHA]

Is the public housing agency designated as troubled under 24 CFR part 902?

The SNRHA is not designated as trouble under 24 CFR part 902. The SNRHA designated as a designation of High Performer under the Housing Choice Voucher Program and a Standard Performer under the Public Housing Program

[Source: SNRHA]

Plan to remove the 'troubled' designation

Not applicable.
[Source: SNRHA]

SP-55 Barriers to affordable housing – 91.215(h)

Barriers to Affordable Housing

Barriers to affordable housing can include land use control, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affect the return on residential investment. Potential regularity barriers for Las Vegas, Nevada are identified in HUD's Regulatory Barriers Clearinghouse database. These are listed below:

Topics: Zoning, Land Development, Construction and Subdivision Regulations

1. Missed Opportunity: Transit and Jobs in Metropolitan America (10 cities and 25 states were also listed)

   Barrier: There is implicit recognition that low-density development can negatively impact access to public transportation, jobs, and housing affordability.

   Solution: The authors of this report recommend that municipalities integrate access to jobs in transit-related policy decisions.

2. Zoning Ordinance

   Barrier: Restrictive zoning ordinances sometimes contain no provisions for home occupations or accessory dwelling units.

   Solution: Las Vegas allows accessory dwelling units, home occupations, and the conversion of nonconforming uses within the City.

   The city of Las Vegas allows accessory dwelling units (19.12.070 Accessory Structure) and home occupations (19.16.180).

Topics: Sustainable Communities

1. Missed Opportunity: Transit and Jobs in Metropolitan America
   Barrier: The authors of this report recognize that there are growing challenges and concerns related to sustainable economic development, specifically access to employment opportunities.
   Solution: The authors analyze 100 of the nation's largest metropolitan areas for emerging trends based on transit, income, and employment data of these areas, discussing implications, as well as offering solutions, such as public transit projects.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The Office of Community Services is working with City Departments to address the barriers listed in the Regulatory Barriers Clearinghouse and the suggestions provided in the *Regional Analysis of Impediments to Fair Housing 2015 (RAI).* The City is expected to adopt the in 2015. The City plans to commission a study within the next five years.

SP-60 Homelessness Strategy – 91.215(d)

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

A homeless outreach team conducts mobile crisis intervention and outreach to homeless clients, including those with disabilities and those with limited English proficiency, who are living on the streets, in outlying uninhabited areas and in the tunnels. This team actively engages homeless individuals and families and assesses them for referral to an agency appropriate for their needs including; transportation, referral to other services and housing placement. Interventions are conducted when encampments arise and typically include collaboration among PD, Code Enforcement and homeless service providers, with providers prioritizing homeless encampment residents for placement in housing.

Addressing the emergency and transitional housing needs of homeless persons

The CoC is undergoing a current assessment of the eligibility barriers and gaps in availability or "stock" in emergency and transitional housing. During FY 2015 the CoC will undertake a systemic re-tool of the emergency and transitional housing response to homelessness to ensure more expedited placement into these crisis response beds, reducing the length of time persons experience unsheltered homeless episodes.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Program and Housing reports have been developed to track length of time homeless. Reports developed are very intuitive and easy to read, as well as allow agency-wide length of homelessness average, program-wide length of homelessness average, and client-level length of homelessness. We also provide a CoC-wide automated and distributed report listing all HMIS participating housing programs in the community, providing program-level statistics on average length of homelessness in that program. This report is distributed to all HMIS contributing agencies within the CoC for peer review. This report will be used going forward to identify length of time homeless, allowing the CoC EWG to address any programmatic concerns with agencies and the Coordinated Intake process to develop a corrective action plan to reduce the length of time people are homeless in Southern Nevada.

The CoC's HMIS system generates reports that track returns to homelessness and the last agency the client received services from. This report is currently being used to establish baseline data for the CoC as a whole and CoC funded programs specifically. As the reports are tracked for a period of time, the SNH CoC working subgroup and Performance Measurement Working Group (PMWG) will be able to establish a plan of action to reduce recidivism within the CoC. This recidivism report will be used going forward to identify those agencies that have a high rate of client recidivism, thus allowing the CoC EWG and PMWG to address any programmatic concerns with agencies individually and develop a corrective action plan to improve successful, long term exits from homeless programs.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

Chafee Independent Living Services is provided through the NV Division of Child and Family Services and State Funds to Assist Former Foster Youth (FAFFY) to assist foster youth in transitioning to self-sufficiency. Policies regarding resources and services are in place at the State and local levels. Young persons have the opportunity to remain under jurisdiction of the court up to age 21, making them eligible to receive financial support and FAFFY to assist them with their transition to self-sufficiency. 2011 NV legislation allows young adults three options when they are turning 18 years old regarding services and financial support. All former foster youth may receive FAFFY funds for move-in expenses and a stipend upon graduating high school.

Annual Transition Plans at age 15 begin for all youth who are in foster care regardless of their permanency goal i.e. adoption, guardianship, or reunification, in order to support early planning to achieve a high standard of wellbeing including having a permanent home. If youth end up "aging out of foster care" they are provided with a 90 day transition plan and have 2 options to continue to receive supportive services including a financial stipend in order to avoid homelessness.

Youth primarily choose to remain in their foster home, get their own apartment, or rent a room from a family member or a friend. If they choose to enter a program it would be Westcare Voyage, HELP of Southern Nevada Shannon West Homeless Youth Center, Nevada Partnership for Homeless Youth or St. Jude's Ranch for Children's New Crossings. The Southern Nevada Regional Housing Authority offers FUB vouchers for youth aging out of foster care to participate in family reunification.

Within the CoC there is an MOU between WestCare Nevada and the following hospitals: Boulder City, Centennial Hills, Desert Springs, Sunrise, Mountain View, Dignity Health Care, Spring Valley, Summerlin, Valley, North Vista and University Medical Center of SN as well as Southern Hills Medical Center, Clark County and the Cities of LV, NLV and Henderson to provide funds to WestCare for the operation of its Community Triage Center. This agreement allows for the provision of emergency room diversions for persons without a medical issue, but who are in need of substance abuse or mental health treatment. The CoC has representatives from the RIO, SNH CoC working subgroup and CoC Board that participate in the WestCare Oversight Committee, with the commitment to improve discharge planning for homeless persons to viable, stable and appropriate housing. Every attempt is made to assist homeless patients with family reunification. As a last resort, the patient is discharged into the homeless provider system.

The CoC works closely with Southern Nevada Adult Mental Health Services (SNAMHS), Mojave Mental Health and WestCare to ensure those exiting institutional mental health services have access to housing and ongoing treatment. SNAMHS utilizes a variety of group housing placements that are all SAPTA certified programs. Whenever feasible they work diligently to reconnect clients to family. Every effort is made to connect clients with friends or family members or discharge them into their own affordable, stable living situation. When these options are not viable, then sober living, group homes or transitional living facility arrangements are considered, such as; WestCare residential programs, the Las Vegas Rescue Mission, the Shade Tree, Catholic Charities, Hopelink, Family Promise and Freedom House. SNAMHS is required to verify through Joint Commission that the discharge is to a viable address.

The Nevada Department of Corrections (NDOC) discharge policy states that Correctional facilities will enter into contracts to provide the following services, to offenders or parolees participating in a program: transitional housing; treatment for substance abuse or mental health; life skills training; vocational rehabilitation and job skills training; and any other services required by offenders or parolees who are participating in a program. The NV Re-entry Task Force is tasked to support offenders returning to its communities by providing increased economic and housing stability. A Statewide Re-entry Coalition is responsible for developing strategies and direct resources toward prisoner reentry, in an effort to prevent discharges into homelessness; the CoC has representation on this coalition. Clark County Detention Center has a staff person dedicated to re-entry. They work closely with SNAMHS for those who are severely mentally ill.

SP-65 Lead based paint Hazards – 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

Actions to address Lead Based- Paint (LBP) related hazards and housing issues are often times based upon pre and post 1978 construction. Per law, all pre 1978 constructed housing must be tested for LBP. When programs are being considered for implementation and the rehabilitation of existing housing units are being considered, post 1978 construction is preferred so as not to have to address the possibility of costly LBP removal and remediation, thus lowering or eliminated the funds available for other needed work and projects.

The University of Nevada, Las Vegas (UNLV) operates a Healthy Homes Program of which LBP Hazards Control is a component. The city of Las Vegas, on an as needed basis, provides assistance in conjunction with UNLV, to identify, reduce and/or minimize exposure to LBP hazards, to citizens of the city of Las Vegas that live in areas of the City limits that have been identified to have housing stock containing elevated levels of LBP. This is an evolving process that changes according to data collection over time.

How are the actions listed above related to the extent of lead poisoning and hazards?

Both weatherization and home repair tend to provide services to older homes where chances that lead paint could be present are high. The above actions are intended to ensure that we adequately address any hazards associated with lead paint in those homes.

How are the actions listed above integrated into housing policies and procedures?

When any pre 1978 construction is being considered for housing programs, the structure(s) being considered are tested for LBP with a Thermo Scientific Niton XLp301A portable x-ray fluorescence (XRF) analyzer operated by a city of Las Vegas employee who is also a U.S. Environmental Protection Agency (EPA) Certified Lead -Based Paint Professional Risk Assessor. A report is generated and forwarded to management for a decision on whether to pursue any rehabilitation on a given property(s.) If and when property(s) with known LBP hazards are chosen for rehabilitation and the total project cost exceeds $25,000, a certified EPA Abatement Official (Official) will be contracted with, through a competitive bidding process, to perform the necessary remediation activities. An Abatement Supervisor (Official) must have attended a four (4) day class in order to receive the proper certification. Any abatement workers employed by the Official must have attended a two (2) day class in order to have received the proper certification. Once the remediation process has been completed by the Official, the city of Las Vegas EPA Certified Lead-Based Paint employee will conduct testing procedures on the property(s) to ensure all LBP hazards have been removed and meet EPA clearance regulations.

SP-70 Anti-Poverty Strategy – 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

The city of Las Vegas and its partners coordinate a diverse range of programs and services funded through multiple sources to help no- and low-income families. The Office of Community Services Anti-Poverty strategy focuses on:

1. Assist families and individuals to access resources that may help move them to self-sufficiency;
2. Prevent poverty, through assistance to Las Vegas's children and through life-long education efforts; and
3. Alleviate poverty by improving family and individual economic opportunities that lead to sustaining a living wage.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

The city of Las Vegas places a high emphasis on education and ending homelessness, particularly for those residents living in poverty. The City's initiatives focus on these issues plan to assist those who live in poverty. In addition the programs for the next five years will address a major issue identified through the affordable housing plan – the high percentage of low-income and severely cost-burdened households in the City.

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Monitoring is the primary tool used by the city of Las Vegas to ensure that programs/projects, assisted with federal funds, are compliant with HUD regulations and city of Las Vegas agreements. The city of Las Vegas monitors Community Development Block Grant (CDBG); HOME Investment Partnership (HOME); Housing Opportunities for Persons with AIDS (HOPWA); Emergency Solutions Grant (ESG); Neighborhood Stabilization Program (NSP); and, Tenant Based Rental Assistance (TBRA) programs on a continual basis. Additionally, the city of Las Vegas ensures compliance with Environmental, Davis-Bacon/Prevailing Wages, and Section 3 requirements.

Regardless of the programs' complexity and regulatory compliance, monitoring allows the city of Las Vegas the opportunity to review performance; accountability; use of resources to determine efficiency and effectiveness; community responsiveness; assess adequacy of records; verify program participants' eligibility; address financial and/or programmatic concerns; and, validate benefits provided to low- and moderate-income persons.

The city of Las Vegas monitors in excess of 100 programs and projects annually. Compliance monitoring is conducted through desk reviews and on-site monitoring visits, depending on the complexity of the program/project and the organization's risk factors. Desk reviews consists of evaluating performance to ensure that benchmarks are being met, pay requests are accurate and supported by appropriate back-up documentation, and that eligibility requirements are met. On-site monitoring visits are more intense. In addition to the items analyzed during desk reviews, program files, fiscal systems, audits, financial records and other program specific documentation are also analyzed during on-site visits.

The five basic steps of the city of Las Vegas formal monitoring visit include:

1. **Notification:** City of Las Vegas staff prepares e-mails or letters confirming the date, time, and purpose of the monitoring site visit, and identifies the documentation that will be required during the visit.
2. **Entrance Conference:** City of Las Vegas staff meets with key agency representatives and explains the monitoring visit's purpose, scope and schedule, and address any preliminary concerns.
3. **Documentation and Data Gathering:** City of Las Vegas staff reviews client files, financial records, and agency procedures; collects data; and, document conversations which serve as the basis for conclusions drawn from the visit. This data is used to prepare the post-monitoring letter.
4. **Exit Conference:** City of Las Vegas staff meets with the key agency representatives at the conclusion of the visit to present preliminary results, provide an opportunity for the agency to discuss areas of concern, and report any corrective actions already initiated.
5. **Post-Monitoring Letter:** City of Las Vegas staff prepares and forwards a formal written summary of the results of the monitoring visit. This letter also identifies any concerns/finding and the required corrective action in addition to highlighting agency successes.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Prevent and Reduce Homeless	2015	2016	Homeless	Downtown, Corridor of Hope	Homelessness	CDBG $332,022 ESG $394,776	Homeless Efficiencies, rental assistance, intensive case management (30 ESG) (CDBG 595)
2	Affordable Housing	2015	2016	Affordable Housing Non-Homeless Special Needs	Citywide	Homelessness	HOME/LITTF and State HOME $3,400,000	Senior (60) & family units (168)
3	HIV/AIDS Homeless Prevention	2015	2016	Affordable Housing Non-Homeless Special Needs	Paradise EMSA (essentially all of Clark County)	Affordable Housing Supportive Services	HOPWA $1,111,366	STRMU, TBRA, Permanent Housing, Supportive Services Placement, Perm. Hsg, & Operations (762)
4	Provide Community Facilities and Infrastructure	2015	2016	Non-Homeless Special Needs Non-Housing Community Development	Citywide	Community Facilities, Infrastructure, Improvements	CDBG $950,000	ADA sidewalks, Homeless Youth Transitional Housing, disabled housing (120 units)
5	Provide Community and Supportive Services (includes Educational Enrichment)	2015	2016	Non-Homeless Special Needs Non-Housing Community Development	Citywide	Special Needs and Low/Mod Income Public Services	CDBG $373,298	Programs that serve: homeless, seniors, special needs and youth with an emphasis on early education (6,259)

Table 59 – Goals Summary

Goal Descriptions

1	Goal Name	**Prevent and End Homeless**
	Goal Description	The City will focus its FY 15/16 ESG and CDBG funding on preventing and reducing homelessness by working with many qualified agencies and will use funds to support programs that prevent homelessness, shelter existing homeless and rapidly rehouse homeless households. Supportive wraparound services will also be provided. RDA funds will be used for Tenant Based Rental Assistance for homeless families.
2	Goal Name	**Affordable Housing**
	Goal Description	The City will focus 15/16 funds on development and/or rehabilitation of existing rental housing to prevent homelessness. The City will also use CDBG funds for a critical home repair program through Rebuilding Together, Code Enforcement and affordable housing preservation and maintenance for seniors with James Seastrand Helping Hands.
3	Goal Name	**HIV/AIDS Homeless Prevention**
	Goal Description	The City will focus its FY 15/16 HOPWA funds on activities to prevent homelessness and provide supportive services and housing for people with HIV/AIDS.
4	Goal Name	**Provide Community Facilities and Infrastructure**
	Goal Description	The City will focus its FY 15/16 CDBG Capital funds on construction and development of a 120 bed homeless youth shelter and/or ADA sidewalk improvements.
5	Goal Name	**Provide Community and Supportive Services**
	Goal Description	Provide needed community and supportive services for low/mod income people and people with special needs and support educational collaborations and initiatives. These may include, but are not limited to, transportation assistance, counseling, health care, case management, literacy and early childhood development.

Projects

AP-35 Projects – 91.220(d)

Introduction

This annual action plan provides descriptions of how funds will be used to support the goals and priorities identified in previous sections of this Consolidated Plan. Projects and activities are carefully chosen, many through a competitive process, to ensure the maximum effectiveness in the use of these funds and in keeping with City Council priorities.

Projects

CPS No.	Organization / Project
1	City of Las Vegas Administration - CDBG
2	CLV Stupak Community Center Bond Payment
3	Preservation Code Enforcement Officer
4	Rebuilding Together with Christmas in April – Housing Rehabilitation
5	James Seastrand – Minor Home Repairs
6	Alzheimer's Disease & Related Disorders Assoc. Inc Desert Southwest Chapter
7	Andson Inc.
8	Big Brothers Big Sisters SNV
9	Blind Center of Nevada Inc.
10	Boys Town Nevada
11	Clark County Public Education Foundation Public Education Foundation
12	Family and Child Treatment of Southern Nevada, Inc.
13	Family Promise of Las Vegas
14	Foundation for Positively Kids, Inc.
15	Future Smiles
16	HELP of SNV
17	Helping Hands of Vegas Valley, Inc.
18	Huntridge Teen
19	Jewish Federation of Las Vegas
20	Nevada Health Centers, Inc.
21	Rebuilding Together SNV
	Southern Nevada Public Television
22	Spread the Word Nevada
23	Sunrise Children's Foundation
24	Three Square
25	United States Veterans Initiative
26	Variety Early Learning Center
27	Women's Development Center

28	CLV Administration – HOME
29	2014- CLV Administration - HOPWA - 15
30	2015 - AFAN – STRMU - 15
31	2015 - AFAN – Supportive Services - 15
32	2015 - AFAN – Housing Operations - 15
33	2015 - AFAN – TBRA - 15
34	2015 - AFAN - Perm Housing Placement -15
35	2015 - AFAN – Admin - 15
36	2015 - Community Counseling Center – HIV Supportive Services - 15
37	2015 - Community Counseling Center – HIV Support - Admin -15
37	2015 - Golden Rainbow – Living with AIDS - Supportive - 15
37	2015 - Golden Rainbow – Living with AIDS - Housing Operations - 15
37	2015 - Golden Rainbow – Living with AIDS - Permanent Housing Placement - 15
37	2015 - Golden Rainbow – Living with AIDS Program - Admin - 15
37	2014 - Nevada Community Associates, Inc. - STRMU - 15
38	2014 - Nevada Community Associates, Inc. - Admin - 15
39	2014 - WDC – Affordable Housing - Housing Operation - 14
39	2014 - WDC – Affordable Housing - Admin - 14
40	ESG15 - Admin
40	ESG15 - Rapid Rehousing
40	ESG15 - Homeless Prevention
40	ESG15 - HMIS
41	CLV Grantee Reporting
41	WDC Project Sponsor Reporting
42	Nevada Community Associates, Inc, Project Sponsor Reporting
42	Golden Rainbow Sponsor Reporting
43	Community Counseling Sponsor Reporting
43	AFAN Sponsor Reporting

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City has made education and homelessness their top priorities. By supporting programs and projects that assist youth in reading by third grade, early childhood development and tutoring, we hope to help our state move out of last place in so many categories and raise our graduation rate. In helping our homeless clients move from being in the streets to supportive housing we will be adding to our economy and assisting our very low income citizens in becoming self-sufficient.

AP-38 Project Summary
Project Summary Information

City of Las Vegas funded projects are primarily located in traditional low income census tracts and areas that document a higher percentage of low and moderate income people.

CDBG Construction funds will be used for ADA sidewalks/street improvements to enhance connectivity, and/or a 120 unit Homeless youth shelter which will double the capacity of the program at the new location.

CDBG Public Service funds will provide programs to approximately 595 homeless (chronic and not), 1,202 seniors, 199 clients with special needs and 8,478 youth. The programs range from transportation, emergency shelter, homeless prevention, case management, job training and other services to enhance the client's quality of life.

HOME projects will provide new construction of much needed affordable housing for 160 families and 60 seniors. These projects are supported with State HOME funds and Low Income Housing Trust Funds.

HOPWA funds are used County-wide as part of the Paradise EMSA. These funds will be used to help approximately 200 households with emergency rental and utility assistance, 35 households with affordable rental assistance, 38 households with permanent affordable housing, 100 one time first month's rent and security deposits, and 400 clients with supportive services and case management.

ESG funds will support efforts in the Corridor of HOPE and Downtown Las Vegas to provide a positive impact to those who are chronically homeless or homeless veterans with Rapid Rehousing rental and utility assistance for up to 9 months and Homeless Prevention assistance for up to 3 months. Both of which include wrap around services and intensive case management. Due to the higher cost of supportive housing with wrap around services, and not funding shelters with ESG, the client numbers are going to drop drastically in comparison with previous years.

In addition, Redevelopment Set Aside funds (RDA), which are also provided by the State of Nevada, will be used to supplement and enhance the City's ability to address the creation of 20 Wet Shelter Beds, Shelter Operations, and other housing activities.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City is not currently using formal HUD Geographic Priority Areas.

The funds will be distributed throughout the city of Las Vegas. Traditionally, the City focused its funds in the areas of Wards, 1, 3 & 5, as statistically, there were higher concentrations of CDBG eligible tracts. Many projects and agencies still offer programs in these areas, but with TBRA and the Section 8 Voucher program, many low income people have the opportunity to choose where the live and have moved throughout the valley.

Geographic Distribution

Target Area	Percentage of Funds

Table 60 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

N/A

Discussion

The City will continue to rely on low income census tracts and block groups in addition to other data supplied by HUD and City data to determine the areas of greatest need to concentrate services ~~in~~. Currently, funds are allocated citywide providing low income residents across the Las Vegas Valley the opportunity to apply for much needed services. The city has six Wards and targets Wards 1, 3 and 5 due to their concentration of low income residents.

The HOPWA program targets the Paradise EMSA as the city is the Entitlement agency for those funds which encompasses all of Clark County.

The City is in development stages for applying for Neighborhood Revitalization Strategy Areas (NRSA). We hope to have them on-line by year 3 of the Consolidated Plan. The City utilizes three geographic areas for its education initiatives in order to track the impact of the programs. It is hoped that these pilot areas will become examples of how to replicate their success across the valley.

Innovations in Education includes the following three geographic areas which are mapped in this document: Hollingsworth/Five Points, Historic Westside School Neighborhood, and Meadows Mall Area.

The City is currently concentrating its homeless programs and funding sources in the Downtown Area, which is bounded by: Charleston, Martin L. King, Maryland, and Owens with an emphasis on the Corridor of Hope and Fremont Street.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	136
Non-Homeless	298
Special-Needs	392
Total	818

Table 61 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	540
The Production of New Units	228
Rehab of Existing Units	50
Acquisition of Existing Units	
Total	818

Table 62 - One Year Goals for Affordable Housing by Support Type

Discussion

CDBG, HOPWA, ESG and HOME funds will be used to assist low and very low income households with rental assistance through HOPWA permanent housing, TBRA and STRMU programs and CDBG will assist with transitional housing. ESG funds will be used for Rapid Rehousing and Homeless Prevention rental assistance. CDBG will also provide seniors with home repairs.

AP-60 Public Housing – 91.220(h)

Introduction

The SNRHA's primary function is to inform seniors and families of the available community services and resources, and assist them with facilitating access to those services. The Department's mission is to provide services that will enable seniors to age in place and remain independent, and to promote self-sufficiency for families. These goals are continuously met by providing several onsite service providers, advocating for the residents, distributing resource information and making referrals as needed. SNRHA has a very vibrant Section 3 program. Section 3 helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. Through Section 3 employment, residents gain valuable job training and experience.

[Source: SNRHA]

Actions planned during the next year to address the needs to public housing

The Supportive Services Department's primary function is to inform seniors and families of the available community services and resources, and assist them with facilitating access to those services. The Department's mission is to provide services that will enable seniors to age in place and remain independent, and to promote self-sufficiency for families. These goals are continuously met by providing several onsite service providers, advocating for the residents, distributing resource information and making referrals as needed. SNRHA has a very vibrant Section 3 program. Section 3 helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. Through Section 3 employment, residents gain valuable job training and experience.

The Supportive Services Department has also received over $1.8 million dollars in Adult and Youth Workforce Investment Act (WIA) funding to not only work with its residents, but also all low income community members to help them become self-sufficient. This program funds vocational skills training, on-the-job training and supportive services necessary for individuals to obtain and maintain employment.

The SNRHA has formed a partnership with College of Southern Nevada to provide a program that will allow residents access to several high school, GED and college classes. Additional educational programs that are beneficial to our residents are provided by College of Southern Nevada, Clark County School District, Nevada Partners, Desert Rose Adult High School and University of Nevada Las Vegas.

The SNRHA receives an ongoing funding stream that assists working residents with their payment of security deposits. Additionally, the agency continues to utilize the free computers from the Broadband Technology Opportunities Program (BTOP) in collaboration with the Las Vegas-Clark County Urban League, to provide free public computer centers on-site at some of the housing developments; the labs are operated by residents.

The SNRHA has also received a Partnership Grant with Safe Nest that provides an on-site domestic violence advocacy to assist residents with domestic violence intervention and prevention.

The Sherman Gardens and Marble Manor communities have the Safe Village Initiative project. This initiative represents a coalition of community partners that work closely to provide a comprehensive array of resources, as well as to reduce crime, enhance safety, and improve the quality of life in the community. The partners for this initiative include the Southern Nevada Regional Housing Authority, local criminal justice agencies, social service organizations, clergy, schools and residents. The intent of the Safe Village Initiative is to improve the outcomes for our communities by working collaboratively, using a broad community approach, to address the issues that challenge our community at large. Through the Safe Village Initiative, an environment is being created and fostered whereby every person is positively supported by their community, family, and peers; they are all part of the solution. A unique forum has developed which allows residents to have real access to the resources needed to be safe, healthy, productive and contributing members of the community.

The Casa Grande Transitional Center, of the Nevada Department of Corrections, is a strong partner of the SNRHA. Casa Grande is a dormitory-style facility built to house non-violent, non-sex crime inmates who are within 18 months away from their parole eligibility date. The main purpose of Casa Grande is to allow these residents the opportunity to seek work and secure permanent housing prior to reintegrating into society. Since its inception, Casa Grande has expanded its programs to include parolees, probation violators, and ex-offenders.

Each year, the SNRHA hosts a major Father's Day event the weekend before Father's Day. The event is held to celebrate fatherhood and recognize Dads in the community who are doing a great job with their children, and to reconnect Dads and families. This free event is open to the public and designed to reach all Housing Authority families, including non-residents of SNRHA that have children that reside with the Housing Authority. There are free games, raffle prizes, jump houses for kids, face painting, haircuts, and a cookout. Community partners are on-hand to provide information on employment programs, family court mediation and child support, mental health and substance abuse resources, health and wellness services, vocational training, teen and children's programs, and more.

The Supportive Services Department also has a Program Specialist who meets regularly with SNRHA's Resident Councils Organizations to provide leadership, training and financial guidance to help them succeed in completing their objectives. It is the goal of SNRHA to increase the number of Resident Council Organizations at public housing developments located throughout the Southern Nevada region of Clark County.

[Source: SNRHA]

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The SNRHA has 17 resident councils in formation or operation and has a staff member designated to assist in organizing the remaining SNRHA public housing development's resident councils. Additionally, SNRHA has a Resident Advisory Board, usually consisting of eleven (11) members from Public Housing and the Housing Choice Voucher Program.

Family Self-Sufficiency (FSS) coordinators provide case management to participants of the Housing Choice Voucher Program and Public Housing Program. Coordinators work closely with various community partners and service providers to secure services to help FSS participants reach

economic independence. Post-secondary education, vocational training, credit repair, budgeting preparation and homeownership opportunities are explored with each participant. The SNRHA works with the State Welfare Division and the Clark County Department of Social Services to help residents make the "Welfare to Work" transition and to further their self-sufficiency concepts. SNRHA has designated 96 of its existing scattered site public housing units for the Public Housing Homeownership Program. The remaining 291 scattered sites will be utilized for applicants in our Public Housing Program

[Source: SNRHA]

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The SNRHA is designated as a High Performer under the Housing Choice Voucher Program and a Standard Performer under the Public Housing Program therefore; no financial or other assistance is required.
[Source: SNRHA]

Discussion

Not Applicable
[Source: SNRHA]

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

This section will outline the FY 15/16 activities for homeless and other special needs in the city.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

The City anticipates providing services for approximately 595 homeless or at risk of homeless with many types of assistance including TBRA, Rapid Rehousing, emergency shelter and other services to assist them with self-sufficiency. [In order to further the use of federal funds, RDA funds will be used on several projects/programs that CDBG PS, ESG and HOME traditionally funded.]

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The SNH COC has a contract with a consortium of providers that conduct mobile crisis intervention and outreach to homeless clients, including those with disabilities and those with limited English proficiency, who are living on the streets, in outlying uninhabited areas and in the tunnels. This team (inclusive of Spanish speakers, mental health and substance abuse practitioners and social workers) actively engages homeless individuals and families and assesses them for referral to an agency appropriate for their needs including; transportation, referral to other services and housing placement. Interventions are conducted when encampments arise and typically include collaboration among PD, Code Enforcement and homeless service providers, with providers prioritizing homeless encampment residents for placement in housing. The City also works with other non-profits with outreach teams.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City funds the main shelters located in the Corridor of Hope. It also works closely with the Continuum of Care and other local entitlements to address this cross cutting issue that affects our valley. It is the City's intention to develop and construct new permanent supportive housing units during this Consolidated Plan. The ESG funds which traditionally were used to support shelter operations are now focused on Rapid Rehousing and Homeless Prevention rental assistance.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Program and Housing reports have been developed to track length of time homeless. Reports developed are very intuitive and easy to read, as well as allow agency-wide length of homelessness average, program-wide length of homelessness average, and client-level length of homelessness. We also provide a CoC-wide automated and distributed report listing all HMIS participating housing programs in the community, providing program-level statistics on average length of homelessness in that program. This report is distributed to all HMIS contributing agencies within the CoC for peer review. This report will be used going forward to identify length of time homeless, allowing the CoC EWG to address any programmatic concerns with agencies and the Coordinated Intake process to develop a corrective action plan to reduce the length of time people are homeless in Southern Nevada.

The CoC's HMIS system generates reports that track returns to homelessness and the last agency the client received services from. This report is currently being used to establish baseline data for the CoC as a whole and CoC funded programs specifically. As the reports are tracked for a period of time, the SNH CoC working subgroup and Performance Measurement Working Group (PMWG) will be able to establish a plan of action to reduce recidivism within the CoC. This recidivism report will be used going forward to identify those agencies that have a high rate of client recidivism, thus allowing the CoC EWG and PMWG to address any programmatic concerns with agencies individually and develop a corrective action plan to improve successful, long term exits from homeless programs.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

Chafee Independent Living Services is provided through the NV Division of Child and Family Services and State Funds to Assist Former Foster Youth (FAFFY) to assist foster youth in transitioning to self-sufficiency. Policies regarding resources and services are in place at the State and local levels. Young persons have the opportunity to remain under jurisdiction of the court up to age 21, making them eligible to receive financial support and FAFFY to assist them with their transition to self-sufficiency. 2011 NV legislation allows young adults three options when they are turning 18 years old regarding services and financial support. All former foster youth may receive FAFFY funds for move-in expenses and a stipend upon graduating high school.

Annual Transition Plans at age 15 begin for all youth who are in foster care regardless of their permanency goal i.e. adoption, guardianship, or reunification, in order to support early planning to achieve a high standard of wellbeing including having a permanent home. If youth end up "aging out of foster care" they are provided with a 90 day transition plan and have 2 options to continue to receive supportive services including a financial stipend in order to avoid homelessness.

Youth primarily choose to remain in their foster home, get their own apartment, or rent a room from a family member or a friend. If they choose to enter a program it would be Westcare Voyage, HELP of Southern Nevada Shannon West Homeless Youth Center, Nevada Partnership for Homeless Youth or St. Jude's Ranch for Children's New Crossings. The Southern Nevada Regional Housing Authority offers FUB vouchers for youth aging out of foster care to participate in family reunification.

Within the CoC there is an MOU between WestCare Nevada and the following hospitals: Boulder City, Centennial Hills, Desert Springs, Sunrise, Mountain View, Dignity Health Care, Spring Valley, Summerlin, Valley, North Vista and University Medical Center of SN as well as Southern Hills Medical Center, Clark County and the Cities of LV, NLV and Henderson to provide funds to WestCare for the operation of its Community Triage Center. This agreement allows for the provision of emergency room diversions for persons without a medical issue, but who are in need of substance abuse or mental health treatment. The CoC has representatives from the RIO, SNH CoC working subgroup and CoC Board that participate in the WestCare Oversight Committee, with the commitment to improve discharge planning for homeless persons to viable, stable and appropriate housing. Every attempt is made to assist homeless patients with family reunification. As a last resort, the patient is discharged into the homeless provider system.

The CoC works closely with Southern Nevada Adult Mental Health Services (SNAMHS), Mojave Mental Health and WestCare to ensure those exiting institutional mental health services have access to housing and ongoing treatment. SNAMHS utilizes a variety of group housing placements that are all SAPTA certified programs. Whenever feasible they work diligently to reconnect clients to family. Every effort is made to connect clients with friends or family members or discharge them into their own affordable, stable living situation. When these options are not viable, then sober living, group homes or transitional living facility arrangements are considered, such as; WestCare residential programs, the Las Vegas Rescue Mission, the Shade Tree, Catholic Charities, Hopelink, Family Promise and Freedom House. SNAMHS is required to verify through Joint Commission that the discharge is to a viable address.

The Nevada Department of Corrections (NDOC) discharge policy states that Correctional facilities will enter into contracts to provide the following services, to offenders or parolees participating in a program: transitional housing; treatment for substance abuse or mental health; life skills training; vocational rehabilitation and job skills training; and any other services required by offenders or parolees who are participating in a program. The NV Re-entry Task Force is tasked to support offenders returning to its communities by providing increased economic and housing stability. A Statewide Re-entry Coalition is responsible for developing strategies and direct resources toward prisoner reentry, in an effort to prevent discharges into homelessness; the CoC has representation on this coalition. Clark County Detention Center has a staff person dedicated to re-entry. They work closely with SNAMHS for those who are severely mentally ill.

Discussion

See discussion above.

AP-70 HOPWA Goals - 91.220 (l)(3)

Short-term rent, mortgage, and utility assistance payments	200
Tenant-based rental assistance	53
Units provided in permanent housing facilities developed, leased, or operated with HOPWA funds	38
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds	0
Total	291

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The city of Las Vegas's housing programs seek to increase affordable housing opportunities for low-income households. This is done in part by providing gap financing to create affordable rental housing and decreasing energy costs for low-income households through weatherization and energy conservation improvements. Additionally, the City provides funds for TBRA programs to assist households with rent. The HOPWA program provides TBRA and other rental and utility assistance for people with HIV/AIDS.

Describe planned actions to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing, such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affect the return on residential investment.

The Regional Analysis of Impediments (RAI) determined that there are few affordable housing options for residents who do not qualify for public assistance but still fall into protective groups. Two suggestions that the RAI made are:

- The jurisdictions need to research increasing affordable housing options across Southern Nevada and take the necessary steps to amend their zoning codes and comprehensive plans to support these changes
- Support the Southern Nevada Strong regional plan goal to encourage an adequate supply of housing with the range of price, income, density, ownership and building type.

The Office of Community Services is also working with City Departments to address the barriers listed in the Regulatory Barriers Clearinghouse and the suggestions provided in the *Regional Analysis of Impediments to Fair Housing 2015 (RAI).*

Discussion:

The City is a key stakeholder of the Ten-Year Regional Plan, Help Hope Home, to End Homelessness in Clark County, which documents the commitment to ending homelessness in Clark County by 2020 and outlines strategies that support that goal. The Ten-Year Plan considers a variety of strategies targeted to access and retention of housing for homeless individuals and families; increasing use of existing private and nonprofit units as well as new construction for permanent supportive housing; and emphasizes preventing discharge into homelessness as people move from hospitalization or incarceration.

AP-85 Other Actions – 91.220(k)

Introduction:

This section outlines the City's planned actions to foster and maintain affordable housing; evaluate and reduce lead-based paint hazards; reduce the number of poverty-level families; develop institutional structure; and enhance coordination.

Actions planned to address obstacles to meeting underserved needs

Southern Nevada will continue its regional approach to end homelessness through "Help Hope Home". The SNRPC Committee on Homelessness (CoH) is leading the charge to move the Homeless to Homes, through the Regional Initiatives Office. The city of Las Vegas also has its own Homelessness Advisory Committee.

Project Homeless Connect is an annual event that connects homeless individuals with the services they need in a one stop setting. Those in need come to find housing, legal aid, medical and dental care, obtain IDs and birth certificates, obtain employment, and access a variety of other services they need to get off the streets. The Nevada Homeless Alliance hosts Project Homeless Connect annually with nearly 500 volunteers serving over 3,000 homeless people in just one day.

Actions planned to foster and maintain affordable housing

Within the City, public sector and non-profit groups work to increase the supply of affordable rental and owner occupied housing. In FY 2015, the City will fund 2 new construction developments serving senior and family households by leveraging Low Income Housing Tax Credits and other federal, state, local and private funding sources. The City also allocated funding to HELP of Southern Nevada to construct a new facility for their Shannon West Youth Center. Low-income homeowners will be provided assistance through Rebuilding Together and James Seastrand for minor home repairs.

Actions planned to reduce lead-based paint hazards

Actions to address Lead Based- Paint (LBP) related hazards and housing issues are often times based upon pre and post 1978 construction. Per law, all pre 1978 constructed housing must be tested for LBP. When programs are being considered for implementation and the rehabilitation of existing housing units are being considered, post 1978 construction is preferred so as not to have to address the possibility of costly LBP removal and remediation. Post 1978 construction provides a larger pool of housing stock to choose from without potential LBP hazards, thus increasing access to housing without LBP hazards and reducing exposure to LBP hazards.

When any pre 1978 construction is being considered for housing programs, the structure(s) being considered are tested for LBP with a Thermo Scientific Niton XLp301A portable x-ray fluorescence (XRF) analyzer operated by a city of Las Vegas employee who is also a U.S. Environmental Protection Agency (EPA) Certified Lead -Based Paint Professional Risk Assessor. A report is generated and forwarded to management for a decision on whether to pursue any rehabilitation on a given property(s.) If and when property(s) with known LBP hazards are chosen for rehabilitation and the total project cost exceeds $25,000, a certified EPA Abatement Official (Official) will be contracted with, through a competitive bidding process, to perform the necessary remediation activities. An Abatement Supervisor (Official) must have attended a four (4) day class in order to receive the proper certification. Any abatement workers employed by the Official must have attended a two (2) day class in order to have received the proper certification. Once the remediation process has been completed by the Official, the city of Las Vegas EPA Certified Lead-Based Paint employee will conduct testing procedures on the property(s) to ensure all LBP hazards have been removed and meet EPA clearance regulations.

The University of Nevada, Las Vegas (UNLV) operates a Healthy Homes Program of which LBP Hazards Control is a component. The city of Las Vegas, on an as needed basis, provides assistance in conjunction with UNLV, to identify, reduce and/or minimize exposure to LBP hazards, to citizens of the city of Las Vegas that live in areas of the city limits that have been identified to have housing stock containing elevated levels of LBP. This is an evolving process that changes according to data collection over time.

Actions planned to reduce the number of poverty-level families

The City supports other governmental, private, and non-profit agencies involved in providing services to low- and moderate-income residents and coordinates efforts with these groups where possible to allow for more efficient delivery of services.

During FY 2015-2016, the City will continue to implement its strategy to help impoverished families achieve economic independence and self-sufficiency. The City's anti-poverty strategy utilizes existing local job training and social service programs to increase employment marketability, household income, and housing options. The City will allocate up to 15 percent of CDBG funds to public service agencies that offer supportive services in the fight against poverty.

Actions planned to develop institutional structure

The City of Las Vegas works with a wide range of public and community social service agencies to meet and address the various needs of the community. In FY 2015-2016, City staff will continue to collaborate internally, as well as with local non-profit advocacy groups and other County, State, and Federal organizations.

Specifically, the City will use CDBG funds to provide grants to agencies which serve low- and moderate-income residents with various different needs in the community.

Las Vegas, Clark County and the cities of Henderson, North Las Vegas, Boulder City and Mesquite continue to meet on a bi-monthly basis to discuss issues relating to HOME, CDBG, NSP and ESG. The meetings now include the SNRHA, HUD and State of Nevada Housing Division staff. The discussions range from questions relating to joint projects, to coordination of grant application cycles. Their participation in the Consortium meetings allows for an assessment of the regional impact of housing and community development policies.

The City also participates in the Southern Nevada Regional Planning Coalition (SNRPC) which brings together all public jurisdictions to coordinate regional planning in a seamless fashion while respecting each member's autonomy. This requires promoting intergovernmental cooperation and trust built on careful planning and accountability, thus enhancing the quality of life in Southern Nevada.

Actions planned to enhance coordination between public and private housing and social service agencies

The City is a member of the SNRPC Committee on Homelessness (CoH), whose primary responsibility is to manage the overall planning effort for the entire CoC on homeless issues It includes representatives from both public and private agencies, ensuring compliance with the regional 10-year strategic plan. ESG program information is regularly discussed as a standing item on that agenda which has representatives of many major stakeholder groups including the school district, police department, community stakeholders, businesses, and service providers.

The City works with the Southern Nevada Regional Housing Authority (SNRHA) throughout the year, acting on new issues as they arise and working to support activities and housing opportunities for public housing residents and Section 8 residents.

Coordination with non-profit service providers and among governments takes place consistently through other meetings held in the community including the Emergency Food and Shelter Program (EFSP) Local Board and the State of Nevada Housing Advisory Committee. The HCP Consortium will continue to be active members of these committees and others.

Discussion:
In addition to the actions outlined above, there are regional initiatives underway in which the HCP Consortium participates. On November 27th, 2011, the U.S. Department of Housing and Urban Development (HUD) announced the award of $3.5 million in funding which provides the resources to conduct in-depth research and community engagement efforts to look at issues facing our community and propose collaborative solutions. The Sustainable Community Grant Award has developed into Southern Nevada Strong, http://www.southernnevadastrong.org/, which places a new emphasis on integrated planning, where housing, land-use, economic and workforce development, transportation, and infrastructure are linked to create more sustainable and economically vibrant community. Clark County and North Las Vegas will continue to participate with Southern Nevada Strong as the project transitions from the City of Henderson to the Regional Transportation Commission.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	1

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:
   The city of Las Vegas does not use any form of investment of HOME funds beyond those identified in Section 92.205

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:
   The Recapture provision will be used when HOME funds are invested as a direct subsidy to the homebuyer; this includes down payment and closing cost assistance and when HOME funds are used to lower the purchase price from fair market value to an affordable price.

   The Resale provision will be used when HOME funds are invested as a development subsidy to purchase land and/or to construct affordable housing units.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:
   Under the Recapture provisions, the Affordability Period will be based on the total direct Home subsidy provided to the homebuyer that enabled the homebuyer to purchase the unit and does not

take into account any development subsidy. Any transfer of title, either voluntary or involuntary during the period of affordability, will trigger the recapture of a portion of the HOME assistance to the homebuyer from the available net proceeds.

Under the Resale provision, the Affordability Period is based on the total amount of HOME funds invested in the housing. If the housing is transferred, voluntarily or otherwise, during the period of affordability, it must be made available for subsequent purchase only to a buyer whose household income is between 60-80% AMI, and will use the property as its principal residence.

Affordability restrictions are enforced by the execution of written agreements and promissory notes and the recording of deeds of trust.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:
   The city of Las Vegas has no plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds.

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)
   (See attached)
2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

Southern Nevada Coordinated Intake, Assessment, and Referral System

Coordinated Intake for homeless individuals represents a single point of entry or "hub" for assessment of client services. Clark County Social Service (CCSS) serves as the coordinated intake hub in Southern Nevada for single adults without children. Individuals will be evaluated comprehensively for services available through CCSS, the Continuum of Care and in the community. The Veterans Administration Community Resource & Referral Center (CRRC) serves as the centralized intake hub for all veterans who are homeless or at risk for homelessness. Hubs for other subpopulations, such as families and unaccompanied youth, will be added at a later date with locations to be determined. Housing providers however, can continue to assist families as normal until Coordinated Intake sites or hubs for the above sub-populations have been established.

The following are the benefits of the coordinated intake system:

- Clients are assessed to determine the best intervention which meets their needs. This enables workers to make decisions on programs that are most appropriate for clients.
- Hub personnel have an understanding of each community program's specific requirements, target population and available services.
- Clients are interviewed and assessed for multiple programs and are matched to the appropriate housing as it becomes available in the community.
- Community providers are able to focus their time and resources on service provision.
- It improves data collection and provides accurate information on prevention, client needs, gaps in service; and it improves the coordination of shelter and housing services.

There are currently two hubs in Southern Nevada for single adults: Clark County Social Service (CCSS) 5 office locations and the Veterans Administration Community Resource & Referral Center (CRRC). Homeless individuals referred to or self-referred to a CCSS hub will receive a return date to complete their assessment. This assessment determines what type of housing is most appropriate for the client. Individuals who have received a community housing assessment and are deemed to be appropriate for a housing referral may not receive housing immediately or from the provider who referred them. Housing is based on availability and client choice.

Individuals who have been seen in one of the five (5) CCSS locations in the last twelve (12) months may call to schedule a return date. Individuals who have not been seen in one of the five (5) CCSS locations in the last twelve (12) months will need to come into one of the CCSS office locations to complete an application and obtain a return date for their community housing assessment (see section "Office Locations and Hours of Operation").

Veterans should contact the CRRC which serves as the centralized intake hub for all veterans who are homeless or at risk for homelessness. The CRRC is a walk-in center only and each veteran participates in a standardized assessment and is screened for every program. The CRRC partners with community agencies to further assist independently functioning veterans. Emergency housing placements can be arranged from 7:30 a.m. - 2:30 p.m. on a daily basis.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

The city of Las Vegas (CLV) utilizes a Notice for Applications (NFA) process to aid in identifying the best organizations and projects to provide ESG services. CLV utilizes Zoomgrants, which is an online application process. Two mandatory ESG application workshops were held to provide technical assistance for those interested in applying for ESG funds.

CLV uses a Community Development Recommending Board (CDRB), which is a 13 member citizen's advisory group, appointed by the City Council. CDRB members represent the concerns and opinions of the community in advising the city of Las Vegas on the allocation of ESG and other federal funds. Through a series of open public meetings, and with the assistance of the OCS Department staff, the CDRB reviews past projects, examines changes in community needs and explores trends and subsequently evaluates and recommends projects to the City Council that most effectively and efficiently meet community needs. The CDRB uses a review process that includes a careful evaluation of each eligible applicant proposal within the context of program design and against program criteria and current objectives, both nationally and those outlined in the CLV CP. CDRB project recommendations are presented to the Las Vegas City Council, a Public hearing is held before the Las Vegas City Council and then there is a final selection of projects for application submission to HUD.

Planning activities follow the same steps each year although the timing may vary. These steps are:
Step 1 - Identification of community development issues, needs, and concerns through community meetings and citizen input;
Step 2 - Formulation of community development goals and preliminary strategies. (staff and citizens);
Step 3 - Dissemination of Grant Funds information to agencies and individuals;
Step 4 - Submission of project applications; and
Step 5 - Project selection:

a. Review of project applications by review committee and the CDRB

b. Present recommendations of CDRB to the Las Vegas City Council,
c. Public hearing before the Las Vegas City Council and final selection of projects for application submission to HUD.

The overall NFA Proposed Schedule (Subject to Change) is:

ACTIVITY	DATE/TIME
Applications Release Date	January 13, 2015 8:00 a.m.
Application Workshop First Time Applicants	January 20, 2015 10:30 a.m. – 12 p.m.
Application Workshop ESG Mandatory	January 20, 2015 1:30 p.m. – 3 p.m.
Application Workshop CDBG PS Returning Applicants	January 21, 2015 8 a.m. – 10 a.m.
Application Workshop First Time Applicants	January 21, 2015 10 a.m. – 12 p.m.
Application Workshop CDBG PS Returning Applicants	January 22, 2015 8 a.m. – 10 a.m.
Application Workshop ESG Mandatory	January 22, 2015 2 p.m. – 4 p.m.
Applications Due Date	February 6, 2015 Noon
Minimum Requirements Review	February 2015
CDBG, ESG & HOPWA Presentations to CDRB	February/March 2015
CDBG, ESG & HOPWA Recommendations CDRB	March 2015
City Council Approval of CDRB Recommendations (Public Hearing)	May 2015
CLV Agreement Process Begins after City Council Approval	
Fiscal Year begins	July 1, 2015
Fiscal Year ends	June 30, 2016

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions regarding facilities and services funded under ESG.

   CLV is part of the SNH CoC, which works together with all of the regional ESG recipients. The SNH CoC has formerly homeless participants participate on several subcommittees that assist in all aspects of the process. CLV also randomly surveys street homeless through outreach and through the provision of services to gain input on service ideas and strategies as well as feedback on existing programs and services.

5. Describe performance standards for evaluating ESG.

   CLV supports the national and regional objectives in addition to some local objectives based on documented need and citizen input:

   Objective 1: Increase progress towards ending chronic homelessness
   Objective 2: Increase housing stability
   Objective 3: Increase project participants income
   Objective 4: Increase the number of participants obtaining mainstream benefits
   Objective 5: Using rapid re-housing as a method to reduce family homelessness

   Successful implementation of the ESG Program will decrease the number of persons who may enter homelessness by providing homeless prevention services; increase the number of homeless households who obtain permanent housing by providing rapid rehousing services; and decrease the number of street homeless by increasing the number of homeless that accesses emergency shelter or any housing programs.

The goals for all City funded programs are the following:

- 90% of at-risk households are prevented from entering the cycle of homelessness
- 75% of street homeless (homeless by HUD definition 1 year or longer in Southern Nevada) who received shelter and/or housing services obtain housing
- 70% of homeless households are stably housed (can maintain without additional housing assistance) within 12 months
- 85% of all households retain housing at least six months after receiving assistance
- 25% annual reduction in total number of existing street homeless (homeless by HUD definition 1 year or longer in Southern Nevada) in targeted areas within the city of Las Vegas (Downtown, Symphony Park, Hope Corridor, parks, etc...)

Records and reports must contain but are not limited to the following data:

— The # and names of homeless pre-screened for the Program grant
— The # and names of homeless enrolled in the Program grant and a description of area they came from i.e. under a bridge at "A" street/Owens or Downtown Las Vegas.
— The # and names of clients that received treatment services (mental health or substance abuse)
— The # and names of clients connected to mainstream cash benefits
— The # and names of clients connected to mainstream non-cash benefits
— The # and names of clients that complete a workforce development activity (school, training, OJT, vocational rehabilitation, etc.)
— The # and names of non-income clients with income at program exit
— The # and names of clients that exit to other permanent supportive housing programs
— The # and names of clients that are stably housed at exit
— The # and names of independent clients that remain housed 6 months after program exit
— Any success stories or progress that demonstrates the success of this program

All information must be entered as real-time data and all reports must be able to be pulled from the Southern Nevada Homeless Management Information System. CLV evaluates ESG performance in several different ways. The SNH CoC has established regional performance standards which are captured and reported in HMIS. These reports are regularly generated and reviewed by staff. The City also added specific performance requirements unique to homeless goals and objectives. Sub grantees are required to submit regular reports which are reviewed by staff. All of the above reports and methods are used to ensure ESG compliance with regulations and local written standards and that program goals are being met effectively and efficiently.

Discussion:
See above

Appendix - Alternate/Local Data Sources

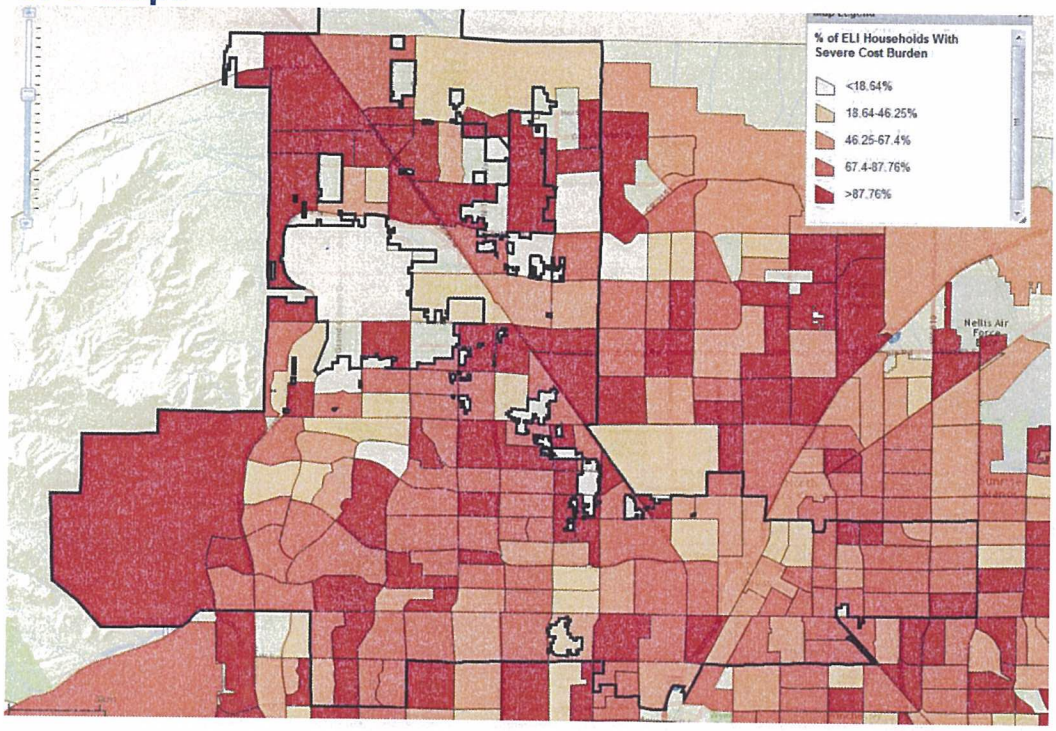
Add HUD SF424 & Other HUD required documents/certifications

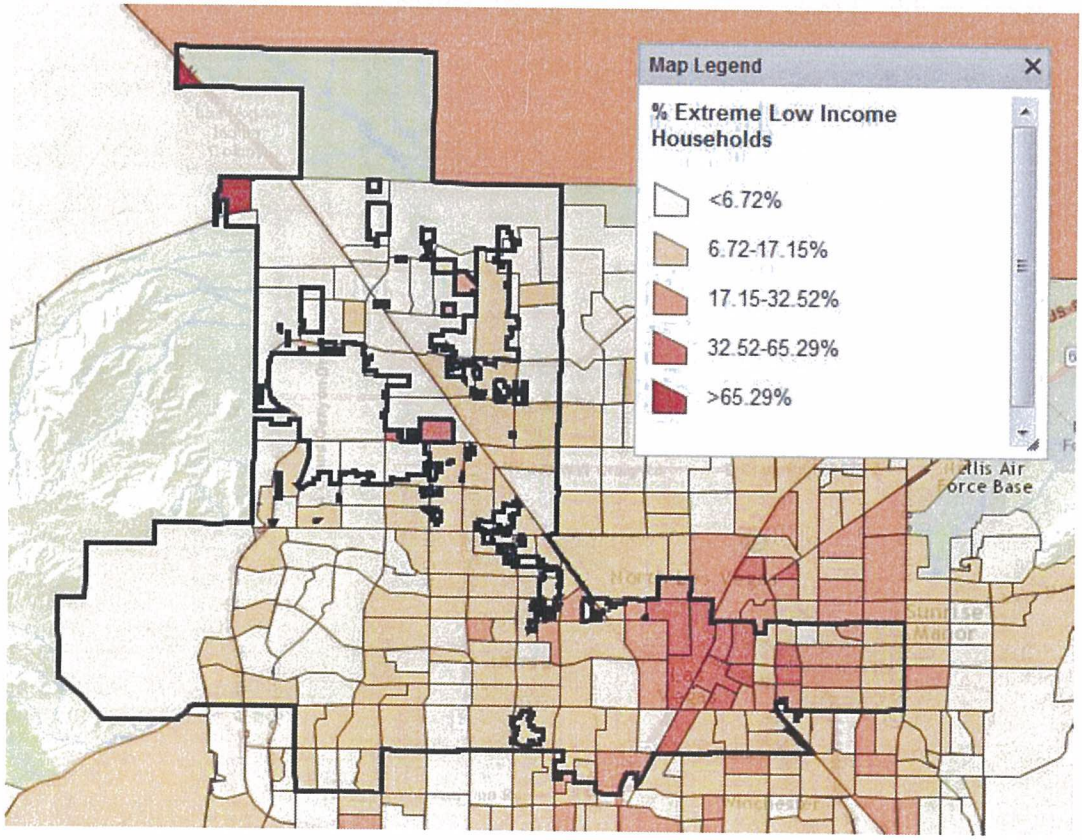
Add RAI Attachment with updated Planning Table

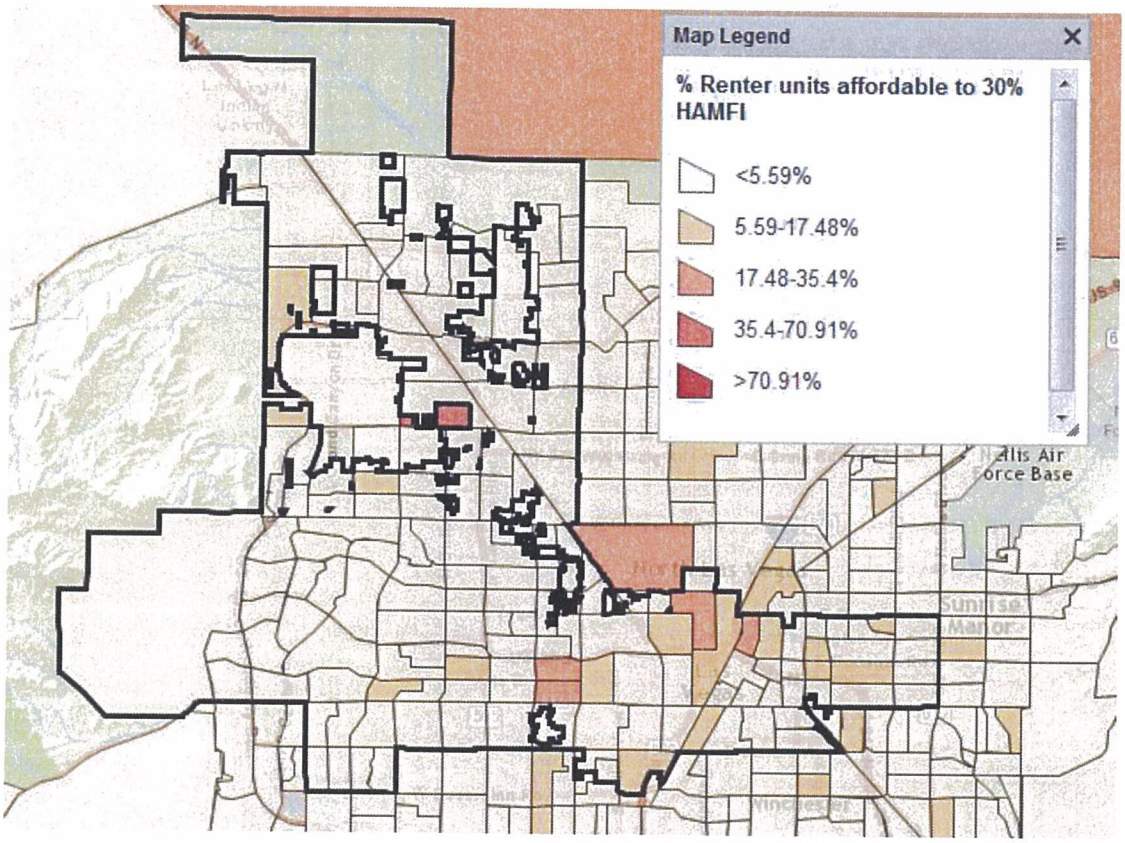
Add Draft Attachment of ESG Written Standards

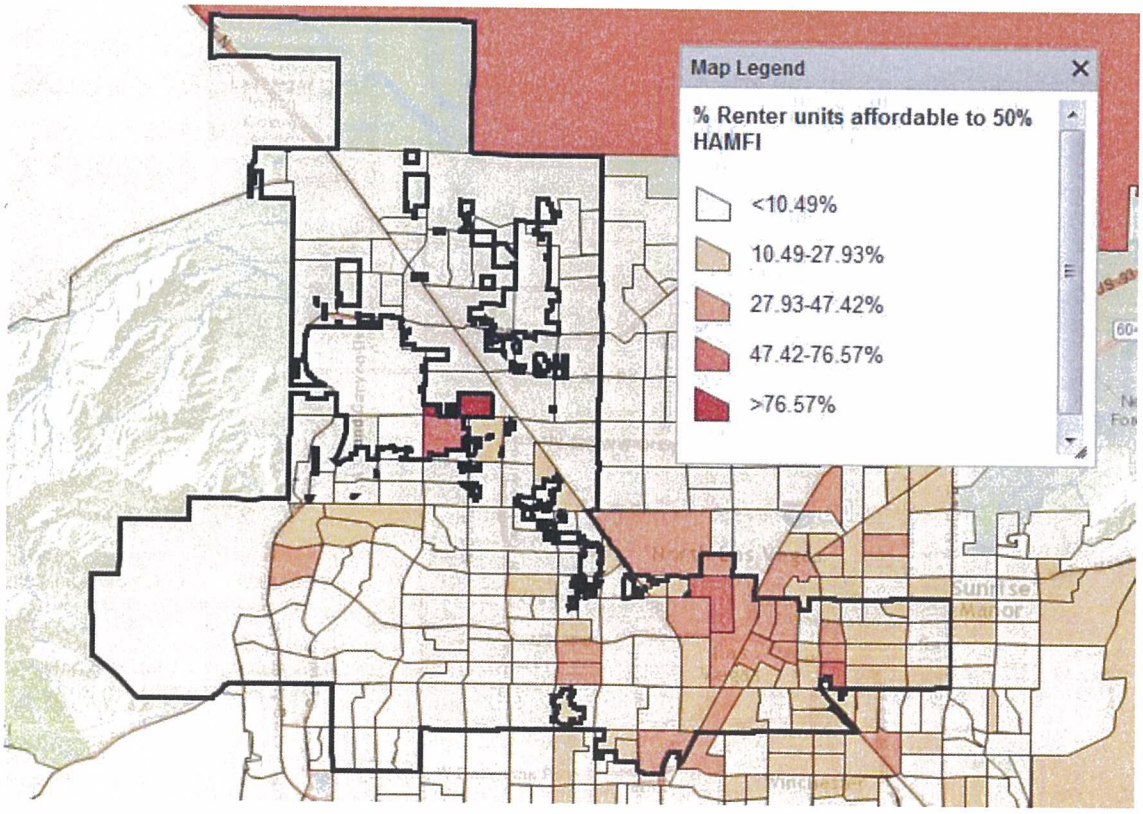
Add Draft Citizen Participation Plan

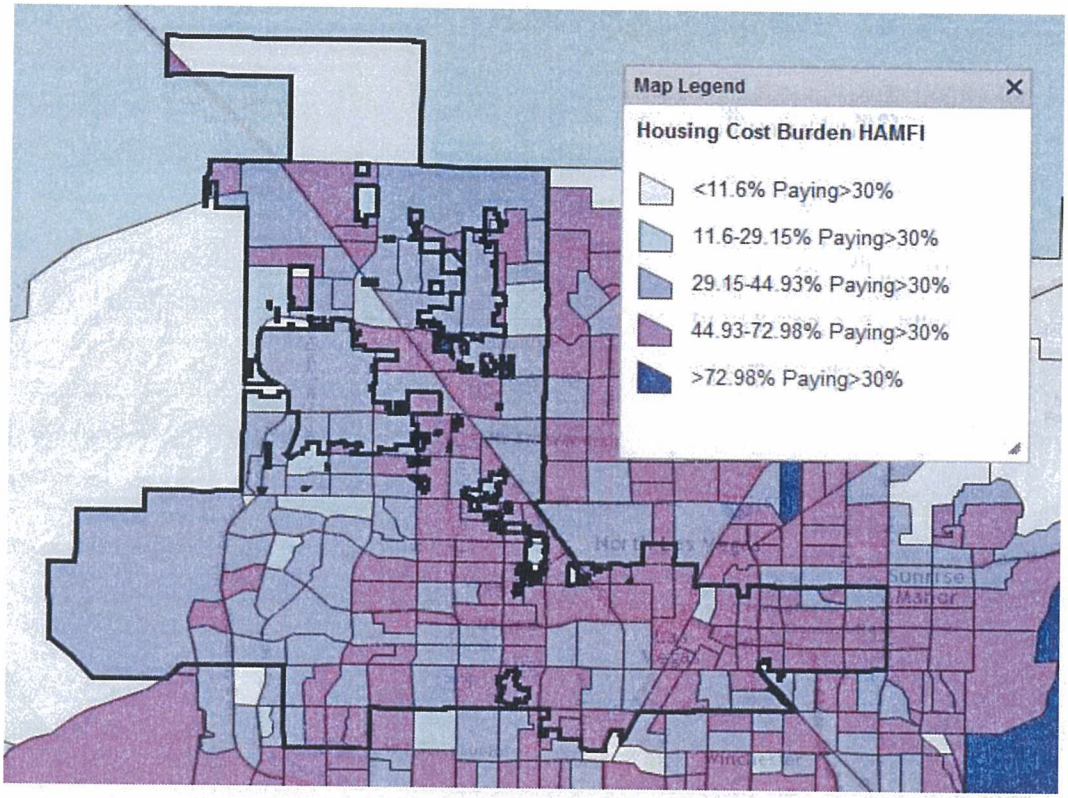
CPD Maps

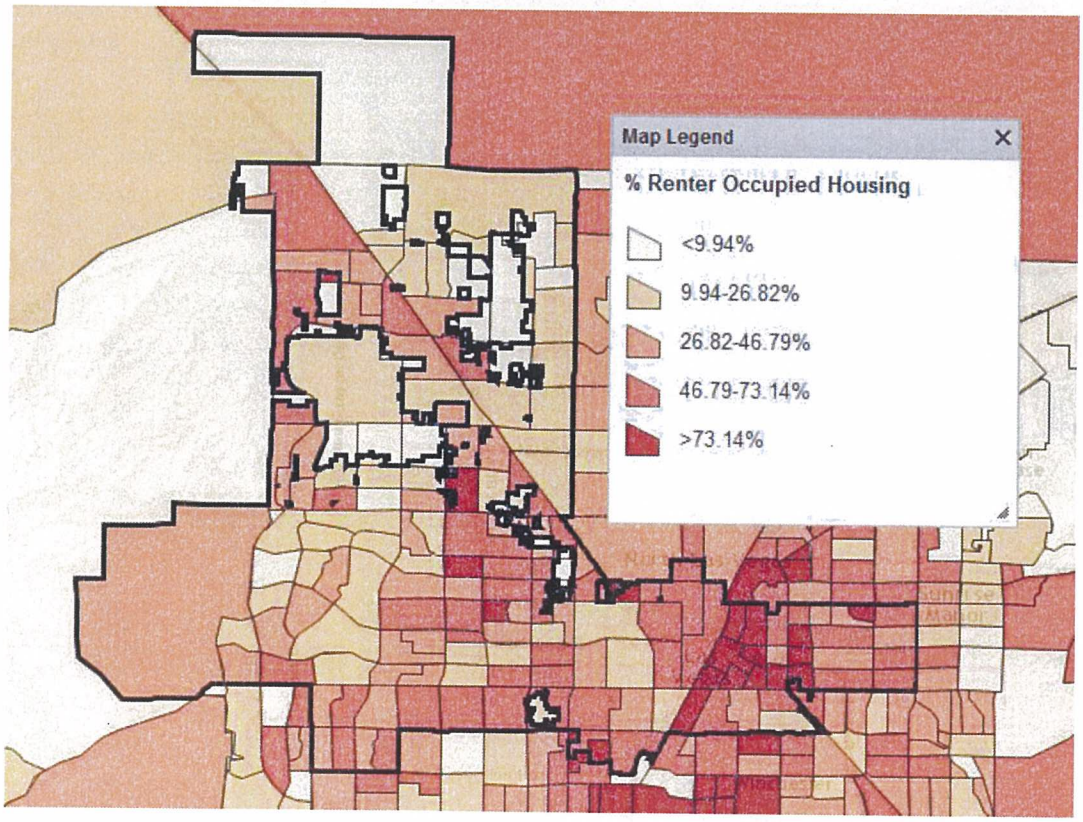

% of ELI Households With Severe Cost Burden
<18.64%
18.64-46.25%
46.25-67.4%
67.4-87.76%
>87.76%

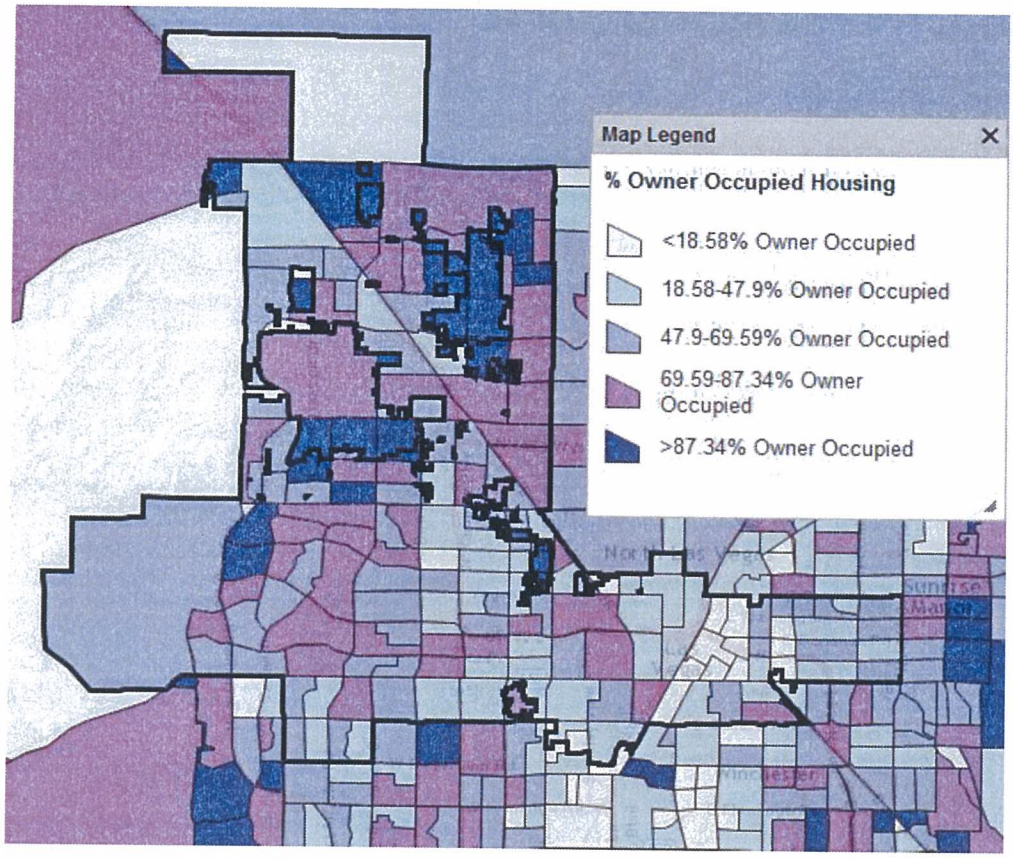

Map Legend
% Extreme Low Income Households
<6.72%
6.72-17.15%
17.15-32.52%
32.52-65.29%
>65.29%

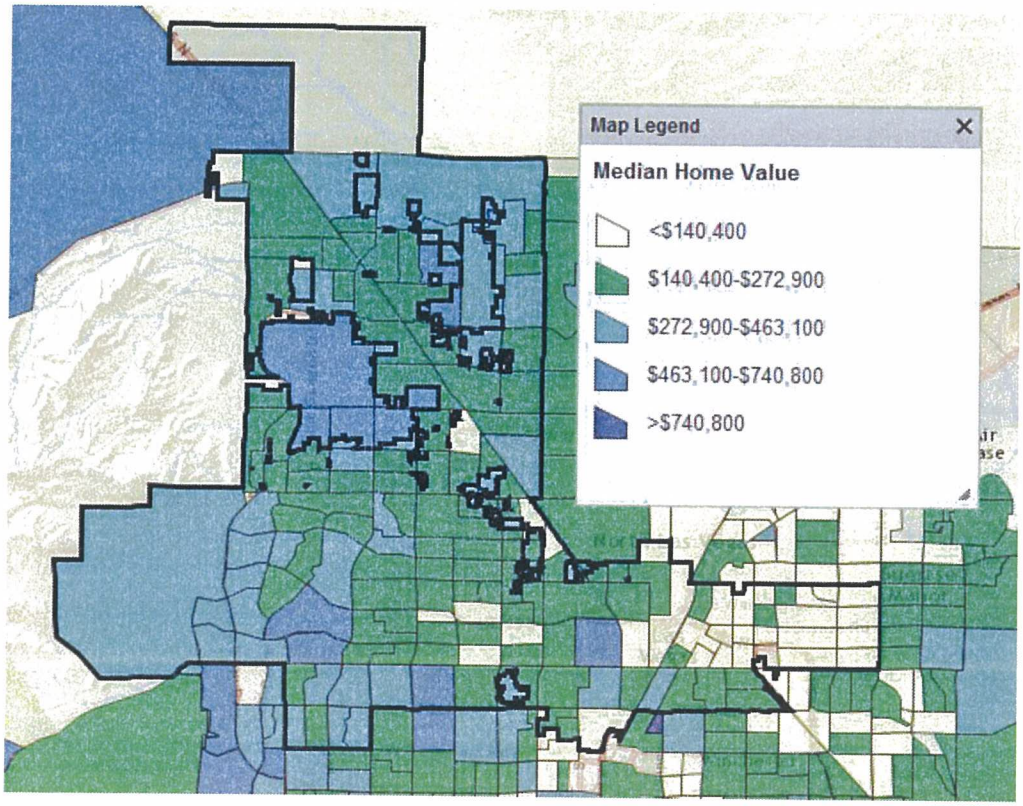

Map Legend
% Renter units affordable to 30% HAMFI
<5.59%
5.59-17.48%
17.48-35.4%
35.4-70.91%
>70.91%

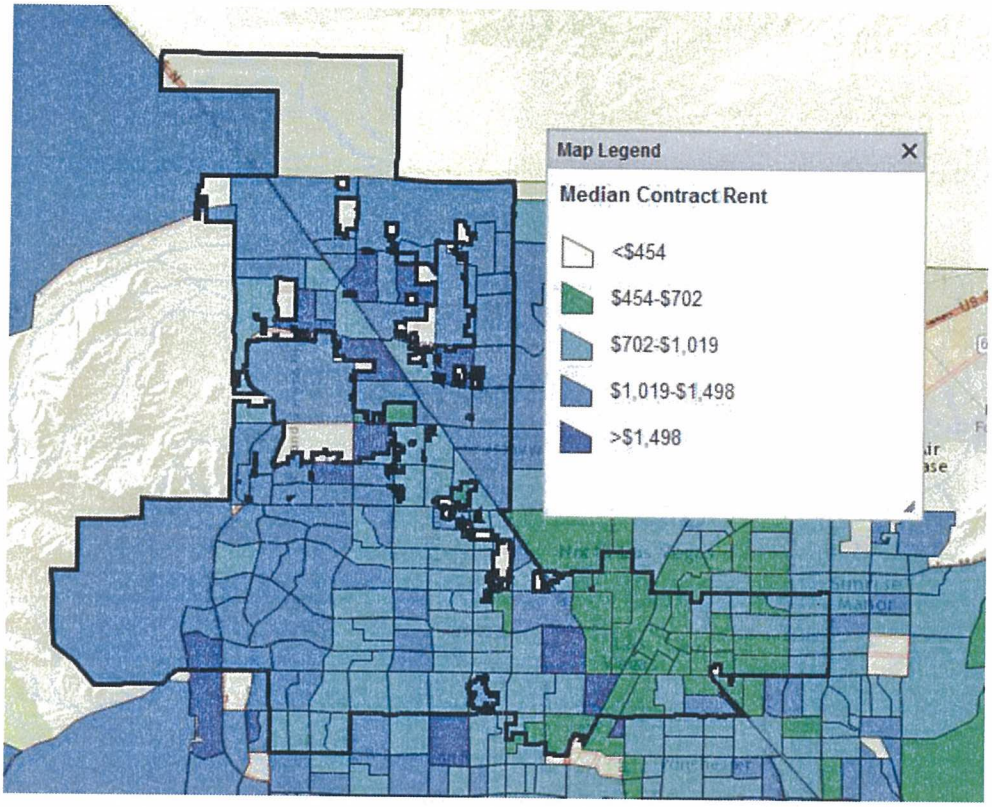

Map Legend
% Renter units affordable to 50% HAMFI
<10.49%
10.49-27.93%
27.93-47.42%
47.42-76.57%
>76.57%

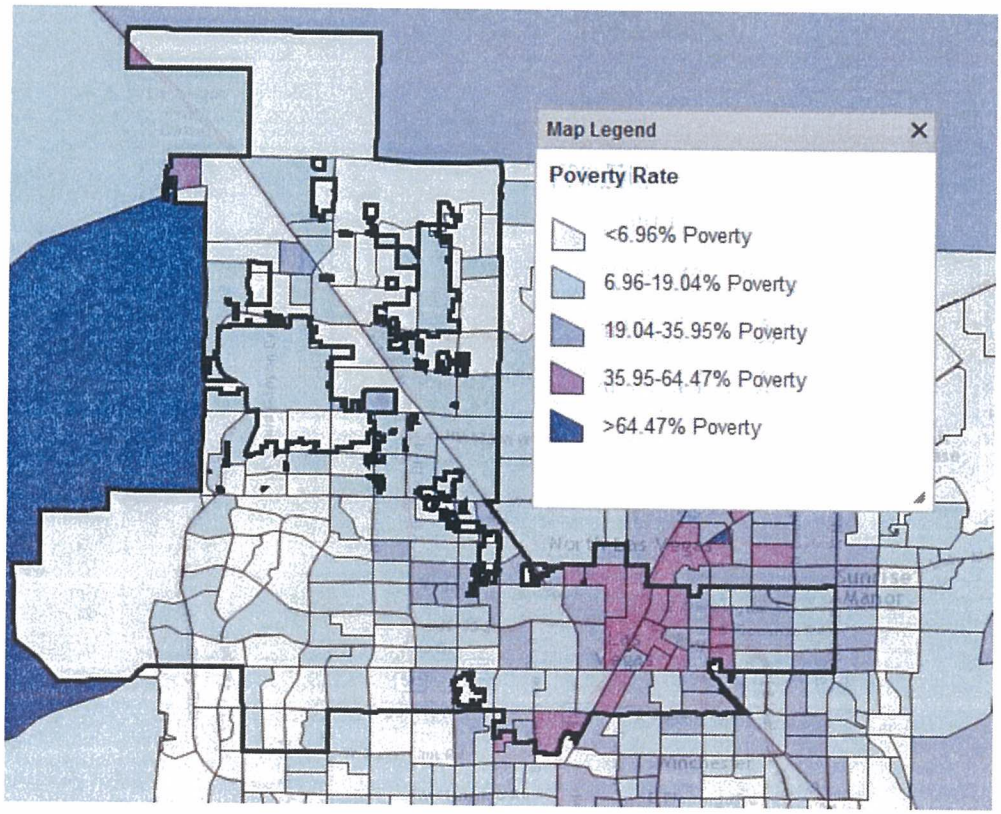

Map Legend
Housing Cost Burden HAMFI
<11.6% Paying>30%
11.6-29.15% Paying>30%
29.15-44.93% Paying>30%
44.93-72.98% Paying>30%
>72.98% Paying>30%

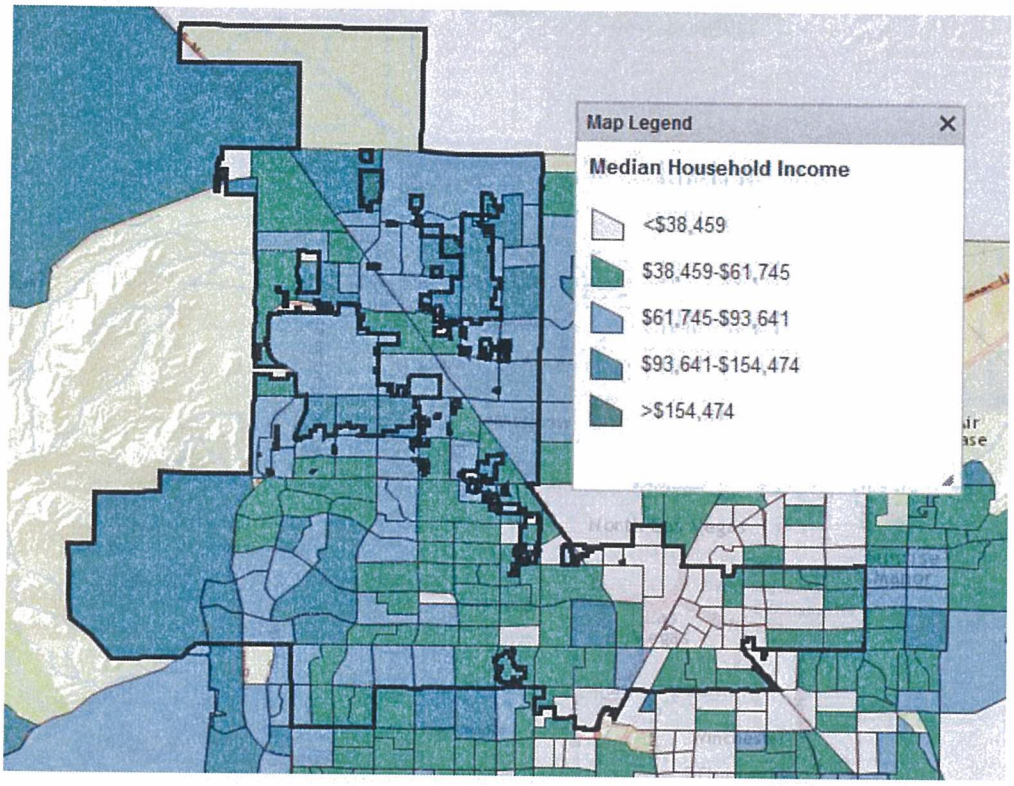

Map Legend
% Renter Occupied Housing
<9.94%
9.94-26.82%
26.82-46.79%
46.79-73.14%
>73.14%

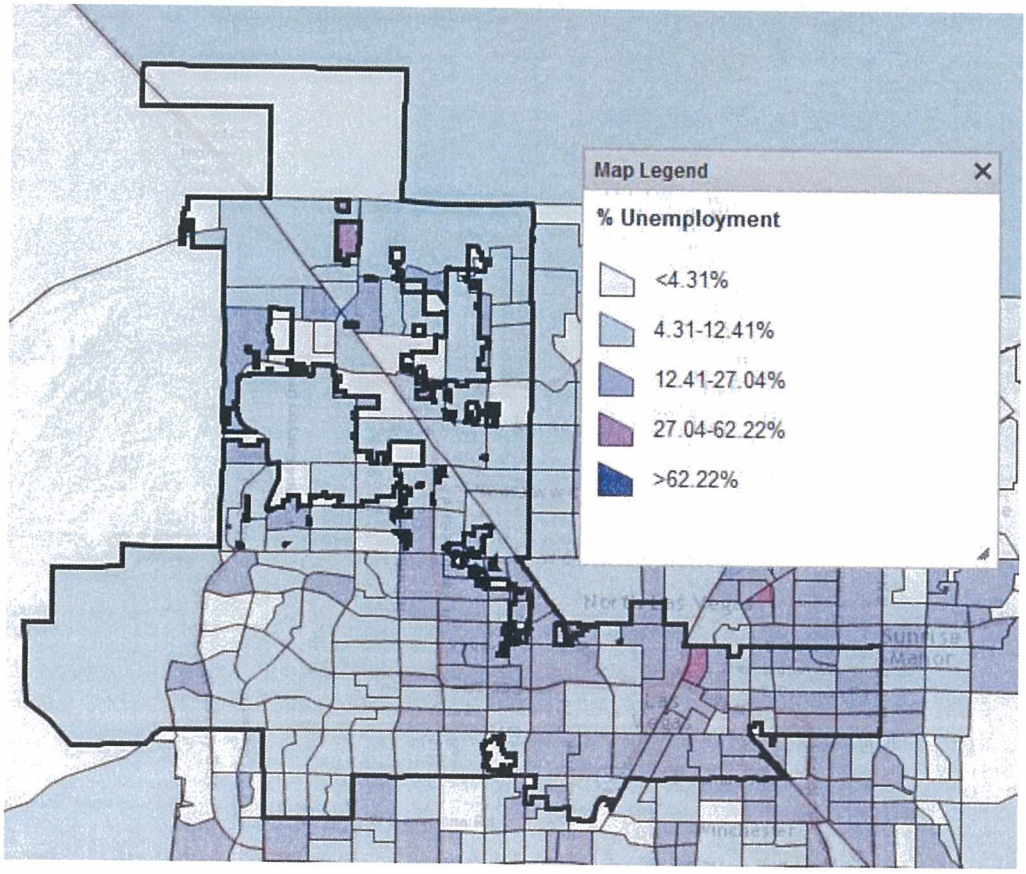

Map Legend
% Owner Occupied Housing
<18.58% Owner Occupied
18.58-47.9% Owner Occupied
47.9-69.59% Owner Occupied
69.59-87.34% Owner Occupied
>87.34% Owner Occupied

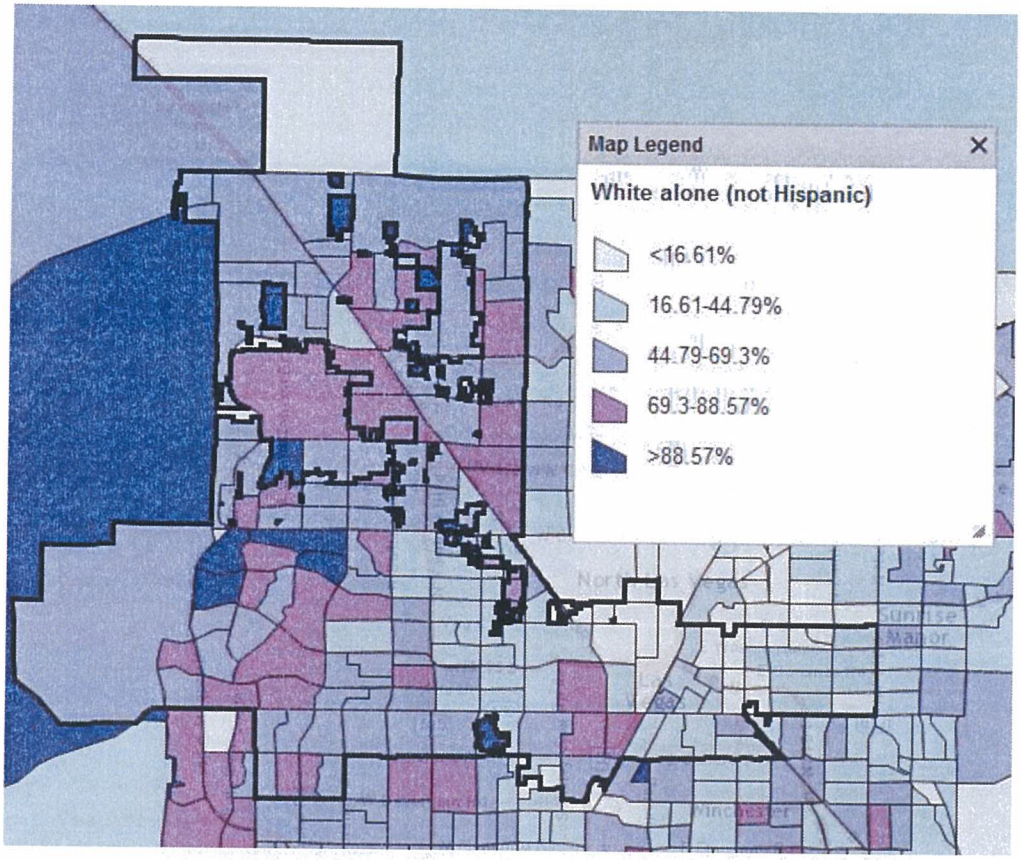

Map Legend
Median Home Value
<$140,400
$140,400-$272,900
$272,900-$463,100
$463,100-$740,800
>$740,800

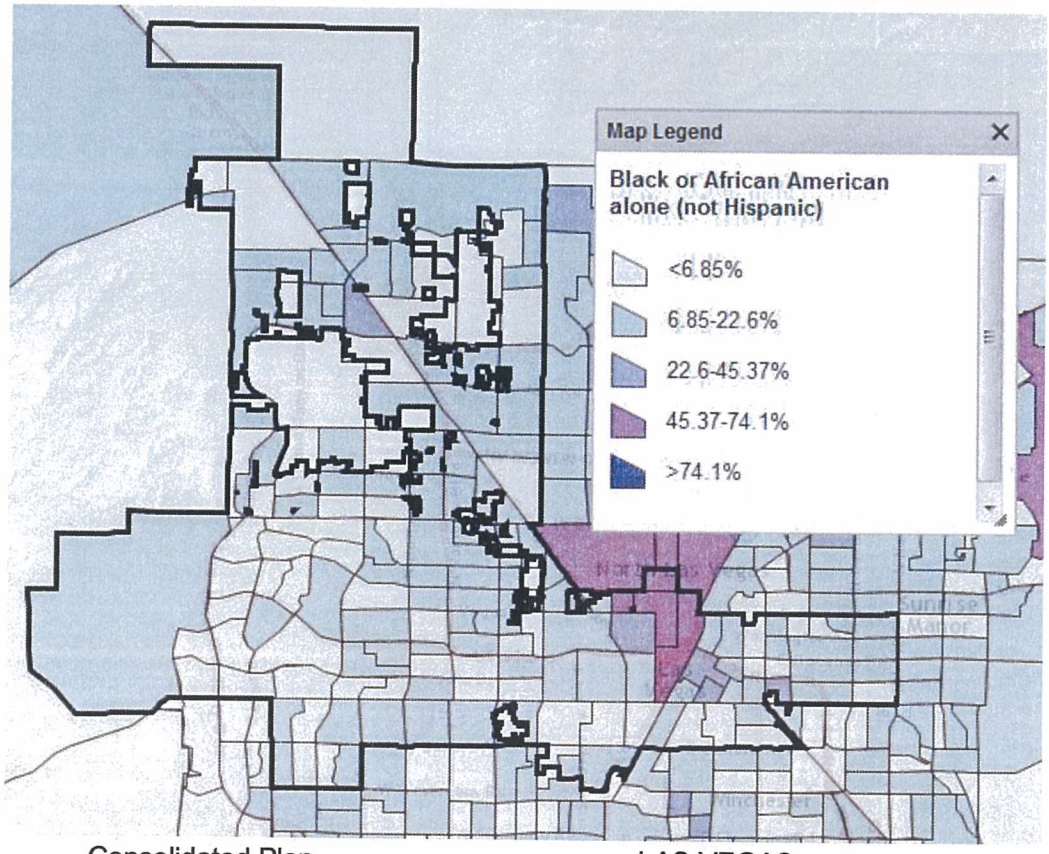

Map Legend
Median Contract Rent
<$454
$454-$702
$702-$1,019
$1,019-$1,498
>$1,498

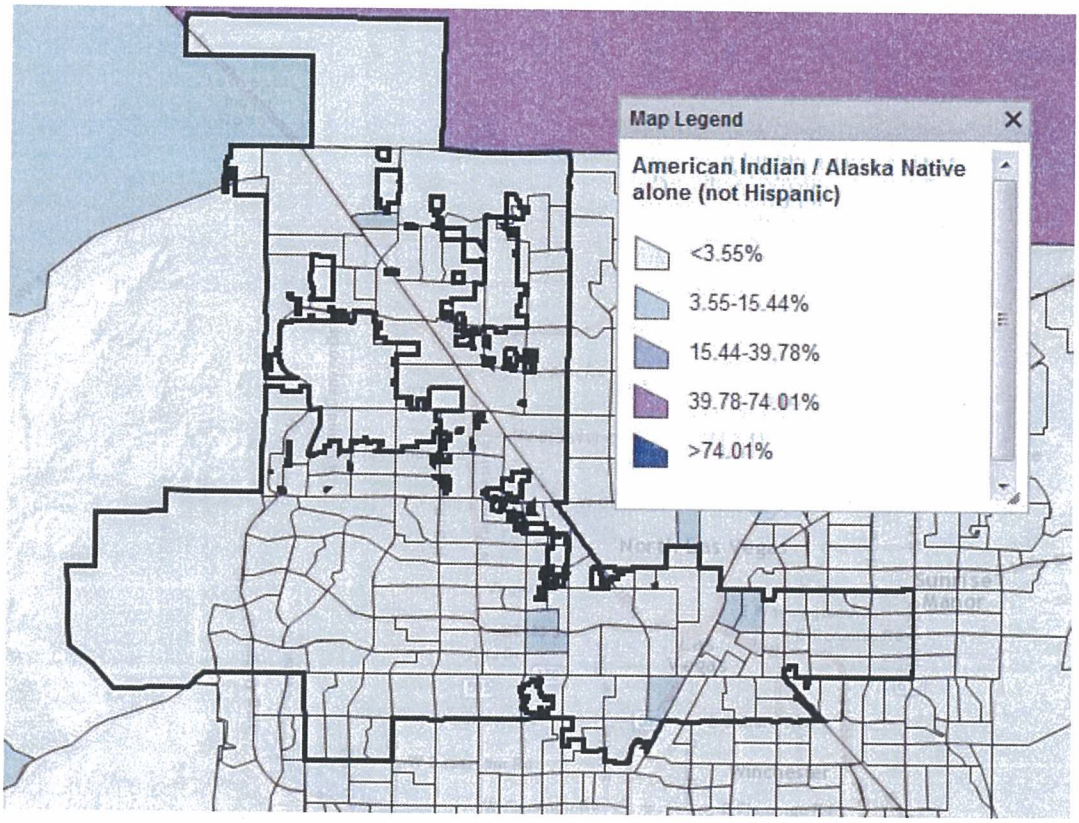

Map Legend
Poverty Rate
<6.96% Poverty
6.96-19.04% Poverty
19.04-35.95% Poverty
35.95-64.47% Poverty
>64.47% Poverty

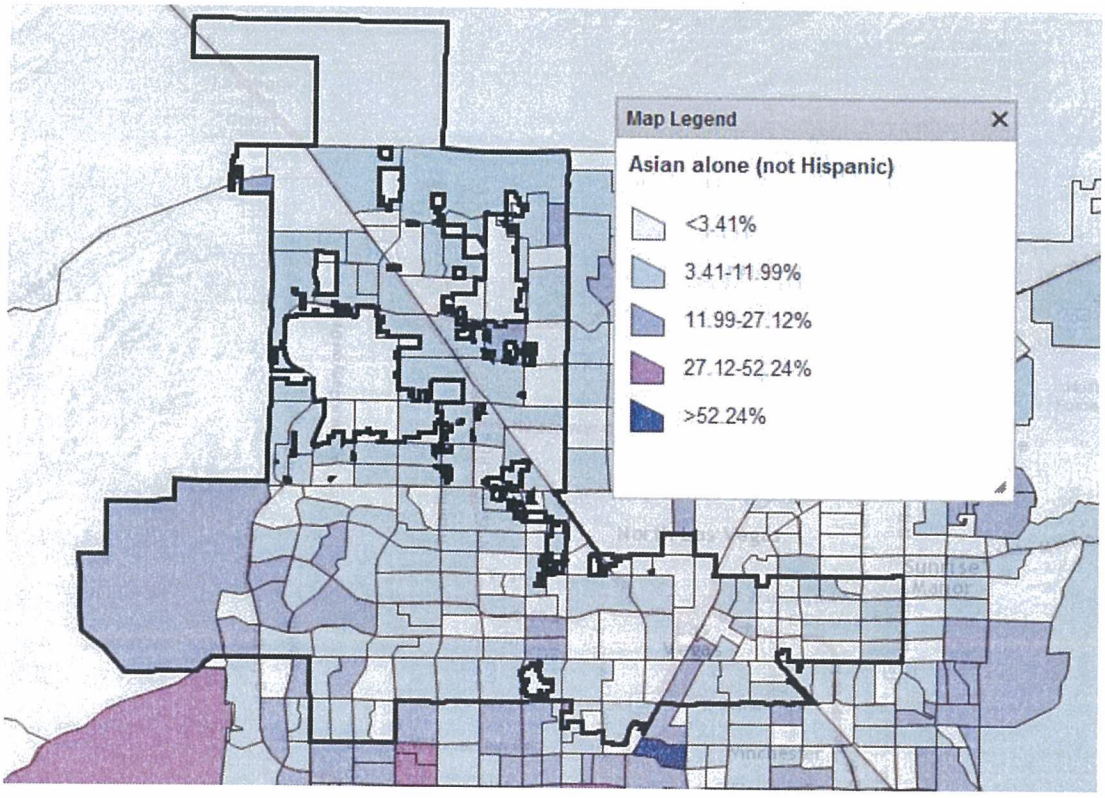

Map Legend
Median Household Income
<$38,459
$38,459-$61,745
$61,745-$93,641
$93,641-$154,474
>$154,474

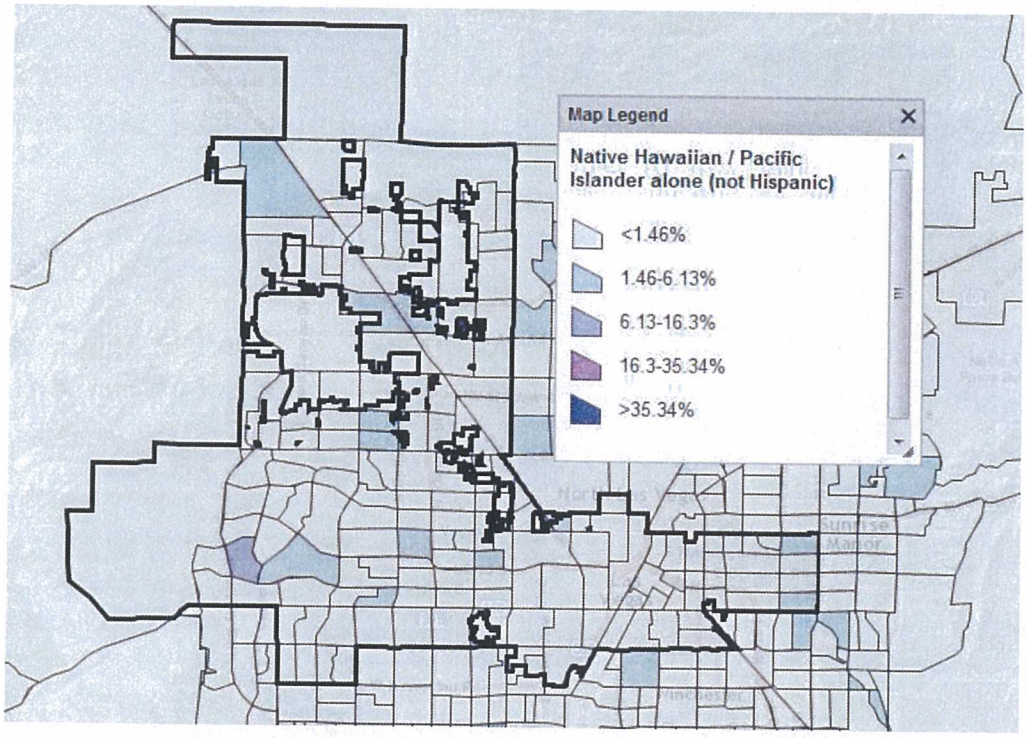

Map Legend
% Unemployment
<4.31%
4.31-12.41%
12.41-27.04%
27.04-62.22%
>62.22%

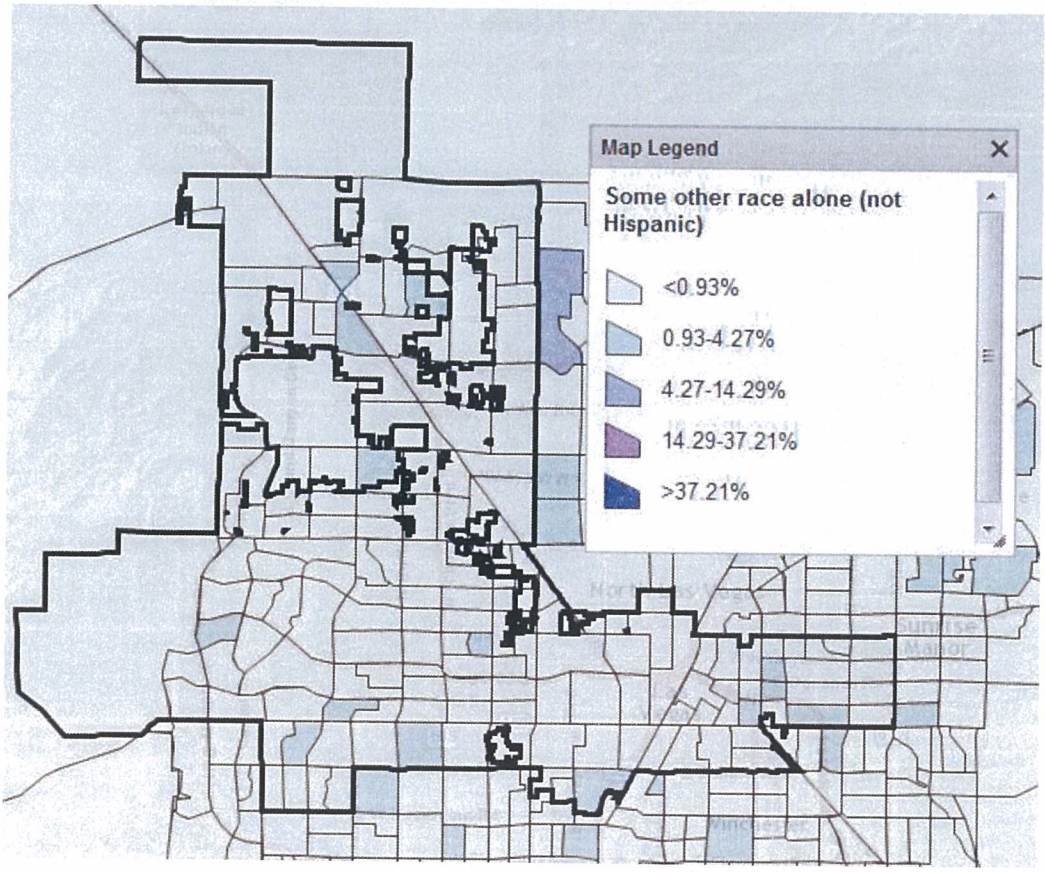

Map Legend
White alone (not Hispanic)
<16.61%
16.61-44.79%
44.79-69.3%
69.3-88.57%
>88.57%

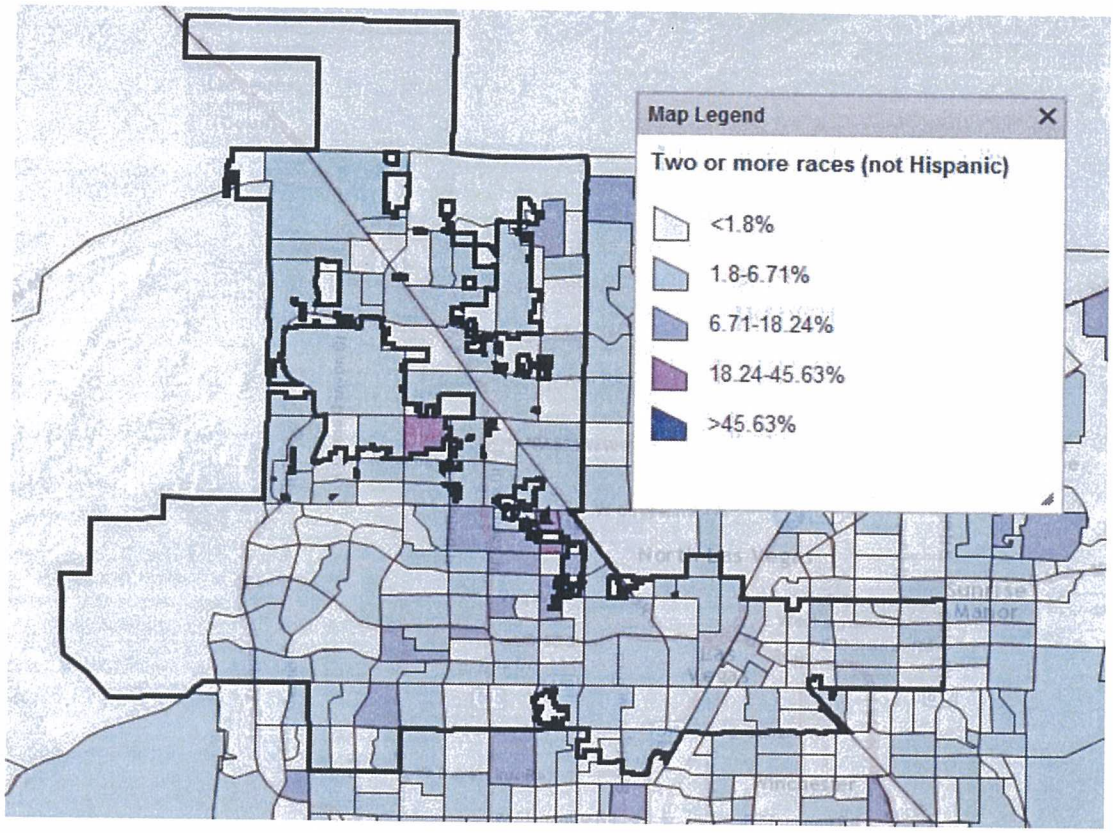

Map Legend
Black or African American alone (not Hispanic)
<6.85%
6.85-22.6%
22.6-45.37%
45.37-74.1%
>74.1%

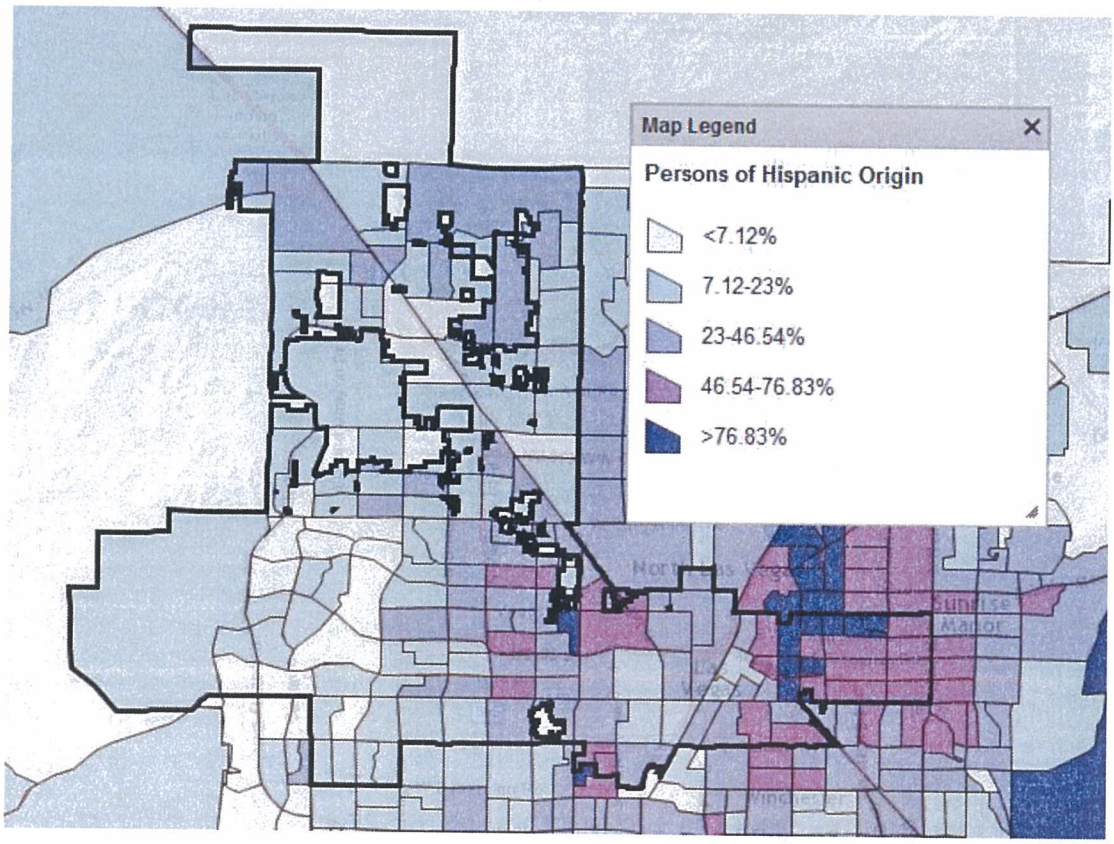

Map Legend
American Indian / Alaska Native alone (not Hispanic)
<3.55%
3.55-15.44%
15.44-39.78%
39.78-74.01%
>74.01%

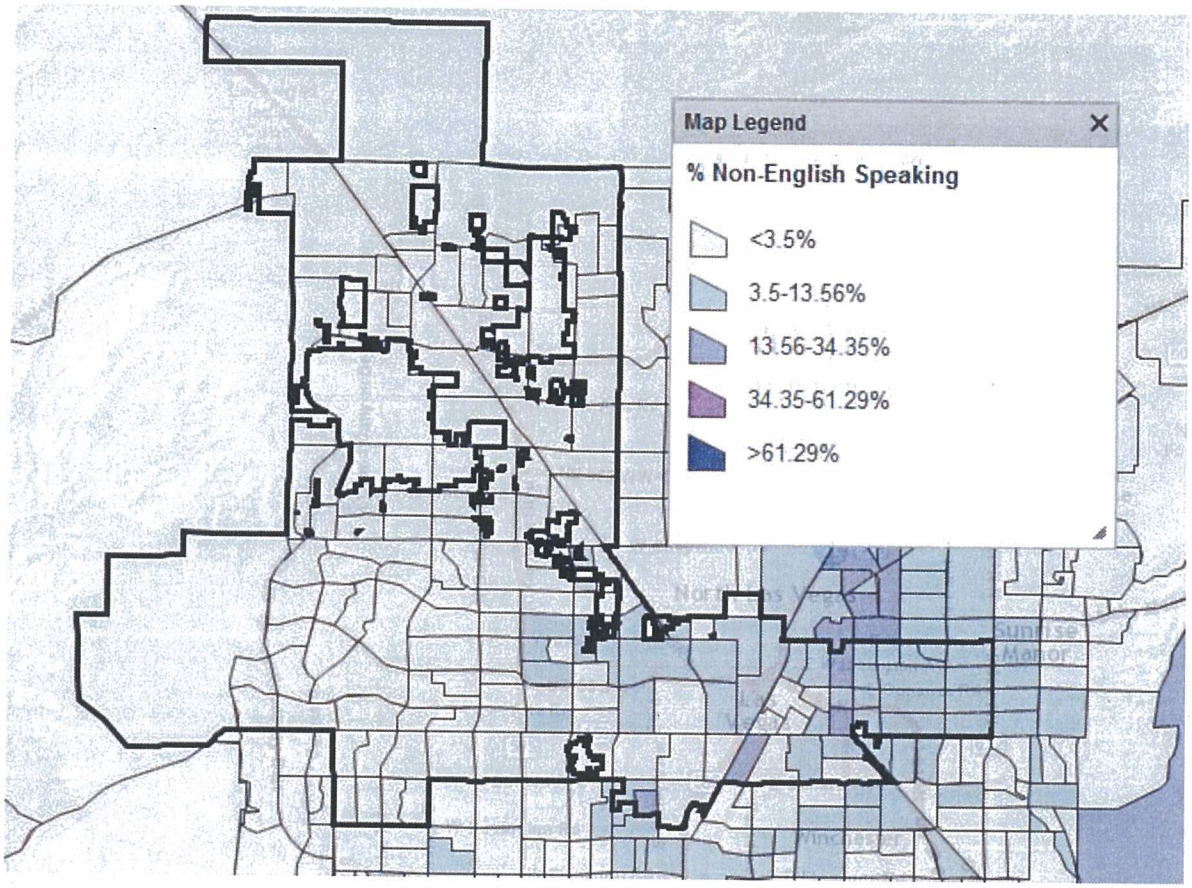

Map Legend
Asian alone (not Hispanic)
<3.41%
3.41-11.99%
11.99-27.12%
27.12-52.24%
>52.24%


Map Legend
Native Hawaiian / Pacific Islander alone (not Hispanic)
<1.46%
1.46-6.13%
6.13-16.3%
16.3-35.34%
>35.34%


Map Legend
Some other race alone (not Hispanic)
<0.93%
0.93-4.27%
4.27-14.29%
14.29-37.21%
>37.21%


Map Legend
Two or more races (not Hispanic)
<1.8%
1.8-6.71%
6.71-18.24%
18.24-45.63%
>45.63%


Map Legend
Persons of Hispanic Origin
<7.12%
7.12-23%
23-46.54%
46.54-76.83%
>76.83%


Map Legend
% Non-English Speaking
<3.5%
3.5-13.56%
13.56-34.35%
34.35-61.29%
>61.29%

City of Las Vegas Agenda Item No.: **44.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - DOWNTOWN DESIGN REVIEW COMMITTEE - Quentin Abramo, Debra Heiser and Mike Nolan, Term Expirations 5-4-2015

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City Council adopted Ordinance 6030 on March 4, 2009, creating the Downtown Design Review Committee to review signs proposed within the Downtown Casino Overlay District and Las Vegas Boulevard Scenic Byway Overlay District. The committee shall consists of seven members; three owners of businesses within the District appointed by the Mayor, two members of the Planning Commission appointed by the Commission, one representative of the Planning Department designated by the Planning Department Director and one representative of the Economic and Urban Development Department designated by the Economic and Urban Development Department Director. Terms are for three years, with no limit to the number of terms. The terms of Mr. Abramo, Ms. Heiser and Mr. Nolan will expire on May 4, 2015. Mr. Abramo and Mr. Nolan are eligible and wish to be reappointed. Ms. Heiser no longer wishes to serve.

RECOMMENDATION:
The Mayor to appoint a replacement for Ms. Heiser and reappoint Mr. Abramo and Mr. Nolan or appoint new members to fill those two seats.

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2. Recommendation Memos from Tom Perrigo, Acting Director, Planning Department

07/10/2014

DOWNTOWN DESIGN REVIEW COMMITTEE

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	ABRAMO, QUENTIN **(Owner of business in District)**	5-4-2009 (Reappt 5/2/2012)	5-4-2015
2.	HEISER, DEBRA **(Owner of business in District)**	5-4-2009 (Reappt 5/2/2012)	5-4-2015
3.	NOLAN, MIKE **(Owner of business in District)**	5-4-2009 (Reappt 5/2/2012)	5-4-2015
4.	SCHLOTTMAN, TRINITY HAVEN **(Planning Commission Representative)**	8-9-2011 (Reappt 7/08/2014)	8-9-2017
5.	TRUESDELL, RIC **(Planning Commission Representative)**	5-4-2009 (Reappt 5/8/2012)	5-4-2015
6.	MOONEY, COURTNEY **(Planning Dept. Representative)** (Replacing Flinn Fagg)	5-4-2012	5-4-2015
7.	BRATCHER, DAVID **(Office of Economic & Urban Development Representative)**	5-10-2011 (Reappt 5/2/2012)	5-4-2015

AUTHORITY: LVMC 19.06 (Ordinance #6030 Adopted 3-4-2009)

MEMBERS: 7 members
Two members of the Planning Commission, appointed by the Commission
One representative of the Planning Department, designated by the director of Planning Department
One representative of the Economic & Urban Development, designated by the director of the Economic & Urban Development
Three owners of businesses located within the District, appointed by the Mayor

TERM: Three years (no limit)

NOTES: NO FINANCIAL DISCLOSURE REQUIREMENT

DEPT. SUPPORT: Planning Department
Steve Gebeke, Planning Supervisor

Memorandum

City of Las Vegas
Department of Planning

To: LuAnn Holmes, Acting City Clerk

From: Tom Perrigo, Acting Director of Planning

CC: Quentin Abramo

Date: April 14, 2015

Re: Downtown Design Review Committee – Reappoint Mr. Quentin Abramo

RECEIVED
CITY CLERK
2015 APR 16 P 12:07

Staff has contacted Quentin Abramo about serving a third three-year term on the Downtown Design Review Committee. His current term expires May 4, 2015. Mr. Abramo has stated that he wishes to be reappointed for the DDRC. During his tenure on the Committee, he has maintained a good attendance record and has provided valuable input into the Downtown sign design review process. I highly recommend Quentin Abramo for reappointment to the Downtown Design Review Committee.

TP:ss

Memorandum

City of Las Vegas
Department of Planning

To: LuAnn Holmes, Acting City Clerk

From: Tom Perrigo, Acting Director of Planning

CC: Mike Nolan

Date: April 14, 2015

Re: Downtown Design Review Committee – Reappoint Mr. Mike Nolan

RECEIVED
CITY CLERK
2015 APR 16 P 12:01

Staff has contacted Mr. Nolan about serving a third three-year term on the Downtown Design Review Committee. His current term expires May 4, 2015. Mr. Nolan has enthusiastically stated that he wishes to be reappointed for the DDRC. During this current stint on the Committee, he has only missed one meeting. Mike always makes a point to ask clarifying questions of the applicants and always provides reasonable judgment in his decisions. I highly recommend Mike Nolan for reappointment to the Downtown Design Review Committee.

TP:ss

Memorandum

City of Las Vegas
Department of Planning

To: LuAnn Holmes, Acting City Clerk

From: Tom Perrigo, Acting Director of Planning

CC: Pamela Dylag

Date: April 14, 2015

Re: Downtown Design Review Committee – Appoint Ms. Pamela Dylag

RECEIVED
CITY CLERK
2015 APR 16 P 12:07

Staff has received a request from Ms. Pamela Dylag to be considered for appointment to a three-year term on the Downtown Design Review Committee. Ms. Dylag is a long-time Las Vegas resident and the owner of Velveteen Rabbit, a Downtown urban lounge, since 2013. She meets all qualifications for serving on the Committee and fully understands her role if appointed. I highly recommend Pamela Dylag for appointment to the Downtown Design Review Committee.

TP:ss

City of Las Vegas Agenda Item No.: **45.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
BOARDS & COMMISSIONS:

For Possible Action - BOARD OF APPEALS - Frank Wyatt, Rocky Magee, Mandee Thorn, Brent Wright, Term Expirations 5-16-2015

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City Council adopted Ordinance 6160 on September 7, 2011, creating the Board of Appeals to hear and decide on appeals of determinations made by the Building Official or Fire Marshal relating to the application and interpretation of technical codes. The committee consists of nine members representing the following categories: general contractors (2); electrical contractor or engineer; mechanical or plumbing contractor; fire protection engineer; architect registered by the State of Nevada; structural engineer registered by the State of Nevada; fire protection system contract and one lay member. Terms are for four years and members are limited to serving two consecutive full terms. The terms of Mr. Wyatt, Mr. Magee, Ms. Thorn and Mr. Wright will expire on May 16, 2015. All four members are eligible and do wish to be reappointed.

RECOMMENDATION:
Options are:
Reappoint Mr. Wyatt, Mr. Magee, Ms. Thorn and Mr. Wright or appoint new members to fill any or all of these seats.

BACKUP DOCUMENTATION:
1. Current Listing and Authority
2.Recommendation Memo from Chris Knight, Director, Building and Safety Department

BOARD OF APPEALS

MEMBERS	ORIGINAL APPT.	TERM EXPIRES
Frank Wyatt General Contractor	5-16-2012	5-16-2015
Shawn Danoski General Contractor	8-15-2012	8-15-2016
Rocco Prock Electrical Contractor/Engineer	5-16-2012	5-16-2016
Rocky Magee Mechanical/Plumbing Contractor	5-16-2012	5-16-2015
Brian Woodward Fire Protection Engineer	5-16-2012	5-16-2016
Mandi Thorn Lay Member	5-16-2012	5-16-2015
Eric Roberts Architect	5-16-2012	5-16-2016
Brent Wright Structural Engineer	5-16-2012	5-16-2015
Doug Sartain Fire Protection System Contractor	5-16-2012	5-16-2016

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AUTHORITY: LVMC 16.04.030 (Ordinance 6160 – 9/7/2011); (Ordinance 6191 - 5/2/2012); (Ordinance 6201 – 8/1/2012, amended to add additional member)

PURPOSE: To hear and decide appeals of determinations made by the Building Official or Fire Marshal relating to the application and interpretation of the technical codes.

TERM: 4 Years (the initial term of four members shall be for a three-year period)
Members are limited to two consecutive full terms. (Ord. 6191)
No City Residency Requirement

APPOINTED: 9 Members appointed by the City Council represent the following categories:

- Two general contractors
- One electrical contractor or electrical engineer
- One mechanical or plumbing contractor
- One fire protection engineer
- One lay member
- One architect registered by the State of Nevada
- One structural engineer registered by the State of Nevada
- One fire protection system contractor

Members may not be City employees, although the Building Official and Fire Marshal shall serve in an advisory capacity as ex-officio, non-voting members.

MEETINGS: Upon call of the Building Official

DEPT. SUPPORT: Christopher Knight Director, Building and Safety
Carmel Viado, Administrative Secretary, Building and Safety

Memorandum

City of Las Vegas
Building and Safety

To: LuAnn Holmes
Acting City Clerk

From: Christopher Knight CK
Director, Building and Safety

CC: Frank Wyatt
Pinnacle Homes

Date: March 23, 2015

Re: Frank Wyatt – City of Las Vegas Board of Appeals Re-Appointment

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We have contacted Mr. Frank Wyatt, whose term on the Board of Appeals expires on May 16, 2015. Mr. Wyatt wishes to be re-appointed to another four (4) years on this committee. I would like to recommend his appointment as a General Contractor representative.

CK: tie

Memorandum

City of Las Vegas
Building and Safety

To: LuAnn Holmes
Acting City Clerk

From: Christopher Knight CK
Director, Building and Safety

CC: Mandi Thorn
Harsch Investment Properties

Date: March 23, 2015

Re: Mandi Thorn – City of Las Vegas Board of Appeals Re-Appointment

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We have contacted Ms. Mandi Thorn, whose term on the Board of Appeals expires on May 16, 2015. Ms. Thorn wishes to be re-appointed to another four (4) years on this committee. I would like to recommend his appointment as a Lay Member representative.

CK: tie

Memorandum

City of Las Vegas
Building and Safety

To: LuAnn Holmes
Acting City Clerk

From: Christopher Knight CK
Director, Building and Safety

CC: Brent Wright
Wright Engineers

Date: March 23, 2015

Re: Brent Wright – City of Las Vegas Board of Appeals Re-Appointment

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We have contacted Mr. Brent Wright, whose term on the Board of Appeals expires on May 16, 2015. Mr. Wright wishes to be re-appointed to another four (4) years on this committee. I would like to recommend his appointment as a Structural Engineer representative.

CK: tie

Memorandum

City of Las Vegas
Building and Safety

To: LuAnn Holmes
Acting City Clerk

From: Christopher Knight CK
Director, Building and Safety

CC: Rocky Magee
Sierra Air Conditioning

Date: March 23, 2015

Re: Rocky Magee – City of Las Vegas Board of Appeals Re-Appointment

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We have contacted Mr. Rocky Magee, whose term on the Board of Appeals expires on May 16, 2015. Mr. Magee wishes to be re-appointed to another four (4) years on this committee. I would like to recommend his appointment as a Mechanical/Plumbing representative.

CK: tie

City of Las Vegas Agenda Item No.: **46.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2015-20 - For Possible Action - 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:
ADOPTION at the 5/6/2015 City Council Meeting as First Amendment pursuant to the 4/13/2015 Recommending Committee Meeting

First Reading – 4/1/2015; First Publication – 4/16/2015

BACKUP DOCUMENTATION:
1. Bill No. 2015-20
2. Bill No. 2015-20, First Amendment

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

FIRST AMENDMENT

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. This term does not include an erotic dance establishment as licensed under LVMC 6.35 or an establishment that qualifies as an erotic dance establishment.

(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.

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 sufficiently 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 live 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) under the following circumstances:

(a) 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; or

(b) in connection with a proposed nightclub that will be located within an establishment which has a non-restricted gaming license and is not exempted pursuant to paragraph 5;

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:

_____ 4/14/15
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 amended 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: MAY 6, 2015

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2015-21 - Levies Assessment for Special Improvement District No. 1485 - Alta Drive (Rancho Drive to approximately 275 feet west of Lacy Lane) (Landscape Maintenance FY2016)
Proposed by: David N. Bowers, Director of Public Works

Fiscal Impact

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

PURPOSE/BACKGROUND:
Levies the assessment for the annual maintenance costs of street beautification improvements along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane. The referenced assessments reflect the estimated maintenance costs from July, 2015 through June, 2016.

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. 2015-21

BILL NO. 2015-21

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2016); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (hereinafter the "City Council" and "City", respectively) in the County of Clark and State of Nevada, has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2016) (hereinafter the "District"), to defray the annual maintenance costs of a street beautification project within the District (hereinafter the "Maintenance Project") as defined in Chapter 271, Nevada Revised Statutes and has provided that the entire cost and expense of the Maintenance Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of the Consolidated Local Improvement Law; and

WHEREAS, the City Council has heretofore determined that the entire cost and expense of the Maintenance Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Maintenance Project; and

WHEREAS, in accordance with NRS 271.360 and NRS 271.378, the City Council has heretofore determined, and does hereby declare, that the net cost of the Maintenance Project for FY2016 (including all necessary incidentals which either have been or will be incurred in connection with the District) is $75,800, of which, $ -0- is available from other sources and of which $75,800 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Maintenance Project; and

WHEREAS, the City Council, by resolution heretofore adopted and directed the Director of Public Works with the assistance of the City Engineer Division (hereinafter the "Engineer") to make out a final assessment roll; and

WHEREAS, after a determination of the costs of such work to be paid by the property specially benefited, the City Council, together with the Engineer made out a final assessment roll containing, among other things, the names and addresses of the last known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon; and

WHEREAS, the Engineer has reported the final assessment roll to the City Council and has filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, April 1, 2015, at 9:00 a.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Maintenance Project in the District, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the Engineer has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Maintenance Project in the District should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, April 1, 2015, at 9:00 a.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll ("Tabulation of Parcels") to be filed in the records of the office of the City Clerk on March 4, 2015; and

WHEREAS, the City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing on April 1, 2015, of the filing of the final assessment roll in her office, of the date of

filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1485 (FY2016) Assessment Protest Resolution; and

WHEREAS, by the District No. 1485 (FY2016) Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor the total cost of the Maintenance Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency; and

WHEREAS, the City Council has determined, and does hereby determine, that the City shall pay the costs of the Maintenance Project, with funds completely derived from the levy of assessments.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1485 (FY2016) Levy Ordinance" (hereinafter the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District is without sufficient merit and the same be, and the same hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1485 (FY2016) Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2016) including, but not limited to, the creation of the District, the amount of the maintenance contract, the levy of assessments for

those purposes, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying the costs and expenses of the Maintenance Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by the Maintenance Project) and described in the final assessment roll for the District, as filed in the office of the City Clerk on March 4, 2015, and as modified and confirmed by the District No. 1485 (FY2016) Assessment Protest Resolution duly adopted by the City Council on April 15, 2015.

Section 5. The assessments shall be due and payable at the office of the City Treasurer within 30 days after this Ordinance becomes effective, without interest and without demand; provided that all or any part of such assessments may, at the election of the owner, be paid in installments, as hereinafter provided. Failure to pay the whole assessment within said period of 30 days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in installments the amount of the assessment then unpaid. In case of such election to pay in installments, the unpaid assessments shall be payable in four (4) substantially equal quarterly installments of principal until paid in full, without interest, payable at the office of the City Treasurer on July 1, 2015, October 1, 2015, January 1, 2016 and April 1, 2016. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had

not been suffered. The owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any installment of the unpaid principal.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the property owner's application for renewal of the Hardship Determination is disapproved; or (c) the property owner pays all previous and current assessments. The property owner shall file an application for renewal of the Hardship Determination each year when the Maintenance Project is levied. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. May 24, 2015) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal, penalties, and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Council may require the City Treasurer to apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the

City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.625. Nothing herein shall be construed as preventing the City, at the direction of the governing body, from collecting any assessment by suit in the name of the governing body. The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable and the last day for their payment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher or his designee and filed with the City Clerk of the City. In accordance with NRS 271.390(2) the City Clerk or Deputy City Clerk shall also give written notice of the levying of the

assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments have been paid in full or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR BOUNDARIES OF DISTRICT IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2016)

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1485 (FY2016) Levy Ordinance (hereinafter the "Levy Ordinance") was duly passed, adopted, signed and approved on May 20, 2015. The Levy Ordinance levied and assessed the cost and expense of Boundaries of District against the lots, tracts and parcels of land specially benefited by the maintenance in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2016)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the ordinance).

Assessments are due and payable at the office of the City Treasurer in Las Vegas, Nevada, on or before June 23, 2015, being 30 days after the effective date of the Levy Ordinance, without interest and without demand, provided that all, or any part of such assessments may, at the election of the owner, be paid in installments, without interest as hereinafter provided. Failure to pay the whole assessment within the 30-day period will be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay the unpaid assessment in installments. In case of such election to pay in installments, the unpaid assessments will be payable in four (4) substantially equal quarterly installments of principal until paid in full, being payable at the office of the City Treasurer in Las Vegas, Nevada, on July 1, 2015, October 1, 2015, January 1, 2016, and April 1, 2016. Failure to pay any assessment installment when due will cause the whole of the unpaid principal of such assessment to become due and payable immediately at the City's option, and the whole amount of the unpaid principal will, after such delinquency, whether the City's option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid, but at any time prior to the date of the sale, the owner may pay the amount of all

delinquent installments originally becoming due on or before the date of payment, and all penalty interest accrued, and will thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property not in default as to any assessment installment or payment may, at any time, pay the whole or any installment of the unpaid principal.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the property owner's application for renewal of the Hardship Determination is disapproved; or (c) the property owner pays all previous and current assessments. The property owner shall file an application for renewal of the Hardship Determination each year when the Maintenance Project is levied. The owner shall also be subject to the lien as provided in Section 6 hereof.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from May 24, 2015, (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this May 20, 2015.

LUANN D. HOLMES, MMC
Acting City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. That in accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before May 20, 2015, such publication to be in substantially the following form:

(FORM OF PUBLICATION OF NOTICE OF DEPOSIT OF AN ORDINANCE)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 ALTA DRIVE (LANDSCAPE MAINTENANCE FY2016) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 495 South Main Street, Las Vegas, Nevada, and that such ordinance was proposed on the 15th of April, 2015, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 20th of May, 2015.

/s/ LuAnn D. Holmes
Acting City Clerk

(End of Form)

Section 15. That this Ordinance shall be in effect on the day after its publication, as hereinafter provided. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 ALTA DRIVE (LANDSCAPE MAINTENANCE FY2016); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on April 15, 2015, and was passed at a regular meeting held on May 20, 2015, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:	Carolyn G. Goodman Stavros S. Anthony Lois Tarkanian Steven D. Ross Ricki Y. Barlow Bob Coffin Bob Beers
Those Voting Nay:	_____ _____
Those Absent:	_____ _____

This Ordinance shall be in full force and effect from and after May 24, 2015, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This 20th of May, 2015.

/s/ CAROLYN G. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ LUANN D. HOLMES
Acting City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

Introduced April 15, 2015, PASSED, ADOPTED AND APPROVED May 20, 2015.

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
Acting City Clerk

Approved as to Form:

3/31/15
Date

Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) **ss**
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, MMC, the duly chosen, qualified Acting City Clerk of the City of Las Vegas (hereinafter the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council on April 15, 2015, and finally adopted and approved on May 20, 2015.

2. The following members of the City Council were present at the April 15, 2015, Council meeting:

Mayor:	Carolyn G. Goodman
Councilmembers:	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers

3. The foregoing Ordinance was first proposed and read by title to the City Council on April 15, 2015, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on May 20, 2015, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the May 20, 2015, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Carolyn G. Goodman
	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers
Those Voting Nay:	_____
	_____
Those Absent:	_____
	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Acting Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on April 15, 2015, and May 20, 2015. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Hall
495 South Main Street
Las Vegas, Nevada

(ii) City of Las Vegas Development Services Center
333 North Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on April 15, 2015, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on May 20, 2015, is attached to this certificate as Exhibit B.

7. A copy of the affidavit of publication of filing of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

8. Upon request, the governing body provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the members of the governing body for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this May 20, 2015.

LUANN D. HOLMES, MMC
Acting City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 15, 2015 Meeting)

EXHIBIT B

(Attach Copy of Notice of May 20, 2015 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Filing of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

City of Las Vegas Agenda Item No.: **48.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
RECOMMENDING COMMITTEE: BILL ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2015-22 - Levies Assessment for Special Improvement District No. 1516 - Fremont Street Maintenance District FY2016 (Las Vegas Boulevard to 8th Street) Proposed by: David N. Bowers, Director of Public Works

Fiscal Impact

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

PURPOSE/BACKGROUND:
The District provides annual funding for the maintenance of the Fremont Street Commercial Area Vitalization Project. The estimated budget includes landscape, street and neon sign maintenance, utilities, advertising, marketing and promotional activities within the district. The property owners will be billed in four (4) quarterly installments without interest. The referenced assessments reflect the estimated costs of SID 1516 from July 1, 2015 through June 30, 2016. The maintenance of the Commercial Area Vitalization Project is funded 100% by the property owners through this SID.

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

BACKUP DOCUMENTATION:
Bill No. 2015-22

BILL NO. 2015-22

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2016 (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (the "City Council" and "City," respectively) in the County of Clark and State of Nevada (the "State"), has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District FY2016 (Las Vegas Boulevard to 8th Street) (the "District"), for the purpose of acquiring, improving and maintaining a Commercial Area Vitalization Project (the "Project"), as defined in Nevada Revised Statutes ("NRS") 271.063, and has provided that the cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of NRS Chapter 271; and

WHEREAS, the City Council has heretofore determined that the cost and expense of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, in accordance with NRS 271.360 and 271.377, the City Council has heretofore determined, and does hereby declare, that the net cost of the Project for FY2016 (including all necessary incidentals which either have been or will be incurred in connection with the District) is $252,402, of which $-0- is available from other sources and $252,402 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

WHEREAS, the City Council, by resolution heretofore adopted, directed the City's Director of Public Works, together with the City Engineer Division of the City and certain consulting engineers (collectively, the "City Engineer") to make out a final assessment roll for the District; and

WHEREAS, after a determination of the portion of the costs of such work to be paid by the property specially benefited, the City Council, together with the City Engineer made out a final assessment roll for the District containing, among other things, the names and addresses of the last

known owners of the property to be assessed, a description of each lot, tract, or parcel of land to be assessed, and the amount of the assessment thereon; and

WHEREAS, the City Engineer has reported the final assessment roll to the City Council and has filed the final assessment roll with the City Clerk of the City (the "City Clerk"); and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, April 1, 2015, at 9:00 a.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Project, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the City Engineer has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Project should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, April 1, 2015 at 9:00 a.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll for the District to be filed in the records of the office of the City Clerk on March 4, 2015; and

WHEREAS, the City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing on April 1, 2015, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

WHEREAS, at the time and place so designated, the City Council met to hear and determine all objections filed or made orally by any interested party; and

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1516 (FY2016) Assessment Protest Resolution; and

WHEREAS, by the District No. 1516 (FY2016) Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor that portion of the total cost of the Project payable from assessments as heretofore determined; and

WHEREAS, it is incumbent upon the City Council to provide when said assessments shall become due and penalties payable after any delinquency.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES ORDAIN AS FOLLOWS:

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1516 (FY2016) Levy Ordinance" (the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District and the Project is without sufficient merit and the same be, and hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1516 (FY2016) Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the creation of the District, the acquisition of the Project, the amount of the maintenance contract, the levy of assessments for those purposes, the determination that the tracts in the District will receive special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying a portion of the costs and expenses of the Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by the Project) and described in the final assessment roll for the District, as filed in the office of the City Clerk on March 4, 2015, and as modified and confirmed by the District No. 1516 (FY2016) Assessment Protest Resolution duly adopted by the City Council on April 15, 2015.

Section 5. The assessments shall be due and payable at the office of the City Treasurer in four (4) substantially equal quarterly installments of principal until paid in full, without interest, principal on such assessments being payable quarterly on July 1, 2015, October 1, 2015, January 1, 2016 and April 1, 2016. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any quarterly installment of the unpaid principal of such owner's assessment.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the term of the bonds expire; (c) the property owner's application for renewal of the Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 hereof.

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. May 24, 2015) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal and the interest thereon, and any penalties and collection costs).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Treasurer may apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

Section 8. In case any lot, tract or parcel of land so assessed is delinquent in the payment of the assessment or any installment of principal or interest, the City Council shall forthwith cause the owner of such delinquent property, if known, to be immediately notified in writing of such delinquency, by first-class mail, postage prepaid, addressed to the addressee's last known address. If such delinquency is not paid within 10 days after such notice was given by deposit in the United States mail, then said assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to NRS 271.630. Nothing herein shall be construed as preventing the City, at the direction of the City Council, from collecting any assessment by suit in the name of the City Council.

The final assessment roll and the certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings in making the assessment and of the right to recover judgment therefor.

Section 9. The City Clerk is hereby directed to deliver to the City Treasurer a copy of the final assessment roll for the District containing a description of the lots, tracts and parcels of land being assessed, with the amount of the assessment levied upon each and the name and address of the owner or owners against whom the assessment was made. The final assessment roll is to be recorded in the office of the Clark County Recorder together with the statement that the current payment status of any assessment may be obtained from the City Treasurer. The City Treasurer is additionally directed to collect the several sums so assessed as a tax upon the several tracts to which they were assessed.

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable. The notice shall further state that payment must be made in full prior to the end of the 30 day period to avoid paying interest on the assessment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher and filed with the City Clerk. In accordance with NRS 271.390(2), the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and special assessment bonds issued (if such special assessment bonds are hereafter issued) shall have been paid in full, both principal and interest, or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

Section 11. The notice provided for in NRS 271.390(2) and NRS 271.405(7) and in Section 10 of this Ordinance shall be in substantially the following form:

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR IMPROVEMENTS IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2016 (LAS VEGAS BOULEVARD TO 8TH STREET).

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1516 (FY2016) Levy Ordinance (the "Levy Ordinance") was duly passed, adopted, signed and approved by the City Council of the City of Las Vegas on May 20, 2015. The Levy Ordinance levied and assessed a portion of the cost and expense of certain local improvements against the lots, tracts and parcels of land specially benefited by the local improvements in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District FY2016 (Las Vegas Boulevard to 8th Street)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the Levy Ordinance).

Assessments are due and payable at the office of the City Treasurer, in Las Vegas, Nevada, in four (4) substantially equal quarterly installments of principal until paid in full, without interest, principal on such assessments being payable quarterly on July 1, 2015, October 1, 2015, January 1 , 2016 and April 1, 2016. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any quarterly installment of the unpaid principal of such owner's assessment.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the same rate and terms as are established for other assessments in the manner provided. The assessment shall remain postponed until the earlier of the following occurrences: (a) the property is sold or transferred to a person other than one to whom a Hardship Determination has been granted; (b) the

term of the bonds expires; (c) the property owner's application for renewal of a Hardship Determination is disapproved; (d) the property owner fails to pay interest on the unpaid balance of assessments in a timely manner; or (e) the property owner pays all previous and current assessments. The owner shall also be subject to the lien as provided in Section 6 of the Levy Ordinance.

Pursuant to NRS 271.395, within 15 days after the effective date of the Levy Ordinance, any person who has filed a complaint, protest or objection in writing, pursuant to NRS 271.380, shall have the right to commence an action or suit in any court of competent jurisdiction to correct or set aside such determination. Thereafter, all actions or suits attacking the regularity, validity and correctness of the proceedings, of the final assessment roll, of each assessment contained therein, of the amount of special benefits and market value increases, and of the amount thereof levied on each tract, including, without limiting the generality of the foregoing, the defense of confiscation shall be perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from May 24, 2015 (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this May 20, 2015.

LuAnn D. Holmes, MMC, Acting City Clerk

(End of Form of Notice)

Section 12. The officers of the City be, and they hereby are, authorized and directed to take all action necessary and appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings, the recording of the final assessment roll, and other items necessary or desirable for the completion of the levying of the assessments of the District and the issuance of the bonds therefor.

Section 13. All ordinances or resolutions, or parts thereof, in conflict with the provisions of this Ordinance, are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance or resolution, or part thereof, heretofore repealed.

Section 14. In accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before May 20, 2015, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2016 (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 495 South Main Street, Las Vegas, Nevada, and that such ordinance was proposed on the 15th day of April, 2015, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 20th day of May, 2015.

/s/ LUANN D. HOLMES, MMC
Acting City Clerk

(End of Form)

Section 15. This Ordinance shall be in effect on the day after its publication, as provided in this Ordinance. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published by title only, together with the names of the City Council voting for or against its passage, and with a statement that typewritten copies of said Ordinance are available for inspection by all interested parties at the office of the City Clerk, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having general circulation in the City, at least once, pursuant to Section 2.110 of the Charter and all laws thereunto enabling, such publication is to be in substantially the following form:

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2016 (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A COMMERCIAL AREA VITALIZATION PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on April 15, 2015, and was passed at a regular meeting held on May 20, 2015, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye: Carolyn G. Goodman
Stavros S. Anthony
Lois Tarkanian
Steven D. Ross
Ricki Y. Barlow
Bob Coffin
Bob Beers

Those Voting Nay: _____
_____

Those Absent: _____
_____

This Ordinance shall be in full force and effect from and after May 24, 2015, i.e., the day after its publication by title only.

IN WITNESS WHEREOF, the City Council of the City of Las Vegas, Nevada, has caused this Ordinance to be published by title only.

This 20th day of May, 2015.

/s/ CAROLYN G. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ LUANN D. HOLMES, MMC
Acting City Clerk

Section 16. That if any section, paragraph, clause or other provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

INTRODUCED April 15, 2015, PASSED, ADOPTED AND APPROVED May 20, 2015.

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC, Acting City Clerk

Approved as to Form:

3/31/15

Date Assistant City Attorney

STATE OF NEVADA)
)
COUNTY OF CLARK) SS
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, MMC, the duly chosen, qualified Acting City Clerk of the City of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council of the City (the "City Council") on April 15, 2015 and finally adopted and approved on May 20, 2015.

2. The following members of the City Council were present at the April 15, 2015 meeting:

Mayor:	Carolyn G. Goodman
Councilmembers:	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers

3. The foregoing Ordinance was first proposed and read by title to the City Council on April 15, 2015, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on May 20, 2015, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the May 20, 2015, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Carolyn G. Goodman
	Stavros S. Anthony
	Lois Tarkanian
	Steven D. Ross
	Ricki Y. Barlow
	Bob Coffin
	Bob Beers
Those Voting Nay:	_____
Those Absent:	_____
	_____

4. The original of the Ordinance has been approved and authenticated by the signatures of the Mayor of the City and myself, as Acting Clerk of the City, and sealed with the seal of the City, and has been recorded in the journal of the City Council kept for that purpose in my office, which record has been duly signed by such officers and properly sealed.

5. All members of the City Council were given due and proper notice of the meetings held on April 15, 2015 and May 20, 2015. Pursuant to § 241.020, Nevada Revised Statues, written notice of the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice by 9:00 a.m. at least three (3) working days before the meetings at the principal office of the City Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the City Council, to wit:

(i) City Hall
495 South Main Street
Las Vegas, Nevada

(ii) City of Las Vegas Development Services Center
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

and

(b) By mailing a copy of the notice by 9:00 a.m. no later than three (3) working days before the meetings to each person, if any, who has requested notice of the meetings of the City Council in the same manner in which notice is required to be mailed to a member of the City Council.

6. A copy of such notice so given of the meeting of the City Council on April 15, 2015, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on May 20, 2015, is attached to this certificate as Exhibit B.

7. A copy of the affidavit of publication of filing of the Ordinance is attached to this certificate as Exhibit C. A copy of the affidavit of publication of adoption of the Ordinance is attached to this certificate as Exhibit D.

8. Upon request, the City Council provides, at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public

meeting, and any other supporting materials provided to the members of the City Council for an item on the agenda, except for certain confidential materials and materials pertaining to the closed meetings, as provided by law.

IN WITNESS WHEREOF, I have hereunto set my hand on this May 20, 2015.

LuAnn D. Holmes, MMC, Acting City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 15, 2015 Meeting)

EXHIBIT B

(Attach Copy of Notice of May 20, 2015 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Filing of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

City of Las Vegas Agenda Item No.: **49.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
NEW BILLS:

Bill No. 2015-23 - Amends the Unified Development Code to update the definition of the term "secondhand dealer" to be consistent with licensing regulations. Sponsored by: Councilman Bob Coffin

Fiscal Impact

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

PURPOSE/BACKGROUND:
The City's licensing regulations regarding secondhand dealers were revised in 2012. This bill will amend the Unified Development Code to update the definition of the term "secondhand dealer" to be consistent with those licensing regulations.

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. 2015-23

BILL NO. 2015-23

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT CODE TO UPDATE THE DEFINITION OF THE TERM "SECONDHAND DEALER" TO BE CONSISTENT WITH LICENSING REGULATIONS, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Coffin

Summary: Amends the Unified Development Code to update the definition of the term "secondhand dealer" to be consistent with licensing regulations.

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

SECTION 1: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Sections 2 and 3 of this Ordinance. The amendments are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 2: Title 19, Chapter 12, Section 70, is hereby amended by amending the entry for the use "Secondhand Dealer" so that the description of the use reads as follows:

Description: A retail facility which deals solely in used commodities with no new commodities, or in which the sale of secondhand or used articles is incidental to the sale of new articles of the same kind. For purposes of this description, the sale of secondhand or used articles is deemed to be incidental to the sale of new articles. Used articles may include [wearing apparel,] furniture, fixtures, appliances, tableware, offices supplies, pictures, paintings, jewelry, cutlery, guns, precious or semiprecious gemstones, or scrap precious metals as defined in LVMC Chapter 6.74, but does not include the sale of junk as defined in that Chapter, or the sale of used cars. This use does not include the buying, selling or trading of wearing apparel, infant/child items, general household furnishings or specified liquid waste, as those terms are defined in LVMC Chapter 6.74; the buying and selling of foreign or domestic coins for numismatic purposes; or the buying and selling of antiques, used books, newspapers or periodicals, all of which shall be allowed where retail sales of new merchandise is permitted. This use also does not include a Thrift Shop.

SECTION 3: Title 19, Chapter 18, Section 20, is hereby amended by amending the definition of the term "Secondhand Dealer" to read as follows:

Secondhand Dealer. A retail facility which deals solely in used commodities with no new commodities, or in which the sale of secondhand or used articles is incidental to the sale of new articles of the same kind. For purposes of this definition, the sale of secondhand or used articles is deemed to be incidental to the sale of new articles. Used articles may include [wearing apparel,] furniture, fixtures, appliances, tableware, offices supplies, pictures, paintings, jewelry, cutlery, guns, precious or semiprecious gemstones, or scrap precious metals as defined in LVMC Chapter 6.74, but does not include the sale of junk as defined in that Chapter or the sale of used cars. The term does not include the buying, selling or trading of wearing apparel, infant/child items, general household furnishings or specified liquid waste, as those terms are defined in LVMC Chapter 6.74; the buying and selling of foreign or domestic coins for numismatic purposes; or the buying and selling of antiques, used books, newspapers or periodicals, all of which shall be allowed where retail sales of new merchandise[,] is permitted. The term also does not include a Thrift Shop.

SECTION 4: For purposes of Section 2.100(3) of the City Charter, Sections 19.12.070 and 19.18.020 are deemed to be subchapters rather than sections.

SECTION 5: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendment set forth in Sections 2 and 3 of this Ordinance.

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

SECTION 7: All ordinances or parts of ordinances or sections, subsections, phrases,

sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2015.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
Acting City Clerk

APPROVED AS TO FORM:

Val Steed 4-16-15
_____
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.: **50.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
NEW BILLS:

Bill No. 2015-24 - Amends the Lone Mountain Master Development Plan and Design Standards to provide clarification regarding the treatment of certain commercial uses, as well as consistency with Title 19. Proposed by: Tom Perrigo, Acting Director of Planning

Fiscal Impact

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

PURPOSE/BACKGROUND:
This bill will amend the Lone Mountain Master Development Plan and Design Standards to provide clarification regarding the treatment of certain commercial uses, as well as consistency with Title 19. Over time, the Plan and Standards haven't kept pace with changes to Title 19, and this bill will provide the necessary updates.

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. 2015-24

BILL NO. 2015-24

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE THE LONE MOUNTAIN MASTER DEVELOPMENT PLAN AND DESIGN STANDARDS TO PROVIDE CLARIFICATION REGARDING THE TREATMENT OF CERTAIN COMMERCIAL USES, AS WELL AS CONSISTENCY WITH TITLE 19, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Tom Perrigo, Acting Director of Planning

Summary: Amends the Lone Mountain Master Development Plan and Design Standards to provide clarification regarding the treatment of certain commercial uses, as well as consistency with Title 19.

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

SECTION 1: The Lone Mountain Master Development Plan and Design Standards, as adopted and subsequently amended by the City Council, are hereby amended as further set forth in Sections 2 to 4, inclusive, of this Ordinance.

SECTION 2: Section 2.4 (Permissible Uses) of the Lone Mountain Master Development Plan and Design Standards is amended by:

A. Deleting from the "Retail" category of the Land Use Schedule contained therein the entries for the uses "Restaurant <2,000 sq. ft. w/o Drive-Through," "Restaurant >2,000 sq. ft. w/o Drive-Through," "Restaurant <2,000 sq. ft. w/ Drive-Through," "Restaurant >2,000 sq. ft. w/ Drive-Through" and "Supper Club with alcohol."

B. Deleting from the "Personal Service" category of the Land Use Schedule contained therein the entry for the use "Custom Craftwork."

SECTION 3: Section 2.4 (Permissible Uses) of the Lone Mountain Master Development Plan and Design Standards is amended by adding to the "Retail" category of the Land Use Schedule contained therein, at the appropriate locations alphabetically, the following uses and the corresponding land use treatment of those uses, as follows:

. . .

Use	Neighborhood Commercial	Village Commercial
Restaurant ≤2,000 sq. ft. with Drive-Through	P	P
Restaurant >2,000 sq. ft. with Drive-Through	X	P
Restaurant with Alcohol	SUP	SUP
Restaurant without Drive-Through	P	P
Shopping Center	P	P

SECTION 4: Section 2.4 (Permissible Uses) of the Lone Mountain Master Development Plan and Design Standards is amended by amending the entry for the following use, as listed in the "Personal Service" category, in the manner indicated, with bracketing to show deleted material and underlining to show new material:

Use	Neighborhood Commercial	Village Commercial
Custom & Craft Work	[X] P	P

SECTION 5: The Department of Planning is authorized and directed to make the amendments described in Sections 2 to 4, inclusive, of this Ordinance and to republish the document so amended as deemed appropriate.

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

. . .

. . .

. . .

. . .

. . .

. . .

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

PASSED, ADOPTED and APPROVED this _____ day of _____, 2015.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
Acting City Clerk

APPROVED AS TO FORM:

Val Steed 4-16-15
_____
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.: **51.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

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

SUBJECT:
NEW BILLS:

Bill No. 2015-25 - 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 (May 29, 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. 2015-25 and Location Map

BILL NO. 2015-25

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 29th day of May, 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 29th day of May, 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 29th day of May, 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 4-16-15
_____
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": _____

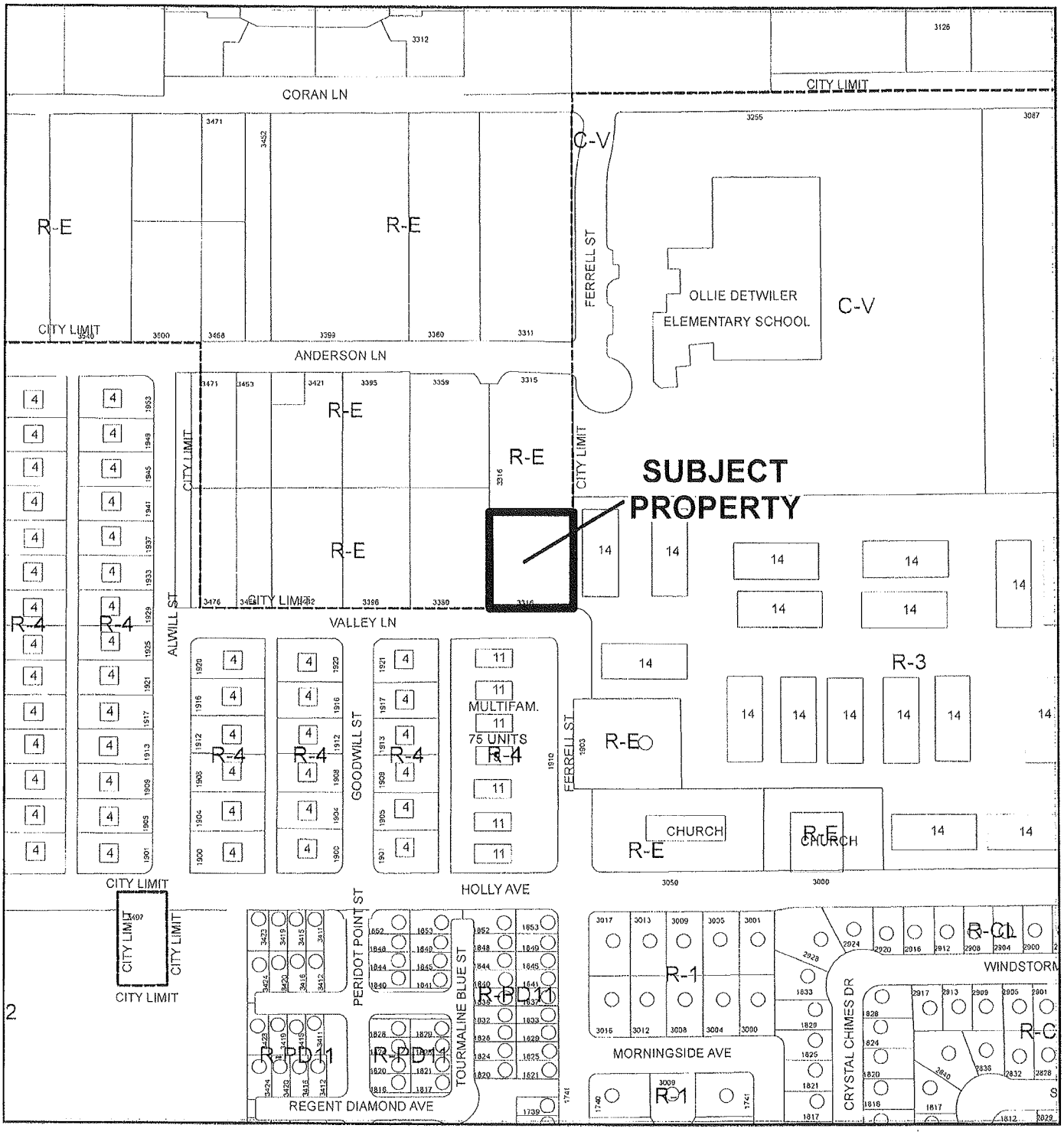
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
Acting City Clerk


CORAN LN
CITY LIMIT
C-V
FERRELL ST
OLLIE DETWILER
ELEMENTARY SCHOOL
C-V
R-E
R-E
ANDERSON LN
SUBJECT
PROPERTY
R-E
R-E
R-E
VALLEY LN
ALWILL ST
R-4
R-4
GOODWILL ST
R-4
R-4
R-4
MULTIFAM.
75 UNITS
R-4
HOLLY AVE
R-E
R-3
R-E
CHURCH
R-E
CHURCH
PERIDOT POINT ST
TOURMALINE BLUE ST
R-PD11
R-PD11
R-PD11
REGENT DIAMOND AVE
R-1
R-1
MORNINGSIDE AVE
CRYSTAL CHIMES DR
WINDSTORM
R-C
R-C
CITY LIMIT
CITY LIMIT
CITY LIMIT

City of Las Vegas Agenda Item No.: **52.**

AGENDA SUMMARY PAGE

CITY COUNCIL MEETING OF: MAY 6, 2015

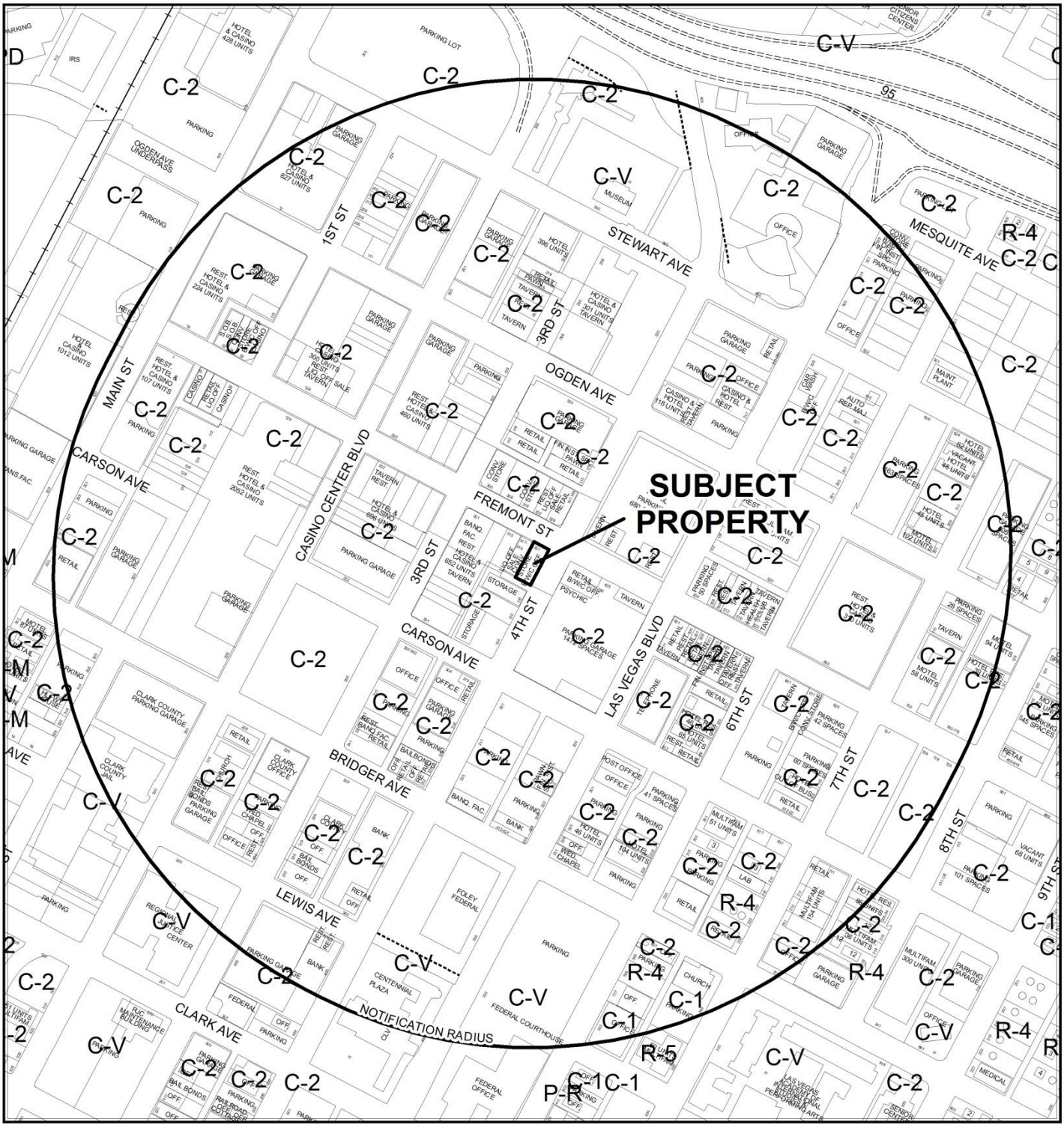
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
RQR-57973 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: L'CHAIM WESTERN VILLAGE PROPERTY, LLC - For possible action on a Required Review of an approved Special Use Permit (SUP-33731) FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT at 321 Fremont Street (APN 139-34-610-010), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

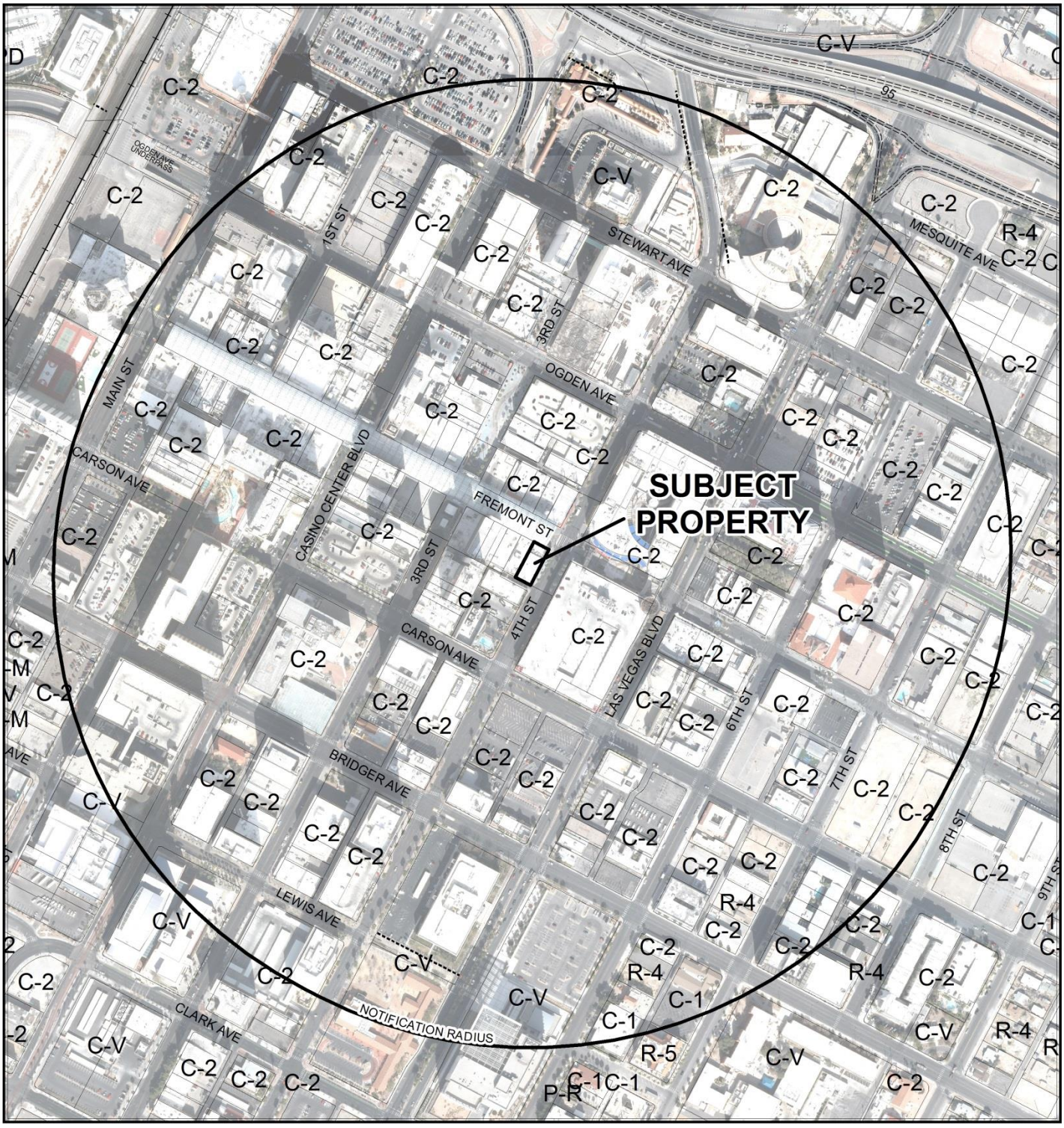
BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Request for Abeyance Letter - Submitted By Staff
3. Conditions and Staff Report
4. Supporting Documentation
5. Photo(s)
6. City Council Approval Letter - RQR-51477
7. City Council Approval Letter - SUP-33731
8. Justification Letter



CASE: **RQR-57973**

RADIUS: 1500 FEET

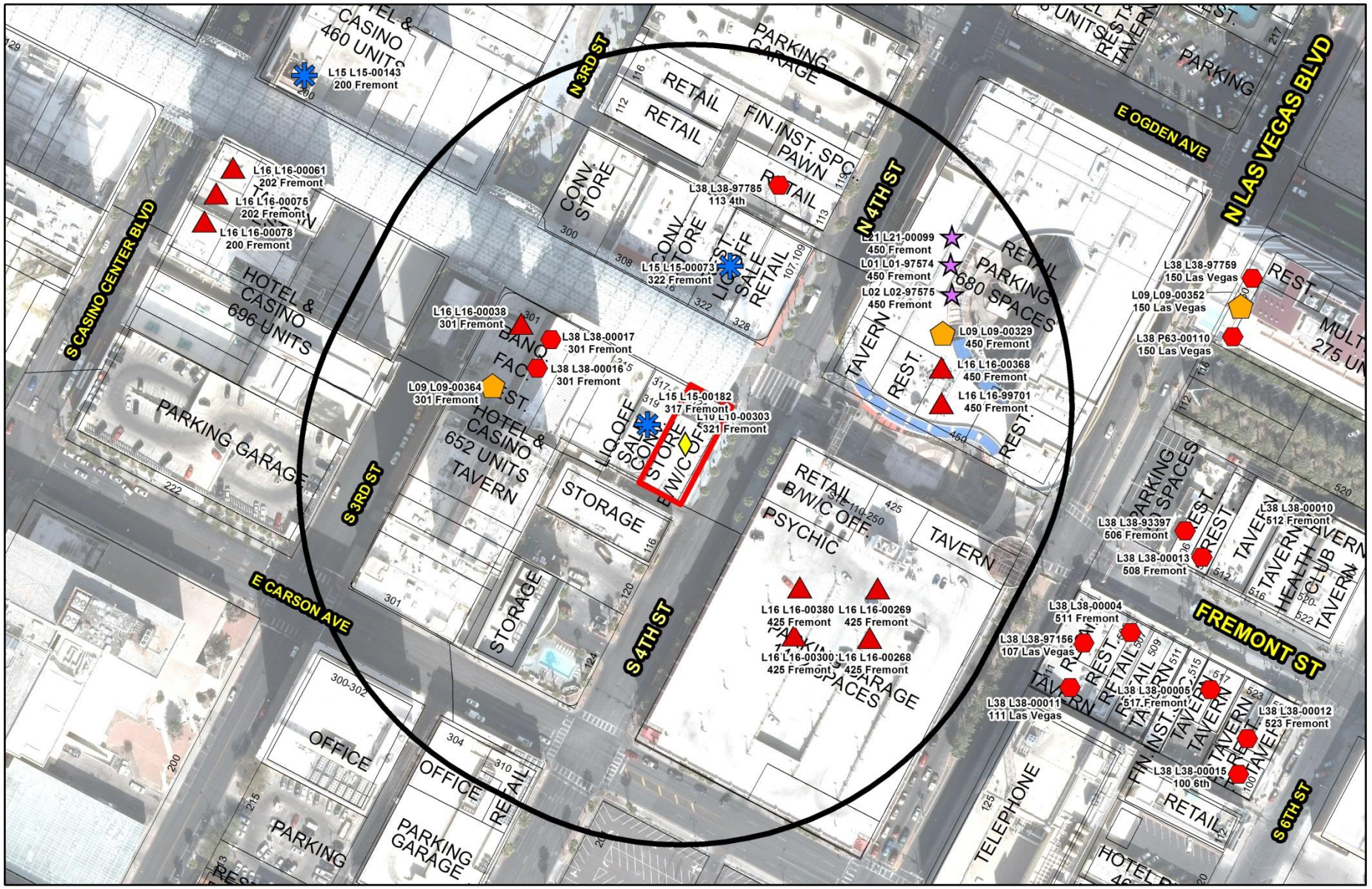
ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



CASE: **RQR-57973**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



RQR-57973

Beer/Wine/Cooler Off-Sale

Business Licenses

- Beer/Wine/Cooler On-Sale
- Beer/Wine/Cooler Off-Sale
- Tavern
- Tavern-Limited
- Urban Lounge
- Beer/Wine/Cooler On- and Off-Sale
- Package Liquor Off-Sale
- Restaurant With Alcohol/ Restaurant Service Bar

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility
- Private Schools

- Subject Property
- 400 foot buffer

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Monday, April 06, 2015

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

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

ELIZABETH N. FRETWELL
CITY MANAGER

April 27, 2015

Mr. Tom Perrigo
City of Las Vegas
Department of Planning
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

RE: RQR-57973 - REQUIRED REVIEW
CITY COUNCIL MEETING OF MAY 6, 2015

Dear Mr. Tom Perrigo:

Staff requests the above-mentioned case be held in abeyance from the May 6, 2015 City Council meeting to the June 17, 2015 City Council meeting in an effort to provide the applicant with an opportunity to address staff's concerns regarding compliance with the conditions of approval for SUP-33731.

Sincerely,

Douglas J. Rankin, AICP
Manager
Department of Planning

DJR:clb

cc: Mr. Haim Gabay
6130 West Flamingo Road, Suite #402
Las Vegas, Nevada 89103

Ms. Nieves Alvarez
6130 West Flamingo Road, Suite #402
Las Vegas, Nevada 89103

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
DEVELOPMENT SERVICES CENTER
333 NORTH RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NEVADA 89106

VOICE 702.229.6301
FAX 702.474.0352
TTY 7-1-1
www.lasvegasnevada.gov
/city of las vegas

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 6, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: L'CHAIM WESTERN VILLAGE PROPERTY, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-57973	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

RQR-57973 CONDITIONS

Planning

1. Conformance to the conditions for Special Use Permit (SUP-52101).

2. No further reviews shall be required.

3. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

JG

** STAFF REPORT **

PROJECT DESCRIPTION

This is a Required Review of an approved Special Use Permit (SUP-33731); which permitted a Beer/Wine/Cooler Off-Sale Establishment use within an existing 5,000 square-foot General Retail Store, Other than Listed at 321 Fremont Street. Condition #A of the most recent Required Review (RQR-51477) requires a Required Review at City Council to ensure that the applicant remains in compliance with all Conditions of Approval of the Special Use Permit (SUP-33731). The applicant has the appropriate business licenses and has incurred a few calls for service by the Metropolitan Police Department to the subject site, but none are directly related to the operation of the subject business. The applicant has experienced six business license enforcement cases, but none of the cases were related to alcohol, staff recommends approval with conditions.

ISSUES

- City Council approved a Required Review (RQR-51477) of a previously approved Special Use Permit (SUP-33731); which permitted a Beer/Wine/Cooler Off-Sale Establishment use within an existing 5,000 square-foot General Retail Store, Other than Listed at 321 Fremont Street. Condition #A of Required Review (RQR-51477) required another review six-months from approval. This Required Review was rescheduled to a later date to measure the applicant's compliance with Ordinance #6329 which was adopted on 06/18/14.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
12/16/64	The City Council approved a Rezoning (Z-0100-64) from R-1 (Single Family Residential), R-4 (High Density Residential), C-1 (Limited Commercial), C-2 (General Commercial) and C-V (Civic) to C-2 (General Commercial) for approximately 230 acres generally located on property bound by Main Street to the west, Bonanza Road on the north, Las Vegas Boulevard on the east, and Charleston Boulevard on the south. The Planning Commission and staff recommended approval of the request.
12/18/97	The City Council approved an Aesthetic Review (AR-0017-96) for a proposed exterior remodel to the existing retail business at 321 Fremont Street. The Planning Commission and staff recommended approval.
05/20/09	The City Council approved a Special Use Permit (SUP-33731) for a Beer/Wine/Cooler Off-Sale Establishment at 321 Fremont Street. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/25/13	A code enforcement case (133782) was processed for banners and temporary signs along the front and side of the building at 321 Fremont Street. The case was resolved on 10/15/13.
02/19/14	The City Council approved a Required Review (RQR-51477) of a previously approved Special Use Permit (SUP-33731) for a Beer/Wine/Cooler Off-Sale Establishment at 321 Fremont Street. The Department of Planning staff recommended denial.
03/27/14	A code enforcement case (139335) was processed for construction in the alley behind the store at 321 Fremont Street. The case was closed on 03/31/14, with no violations noted.
06/18/14	City Council adopted Ordinance #6329 that amended LVMC 6.02 to increase civil penalties for violations of LVMC 6.50 and clarifying that the director may suspend an alcoholic beverage license on an administrative basis under certain circumstances, adding a new condition to LVMC 6.50 to clarify that a licensee's violation, or knowingly permitting an employee to violate a condition of an alcoholic beverage license is a misdemeanor, and creating a zone in the downtown area where the possession of glass or metal containers for the consumption of beverages is prohibited and the consumption of alcoholic beverages in its original packaging is prohibited, and to require that alcoholic beverages bought at Pack Liquor or Off-Sale licensee within the pedestrian mall be placed in a bag prior to the customer leaving the establishment and to provide for other related matters.
02/03/15	The Department of Planning approved a Temporary Sign Permit (TSP-57819) to allow two 22-inch by 28-inch Sandwich Board signs at 321 Fremont Street. The permit is valid from 02/04/15 through 04/03/15.

Most Recent Change of Ownership	
12/13/07	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
02/09/98	A building permit (98002584) was issued for an exterior remodel at 321 Fremont Street. The permit was finalized on 04/15/99.
01/19/99	A building permit (99001051) was issued for an exterior remodel at 321 Fremont Street. The permit was finalized on 04/15/99.
06/01/09	A business license (C05-02590) was issued for a Tobacco Dealer at 321 Fremont Street. The license remains active at this location.
	A business license (C15-00372) was issued for a Convenience Store/Gift Shop at 321 Fremont Street. The license remains active at this location.
	A business license (I12-00031) was issued for Internet Computers at 321 Fremont Street. The license was marked out of business on 10/01/13.

Related Building Permits/Business Licenses	
11/20/08	A building permit (119927) was issued for a Tenant Improvement for a Certificate of Occupancy at 321 Fremont Street. The permit was finalized on 06/29/09.
11/19/09	A business license (L10-00303) was issued for a Beer/Wine/Cooler Off-Sale use at 321 Fremont Street. The license remains active at this location.
02/05/10	A business license (575878) inspection was conducted for beer/coolers within 10 feet of the entrance at 321 Fremont Street. The case was closed on 02/17/10.
10/26/11	A business license (711146) inspection was conducted for allowing On-Premise consumption and no Off-Sales signs posted at 321 Fremont Street. The case was closed on 12/06/11.
06/07/12	A business license (115433) inspection was conducted for unlicensed Hand Billers at 321 Fremont Street. The case was closed on 06/21/12.
06/26/12	A business license (M21-00978) was issued for a Tour Broker at 321 Fremont Street. The license was marked out of business on 12/31/14.
09/17/12	A business license (117285) inspection was conducted at 321 Fremont Street, with no violations noted. The case was closed on 09/18/12.
01/09/13	A building permit (227287) was issued for an interior remodel at 321 Fremont Street. The permit was finalized on 12/31/14.
04/29/13	A building permit (234521) was issued for wall signs at 321 Fremont Street. The permit has not been finalized.
05/13/13	A business license (G50-09002) was issued for General Retail Sales at 321 Fremont Street. The license remains active at this location.
09/18/13	A business license (133466) inspection for an out of business notice was conducted at 321 Fremont Street, with no violations noted. The case was closed on 09/25/13.
09/20/13	A business license enforcement case (133681) was processed for allowing On-Premise consumption of alcoholic beverages at 321 Fremont Street. A $250.00 civil fine was assessed; the case was closed on 01/15/14.
10/29/13	A business license (134928) inspection to discuss new conditions to sell package liquor at establishments at 321 Fremont Street, with no violations noted. The case was closed on 10/29/13.
01/23/14	A business license enforcement case (137266) was processed for an employee without a work card at 321 Fremont Street. The case was closed on 03/30/14.
05/14/14	A business license enforcement case (141264) was processed for incorrect business license renewal fee submitted for license (G50-09002) General Retail Sales at 321 Fremont Street. The case was closed on 08/14/14.
05/23/14	A business license (141696) inspection to verify compliance with Las Vegas Municipal Code 6.50.020 regarding retail floor area devoted to alcoholic beverages at 321 Fremont Street, with no violations noted. The case was closed on 07/09/14.

Related Building Permits/Business Licenses	
06/03/14	A business license (142056) inspection to deliver a copy of proposed Ordinance #6329 to amend LVMC 6.02 to increase civil penalties for violations of LVMC 6.50 and clarifying that the director may suspend an alcoholic beverage license on an administrative basis under certain circumstances, adding a new condition to LVMC 6.50 to clarify that a licensee's violation, or knowingly permitting an employee to violate a condition of an alcoholic beverage license is a misdemeanor, and creating a zone in the downtown area where the possession of glass or metal containers for the consumption of beverages is prohibited and the consumption of alcoholic beverages in its original packaging is prohibited, and to require that alcoholic beverages bought at Pack Liquor or Off-Sale licensee within the pedestrian mall be placed in a bag prior to the customer leaving the establishment and to provide for other related matters to 321 Fremont Street, with no violations noted. The case was closed on 06/03/14.
06/10/14	A business license (142397) inspection for a possible unlicensed business at 321 Fremont Street, with no violations noted. The case was closed on 08/14/14.
06/13/14	A business license enforcement case (142496) was processed for an unlicensed Timeshare Marketing booth at 321 Fremont Street. The case was closed on 06/25/14.
06/24/14	A business license (142056) inspection to deliver a copy of the approved Ordinance #6329 that amended LVMC 6.02 to increase civil penalties for violations of LVMC 6.50 and clarifying that the director may suspend an alcoholic beverage license on an administrative basis under certain circumstances, adding a new condition to LVMC 6.50 to clarify that a licensee's violation, or knowingly permitting an employee to violate a condition of an alcoholic beverage license is a misdemeanor, and creating a zone in the downtown area where the possession of glass or metal containers for the consumption of beverages is prohibited and the consumption of alcoholic beverages in its original packaging is prohibited, and to require that alcoholic beverages bought at Pack Liquor or Off-Sale licensee within the pedestrian mall be placed in a bag prior to the customer leaving the establishment and to provide for other related matters to 321 Fremont Street, one violation noted; advertisement found within the store that is not posted on the windows. Nine subsequent inspections were conducted with no violations and the case was closed on 01/06/15.
09/02/14	A business license (145152) inspection for a business name changed in error and to submit application to reverse name change at 321 Fremont Street, with no violations noted. The case was closed on 09/02/14.
12/03/14	A building permit (270527) was issued for a 321 square-foot Tenant Improvement at 321 Fremont Street. The permit has not been finalized.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
03/19/15	Staff conducted a field check of the subject site and found the area clean and neat in appearance.

Details of Application Request	
Site Area	
Net Acres	0.16

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Beer/Wine/Cooler Off-Sale Establishment	C (Commercial)	C-2 (General Commercial)
North	General Retail Store, Other than Listed	C (Commercial)	C-2 (General Commercial)
South	Gaming Establishment, Non-restricted	C (Commercial)	C-2 (General Commercial)
East	Parking Structure	C (Commercial)	C-2 (General Commercial)
West	General Retail Store, Other than Listed/Package Liquor Off-Sale Establishment	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	*Yes*	*No*	*Compliance*
Master Plan Area			
Downtown Centennial Plan (Central Casino Core)	X		Y
Special Purpose and Overlay Districts	***Yes***	***No***	***Compliance***
Special Purpose and Overlay Districts			
Downtown Centennial Plan Overlay District	X		Y
A-O (Airport Overlay) District (200 Feet)	X		Y
Downtown Casino Overlay District	X		Y
Live/Work Overlay District	X		Y
Trails		X	N/A
Rural Preservation Overlay District		X	N/A
Las Vegas Redevelopment Plan Area	X		Y
Development Impact Notification Assessment		X	N/A
Project of Regional Significance		X	N/A

ANALYSIS

This is the second Required Review of a previously approved Special Use Permit (SUP-33731) for an existing Beer/Wine/Cooler Off-Sale Establishment use within an existing 5,000 square-foot General Retail Store, Other than Listed at 321 Fremont Street. Per Condition #A of the most recent Required Review (RQR-51477), a follow up review was mandated by the City Council to ensure that the applicant remains in compliance with all Conditions of Approval of the Special Use Permit (SUP-33731). As a result of no Business License Enforcement cases related to alcoholic beverages since the prior Required Review, staff is recommending approval with conditions.

FINDINGS

Staff finds the subject business operating in conformance to the Conditions of Approval of the Special Use Permit (SUP-33731) and compliance with Business Licensing requirements; staff is recommending approval of this review, with no further reviews required.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 36

NOTICES MAILED 211 (By Planning)

APPROVALS 0

PROTESTS 0

JG

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: **RQR-57973** APN: 139-34-610-010

Name of Property Owner: L'chaim Western Village LLC

Name of Applicant: HAIM GABAY

Name of Representative: NIEVES ALVAREZ

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: HAIM GABAY

Subscribed and sworn before me

This 1st day of APRIL, 2015

Rhonda DeCoud

Notary Public in and for said County and State

RHONDA DECOUD
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 14-14557-1
MY APPT. EXPIRES MAY 21, 2018

Revised 11-14-06

RHONDA DECOUD
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 14-14557-1
MY APPT. EXPIRES MAY 21, 2018

f:\depot\Application Packet\Statement of Financial Interest.pdf

RECEIVED
APR 01 2015
Dept of Planning
City of Las Vegas

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: CRAZY ELY WESTERN VILLAGE

Project Address (Location) 321-323 Fremont St LV NV 89101

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) 139-34-610-010 **Ward #** _____

General Plan: existing ✓ proposed _____ **Zoning:** existing ✓ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres _____ **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER L'chaim Western Village **Contact** _____

Address 6130 W. FLAMINGO RD # 402 **Phone:** 702 382-3005 **Fax:** 702 382-7005

City LAS VEGAS **State** NV **Zip** 89101

E-mail Address nellyalı2@hotmail.com

APPLICANT HAIM GABAY **Contact** _____

Address 6130 W. FLAMINGO RD # 402 **Phone:** 702 382-3005 **Fax:** 702 382-7005

City LAS VEGAS **State** NV **Zip** 89103

E-mail Address nellyal.12@hotmail.com

REPRESENTATIVE NIEVES ALVAREZ **Contact** _____

Address 6130 W. FLAMINGO RD # 402 **Phone:** 702 284-2048 **Fax:** 702 382-7005

City LAS VEGAS **State** NV **Zip** 89103

E-mail Address nellyal12@hotmail.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee ~~or agent fully authorized by the owner~~ to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name HAIM GABAY

Subscribed and sworn before me

This 1st day of APRIL, 20 15.

Rhonda deCoud

Notary Public in and for said County and State

RHONDA DECOUD
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 14-14557-1
MY APPT. EXPIRES MAY 21, 2018

FOR DEPARTMENT USE ONLY

Case #	RQR-57973
Meeting Date:	5-6-15 (CC)
Total Fee:	1050.00
Date Received:*	4-1-15
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

WESTERN VILLAGE RETAIL STORE

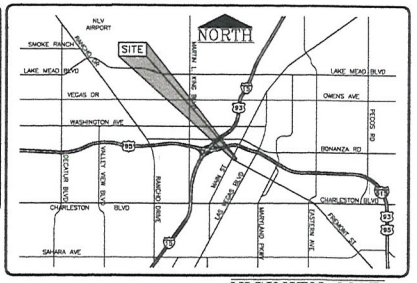
PROJECT DATA:	
ADDRESS:	321 FREMONT STREET LAS VEGAS, NV 89101
APN:	139-34-610-010
TENTANT:	CRAZY ELY'S WESTERN VILLAGE GIFTS & SOUVENIRS
EXISTING USE:	RETAIL STORE
SPRINKLERS:	NO
TOTAL FL. AREA:	7,200 SF

CODE ANALYSIS INTERIOR DEMOLITION/TENANT IMPROVEMENT

OCCUPANCY:	M	IBC CHAPTER 3
CONSTRUCTION:	V-A	IBC CHAPTER 503
FIRE SPRINKLERS:	NO	
FIRE ALARM:	NOT REQUIRED	
HEIGHT:	ACTUAL 25 (2-STORY) ALLOWED: 50' (3 STORIES)	IBC CHAPTER 503
AREA:	ACTUAL: 7,200 ALLOWED: 14,000	IBC CHAPTER 503
TTL OCCUPANT LOAD:	192.5 PERSONS (SEE CALCULATION BELOW)	IBC TABLE 1004.1
EXITS:	PROVIDED: 3 REQUIRED: 2	IBC SECTION 1015
EGRESS PER PERSON:		
M	.2 IN PER PERSON (STAIRWAY)	IBC TABLE 1005.1
	.15 IN PER PERSON (OTHER EGRESS COMPONENTS)	IBC TABLE 1005.1
	NON SEPARATED OCCUPANCIES PER IBC SECTION 508.3.2	

OCCUPANCY CALCULATION (PER TABLE 1004.1 2006 IBC):

TOTAL AREA:	7,200 SQUARE FEET	
STORAGE/MECHANICAL EQUIP. AREA:	1,120 SQUARE FEET	1,120/300 = 3.7 PERSONS
BUSINESS AREAS:	550 SQUARE FEET	550/ 100 = 5.5 PERSONS
RETAIL AREA:	5,500 SQUARE FEET	5,500/30 = 183.3 PERSONS
TOTAL OCCUPANT LOAD:	192.5 PERSONS	



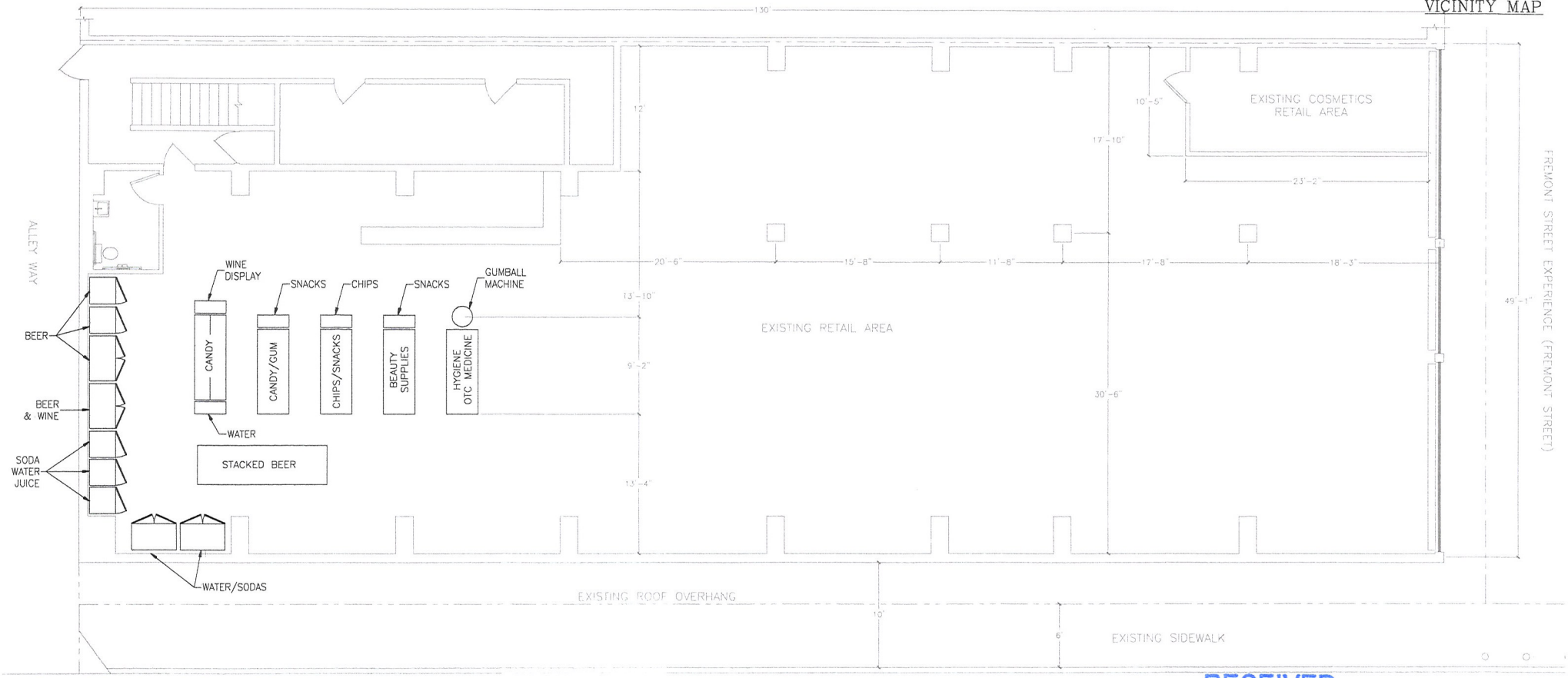
VICINITY MAP

NORTH

SITE PLAN

$\frac{1}{4}$" = 1'-0"

23 FREMONT STREET, SMK, Inc., 139-34-610-009



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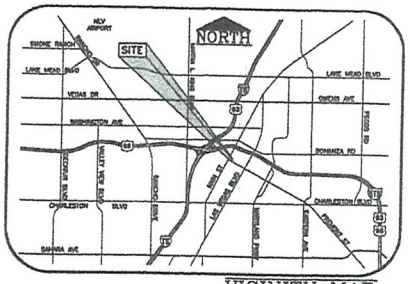
APR 01 2015
Dept of Planning
City of Las Vegas

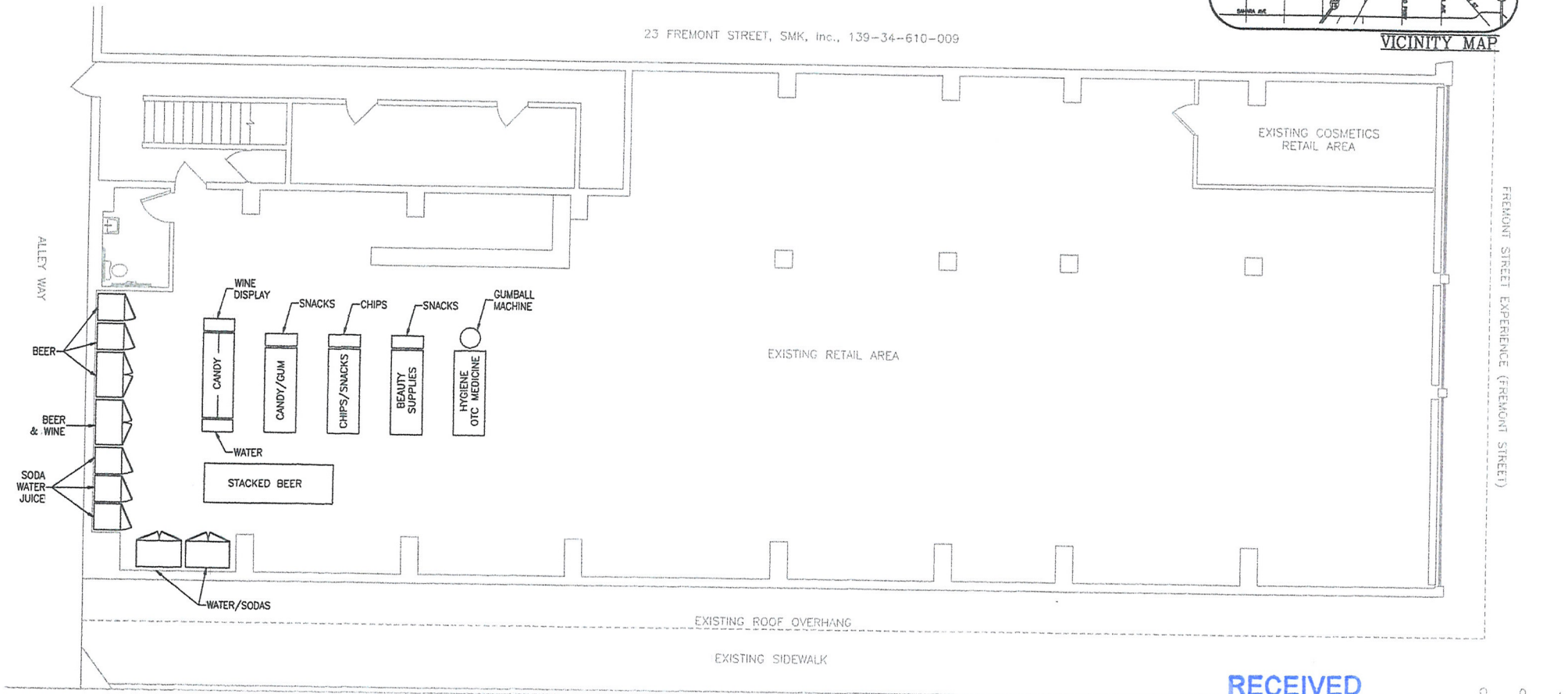
RQR-57973

WESTERN VILLAGE RETAIL STORE

321 FREMONT STREET LAS VEGAS, NEVADA 89101
139-34-610-010



VICINITY MAP



RECEIVED
APR 01 2015
Dept of Planning
City of Las Vegas

RQR-57973



RQR-57973 - APPLICANT/OWNER: L'CHAIM WESTERN VILLAGE PROPERTY, LLC
321 FREMONT STREET

03/19/15

LAS VEGAS
CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR

STAVROS S. ANTHONY
MAYOR PRO TEM

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

ELIZABETH N. FRETWELL
CITY MANAGER

May 12, 2014

L'Chaim Western Village
6130 West Flamingo Road, Suite #402
Las Vegas, Nevada 89103

RE: RQR-51477 - REQUIRED REVIEW - SPECIAL USE PERMIT
CITY COUNCIL MEETING OF FEBRUARY 19, 2014

Dear Applicant:

The City Council at a regular meeting held February 19, 2014, APPROVED the Required Review of an approved Special Use Permit (SUP-33731) FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT at 321 Fremont Street (APN 139-34-610-010), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on February 20, 2014. This approval is subject to:

Added Condition
A. A Required Review application shall be heard by City Council six months from the date of this approval.

Planning
1. Conformance to the conditions for Special Use Permit (SUP-33731).

2. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Sincerely,

Lean Coleman
Deputy City Clerk II for
Beverly K. Bridges, MMC, City Clerk

Flinn Fagg, Director
Planning

cc: Mr. Haim Gabay
6130 West Flamingo Road, Suite #402
Las Vegas, Nevada 89103

Ms. Nieves Alvarez
6130 West Flamingo Road, Suite #402
Las Vegas, Nevada 89103

RECEIVED
APR 01 2015
Dept of Planning
City of Las Vegas

CITY OF LAS VEGAS
495 S. MAIN STREET
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

RQR-57973

LAS VEGAS CITY COUNCIL

OSCAR B. GOODMAN
MAYOR

GARY REESE
MAYOR PRO TEM

STEVE WOLFSON
LOIS TARKANIAN
STEVEN D. ROSS
RICKI Y. BARLOW
DAVID W. STEINMAN
(INTERIM)

ELIZABETH N. FRETWELL
CITY MANAGER

CITY OF LAS VEGAS
400 STEWART AVENUE
LAS VEGAS, NEVADA 89101

VOICE 702.229.6011
TTY 702.386.9108
www.lasvegasnevada.gov

June 2, 2009

L'Chaim Western Village, LLC
6130 West Flamingo Road, Suite #402
Las Vegas, Nevada 89103

RE: SUP-33731 – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF MAY 20, 2009

Dear Applicant:

The City Council at a regular meeting held May 20, 2009 APPROVED the request for a Special Use Permit FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT at 321 Fremont Street (APN 139-34-610-010), C-2 (General Commercial) Zone. The Notice of Final Action was filed with the Las Vegas City Clerk on May 21, 2009. This approval is subject to:

Added Condition

A. There shall be a review at a public hearing of the City Council six (6) months after issuance of a business license.

Planning and Development

1. Conformance to all Minimum Requirements under LVMC Title 19.04.010 for Beer/Wine/Cooler Off-Sale use.

2. This approval shall be void one year from the date of final approval, unless a business license has been issued to conduct the activity, if required, or upon approval of a final inspection. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. Approval of this Special Use Permit does not constitute approval of a liquor license.

4. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

Printed with environmentally friendly soy ink.

RQR-57973

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Sincerely,

Gabriela Portillo-Brenner
Deputy City Clerk II for
Vicky Darling, Chief Deputy City Clerk

M. Margo Wheeler, AICP
Director
Planning and Development Department

cc: Mr. Haim Gabay
6130 West Flamingo Road, Suite #402
Las Vegas, Nevada 89103

Ms. Nieves Alvarez
6130 West Flamingo Road, Suite #402
Las Vegas, Nevada 89103

CRAZY ELY WESTERN VILLAGE
321 FREMONT ST
LAS VEGAS NV 89101

MARCH 24,2015

TO WHO MAY CONCERN:

CRAZY ELY WESTERN VILLAGE LLC IS AN EXISTING RETAIL/GIFT CONVENIENCE STORE. WHERE WE SELL BEER AND WINE PRODUCTS (OFF PREMISES CONSUMPTION) IN ORDER TO ENHANCE OUR PRODUCTIVITY AND OUR BOTTOM LINE. OUR STORE HOURS OF OPERATION IS FORM 8am to 2am SEVEN DAYS A WEEK AND WE HAVE A TOTAL OF 4 EMPLOYEES PER SHIFT.

THANK YOU

HAIM GABAY

RECEIVED
APR 01 2015
Dept of Planning
City of Las Vegas

RQR-57973

City of Las Vegas Agenda Item No.: **53.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 2015

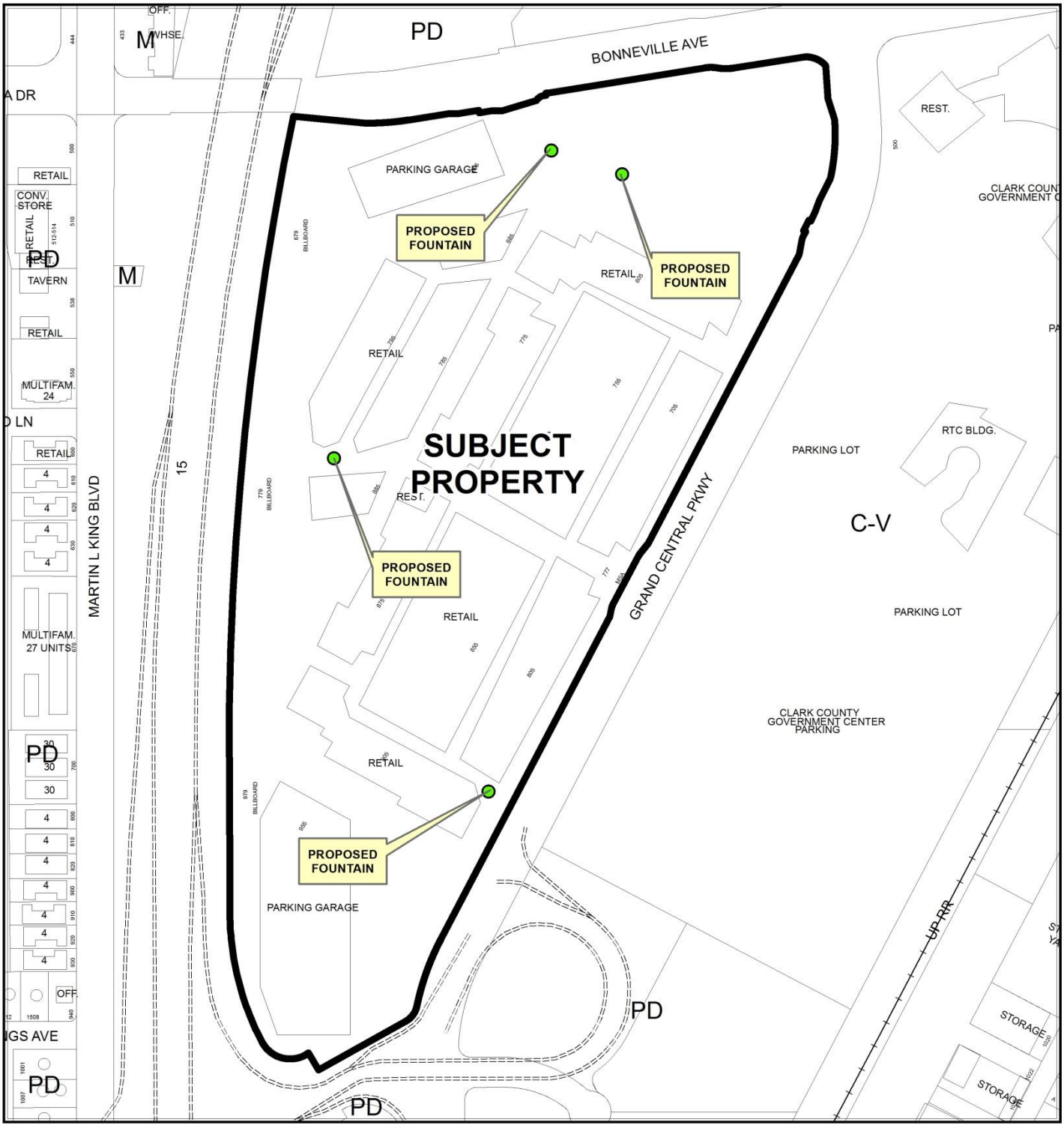
DEPARTMENT: PLANNING
DIRECTOR: TOM PERRIGO, ACTING ☐ **Consent** ☒ **Discussion**

SUBJECT:
DIR-58721 - WATER FEATURE EXEMPTION - APPLICANT/OWNER: SIMON CHELSEA LAS VEGAS DEVELOPMENT, LLC - For possible action on a request TO ALLOW THE OPERATION OF FOUR PROPOSED WATER FEATURES TOTALING 684 SQUARE FEET at 777 South Grand Central Parkway (APN 139-33-710-005), PD (Planned Development) Zone, Ward 1 (Tarkanian) [PRJ-58586]. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**0**	**Planning Commission Mtg.**	**0**
City Council Meeting	**0**	**City Council Meeting**	**0**

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter

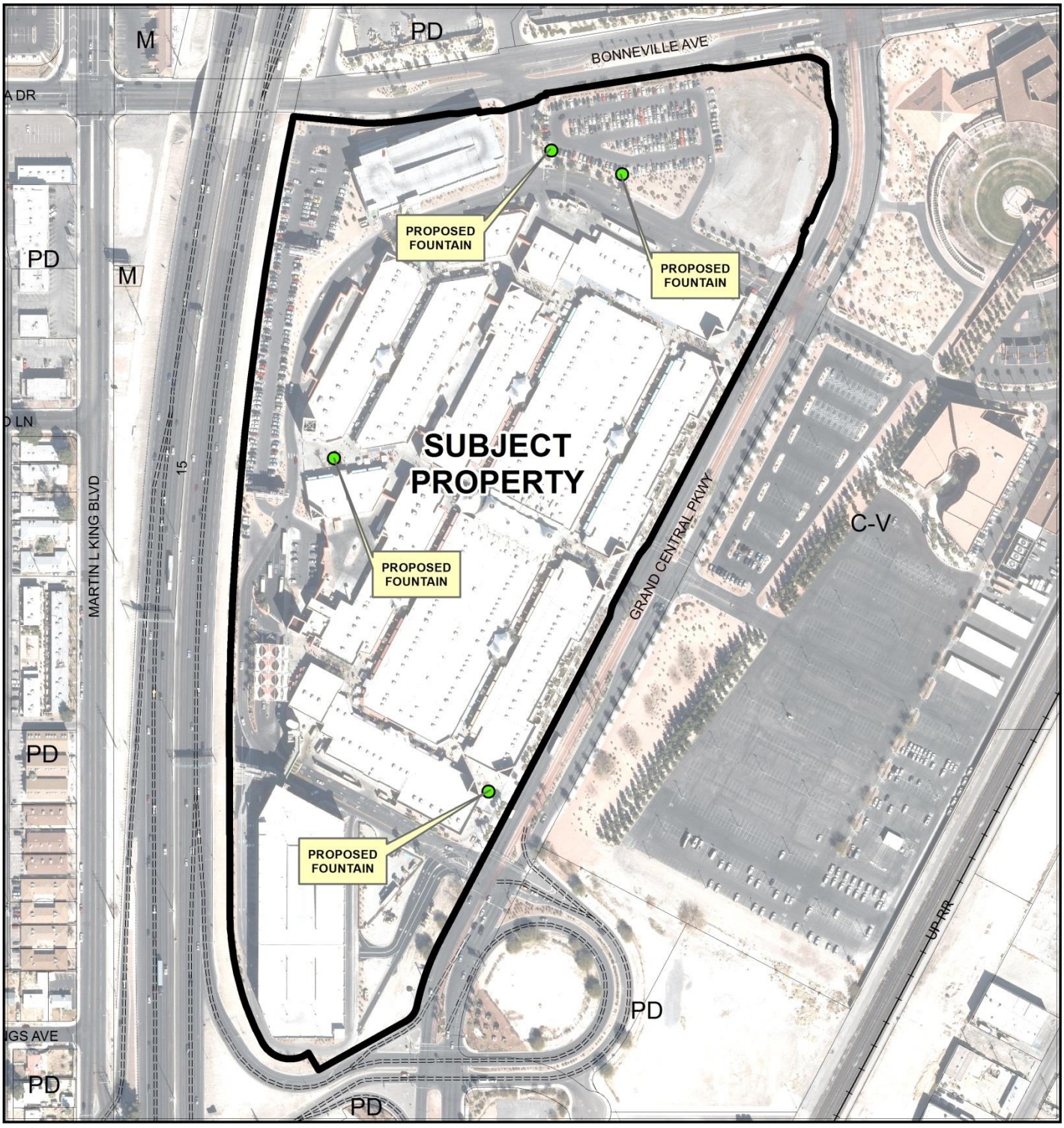


CASE: **DIR-58721 (PRJ-58586)**

0 200 400 Feet

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N



CASE: **DIR-58721 (PRJ-58586)**

0 200 400 Feet

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 6, 2015
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: SIMON CHELSEA LAS VEGAS DEVELOPMENT, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
DIR-58721	Staff recommends APPROVAL, subject to conditions:	N/A

** CONDITIONS **

DIR-58721 CONDITIONS

Planning

1. The applicant shall pay a fee to the City of Las Vegas in the amount of $6,840.00 to operate the water feature through December 31, 2015. This fee shall be paid within 30 days of the approval of this application. For subsequent years in which Drought Watch or Drought Alert is declared, an annual fee of $250.00 shall be paid.

2. The applicant shall post a sign at each water feature to indicate an exemption has been received allowing its operation.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Water Feature Exemption for four (4) water features for a total of 684 square feet to be located within the Las Vegas Premium Outlet Shopping Center at 777 South Grand Central Parkway. Fountain #1 is 370 square feet in size and will replace an existing 400 square-foot fountain. Fountain #2 is 144 square feet in size and will replace an existing 121 square foot fountain. Fountains #3 and #4 are proposed at 140 square feet and 30 square feet in size respectively.

ANALYSIS

The applicant is requesting to construct four (4) water features with a total size of 684 square feet. Under current drought conditions, a maximum of 25 square feet is permitted without receiving an exemption. If there is no turf on the subject property, the ten dollar per square foot fee must be paid for the entire square footage of the water feature. As there is no turf to convert as part of this request, the amount of the fee the applicant shall be required to pay to allow for the operation of the water features during the current declaration of Drought Alert is $6,840.00. In subsequent years beginning January 1, 2016, Title 14.11 requires the property owner to pay an annual fee of $250.00 during Drought Watch or Alert Conditions to continue operating the water features.

FINDINGS

The existing water features have a combined surface area of 755 square feet and the proposed water features would have a combine surface area of 684 square feet. Additionally, the existing water features use approximately 8,471 gallons of water and the prosed water features would use approximately 7,095 gallons of water, which is a reduction of 1,376 gallons. As Southern Nevada is under a Drought Alert and the proposed water features would use less water, staff recommends approval with conditions.

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

JG

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: DIR-58721 APN: 139-33-710-005

Name of Property Owner: Simon Chelsea Las Vegas Development, LLC

Name of Applicant: Simon Chelsea Las Vegas Development, LLC

Name of Representative: Jennifer Lazovich

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: Danielle DeVita

Print Name: Danielle DeVita

Subscribed and sworn before me

This 26th day of March, 2015

Lori K. Lakhan

Notary Public in and for said County and State
Morris County, New Jersey

LORI K. LAKHAN NOTARY PUBLIC NEW JERSEY

Lori K. Lakhan
NOTARY PUBLIC
State of New Jersey
My Commission Expires
August 9, 2015

Revised 11-14-06 f:\depot\Application Packet\Statement of Financial Interest.pdf

1611285 AVP

PRJ-58586
04/07/15

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Exception for Water Features

Project Address (Location) 555 S. Grand Central Parkway

Project Name Las Vegas Premium Outlets Proposed Use Water features

Assessor's Parcel #(s) 139-33-710-005 Ward # 1

General Plan: existing PD proposed n/a Zoning: existing PD proposed n/a

Commercial Square Footage _____ Floor Area Ratio _____

Gross Acres 38.94 Lots/Units _____ Density _____

Additional Information _____

PROPERTY OWNER Simon Chelsea Las Vegas Development, LLC Contact Danielle Devita

Address 60 Columbia Road Bldg. B, 3rd Floor Phone: 973-228-6111 Fax: 973-683-1359

City Morristown State NJ Zip 07960

E-mail Address n/a

APPLICANT Simon Chelsea Las Vegas Development, LLC Contact Danielle Devita

Address 60 Columbia Road Bldg. B, 3rd Floor Phone: 973-228-6111 Fax: 973-683-1359

City Morristown State NJ Zip 07960

E-mail Address n/a

REPRESENTATIVE Kaempfer Crowell Contact Jennifer Lazovich

Address 8345 W. Sunset Rd. Ste. 250 Phone: 702-792-7000 Fax: 702-796-7181

City Las Vegas State NV Zip 89113

E-mail Address jlazovich@kcnvlaw.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* Danielle DeVita

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Danielle DeVita

Subscribed and sworn before me

This 26th day of March, 2015.

Lori K. Lakhan

Morris County, New Jersey

Notary Public in and for said County and State

Lori K. Lakhan
NOTARY PUBLIC
State of New Jersey
My Commission Expires
August 9, 2015

FOR DEPARTMENT USE ONLY

Case #	DIR-58721
Meeting Date:	05/06/15 CC
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted materials have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

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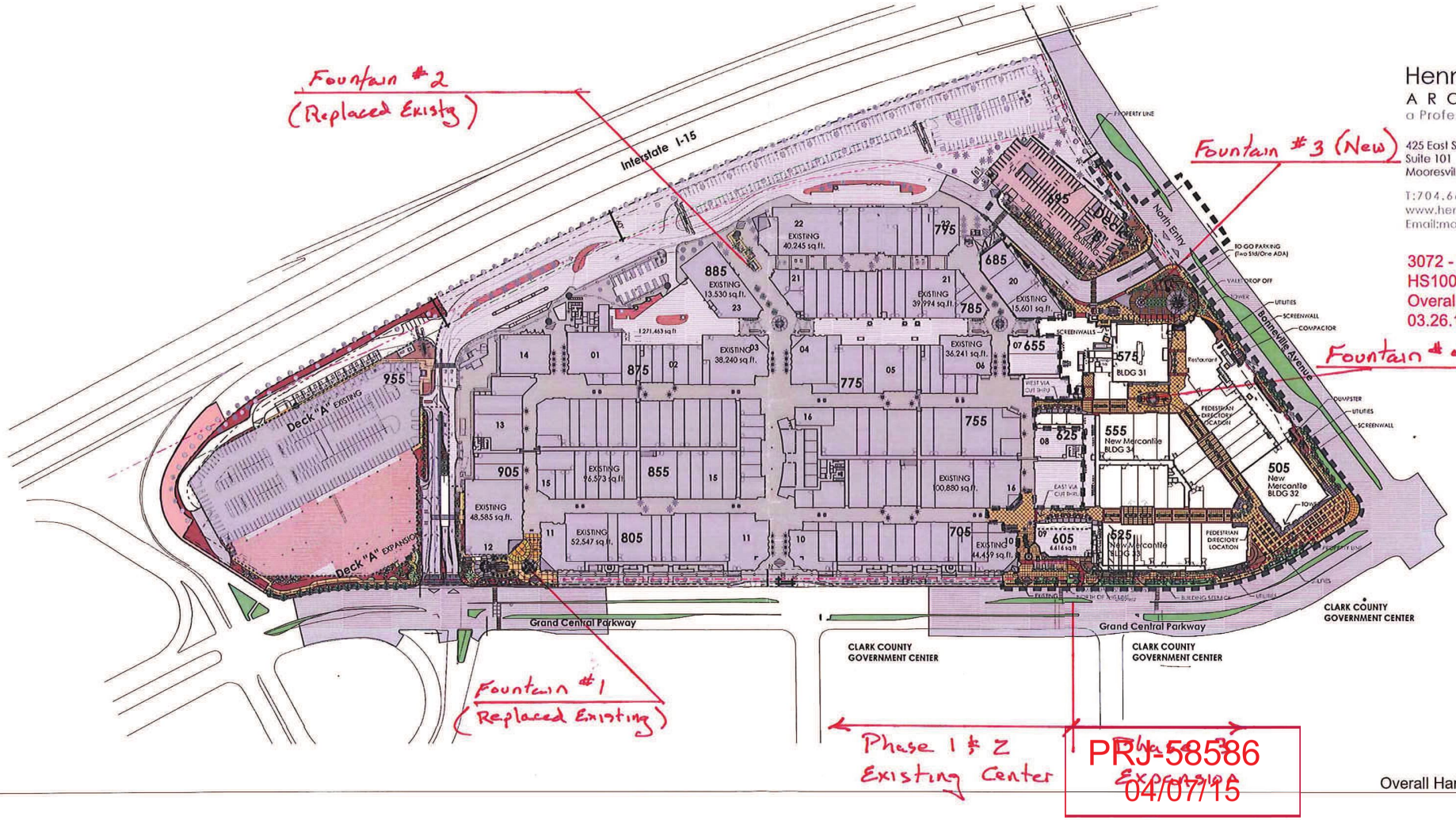
Revised 10/27/08

1611282

AMP

PRJ-58586
04/07/15

Las Vegas Premium Outlets - North



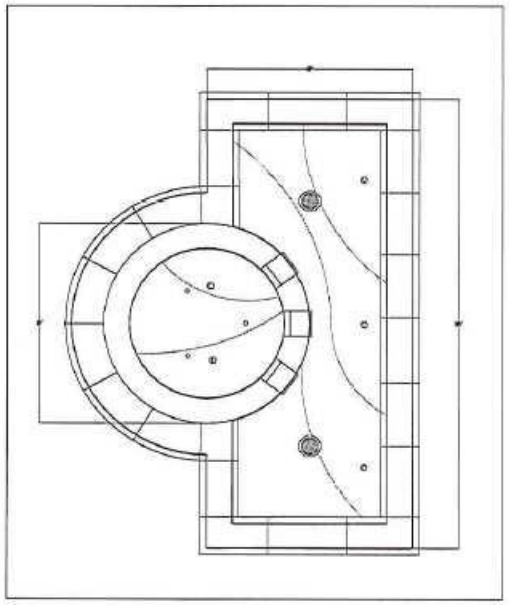
Hennon Group
ARCHITECTS
a Professional Association
425 East Statesville Avenue
Suite 101
Mooresville, NC 28115
T:704.662.9216
www.hennongroup.com
Email:mail@hennongroup.com

3072 - LVPO III
HS1000
Overall Hardscape Plan
03.26.15 - BW

PRJ-58586
04/07/15

Overall Hardscape Plan 01
SCALE: 1" =100'

DIR-58721



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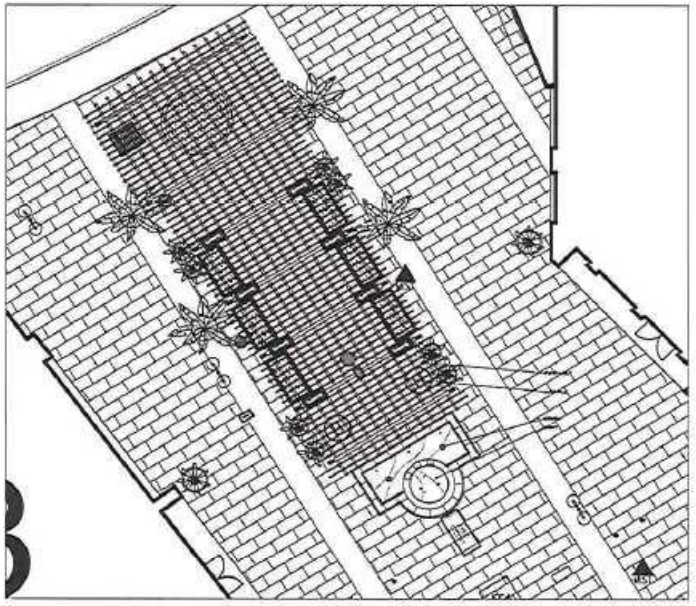


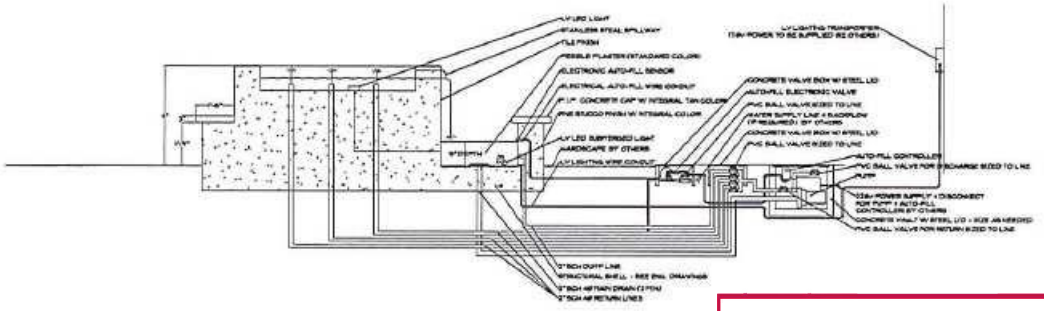
OVERALL SITE PLAN - SCALE: 1/8"=1'-0"











WATER FEATURE BLOW-UP - SCALE: 1/2"=1'-0"

PRJ-58586
04/08/15

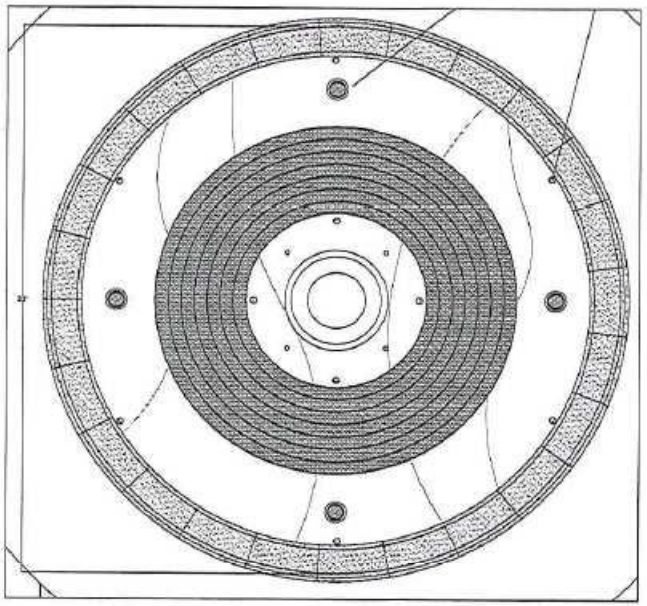
Fountain #2

WEST OPEN COURT WATER FEATURE DETAIL

LAS VEGAS PREMIUM OULTLET 3 - ENHANCEMENT PACKAGE

XL LANDSCAPE DEVELOPMENT
451 E. SUNSET ROAD
HENDERSON, NV 89011
(p) 702.598.1711 - (f) 702.598.1733

DIR-58721



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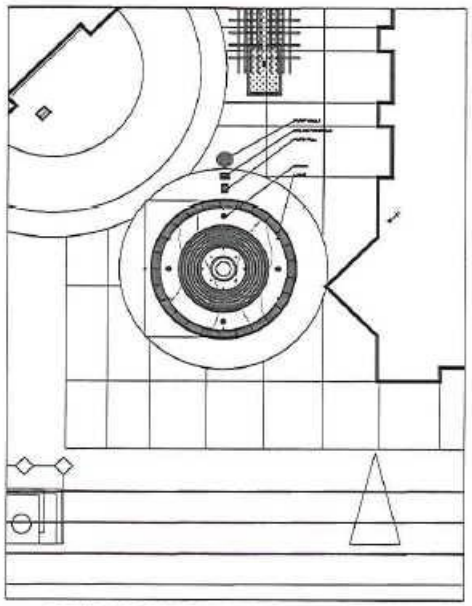
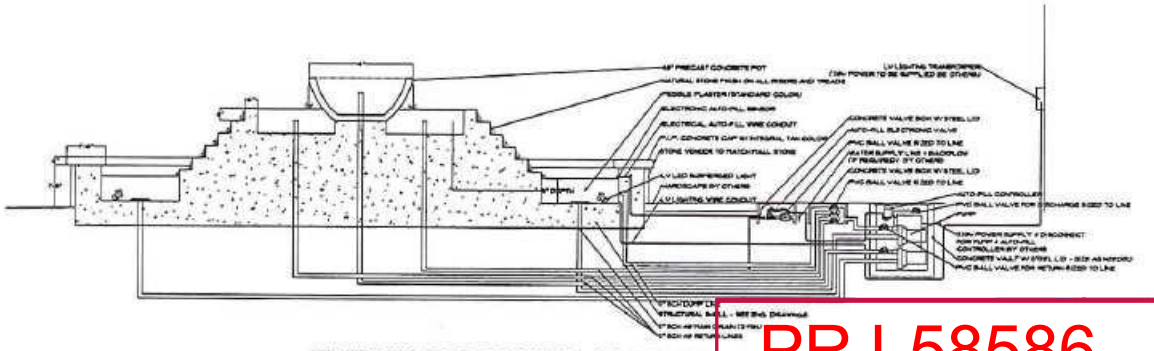


OVERALL SITE PLAN - SCALE: 1/4"=1'-0"









WATER FEATURE BLOW-UP - SCALE: 1/2"=1'-0"

NIKE COURT WATER FEATURE DETAIL

LAS VEGAS PREMIUM OULTLET 3 - ENHANCEMENT PACKAGE

Fountain #1

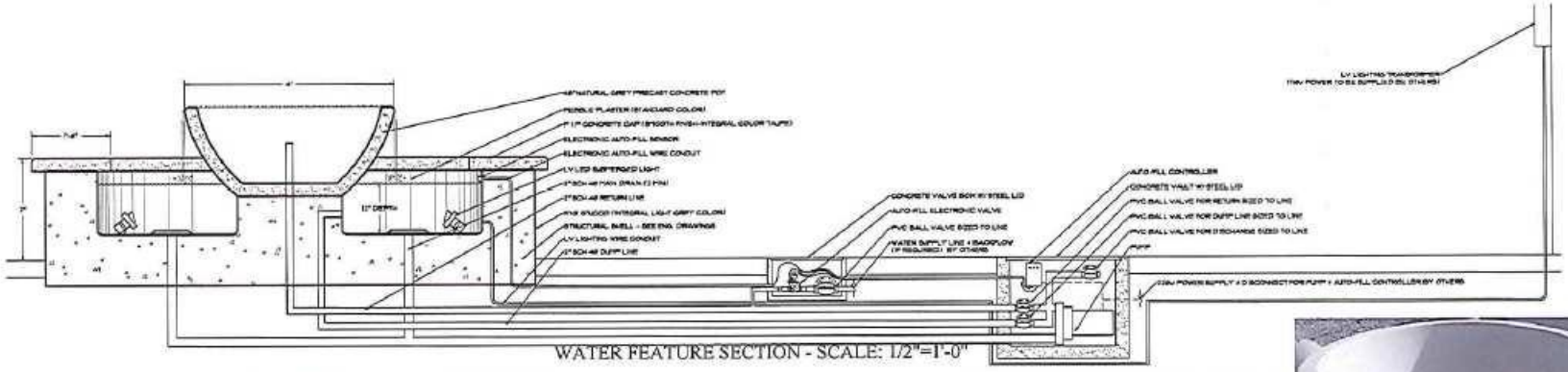
PRJ-58586
04/08/15

XL LANDSCAPE DEVELOPMENT

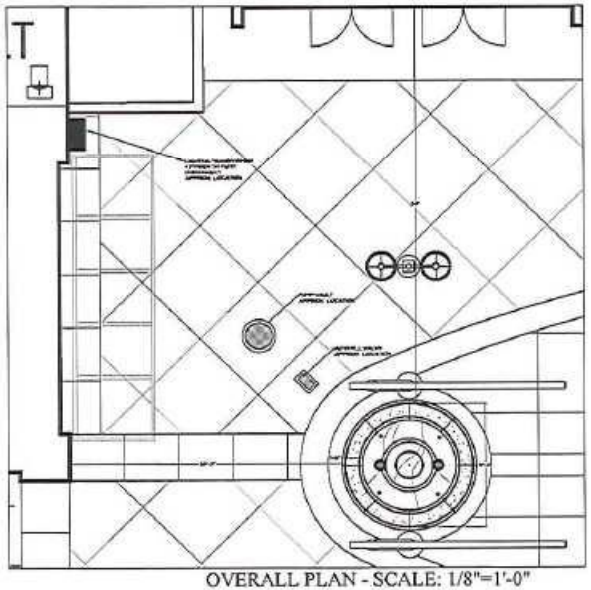
451 E. SUNSET ROAD
HENDERSON, NV 89011
(p) 702.598.1711 - (f) 702.598.1733

DIR-58721

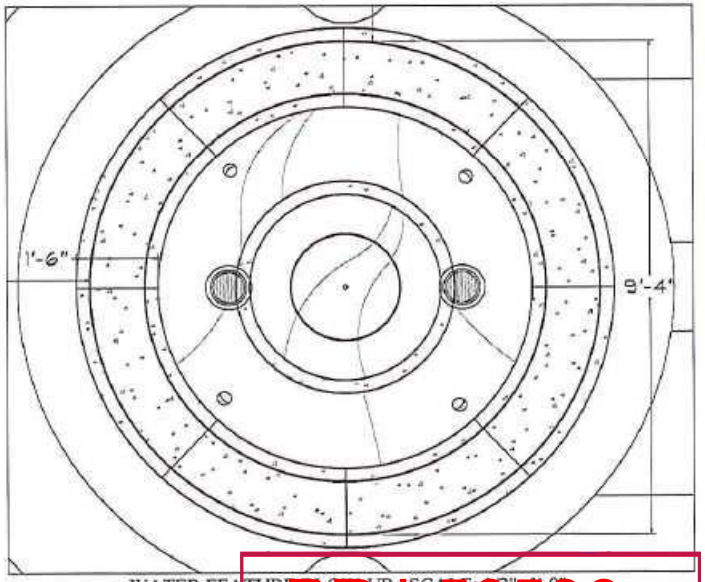
Fountain



WATER FEATURE SECTION - SCALE: 1/2"=1'-0"



OVERALL PLAN - SCALE: 1/8"=1'-0"



WATER FEATURE BLOW-UP - SCALE: 1/2"=1'-0"



PRECAST CONCRETE POT



FINE STUCCO FINISH

CENTRAL COURT WATER FEATURE DETAIL

LAS VEGAS PREMIUM OULTLET 3 - ENHANCEMENT PACKAGE

PRJ-58586
04/08/15

Fountain #1

XL LANDSCAPE DEVELOPMENT

451 E. SUNSET ROAD
HENDERSON, NV 89011

DIR-58721



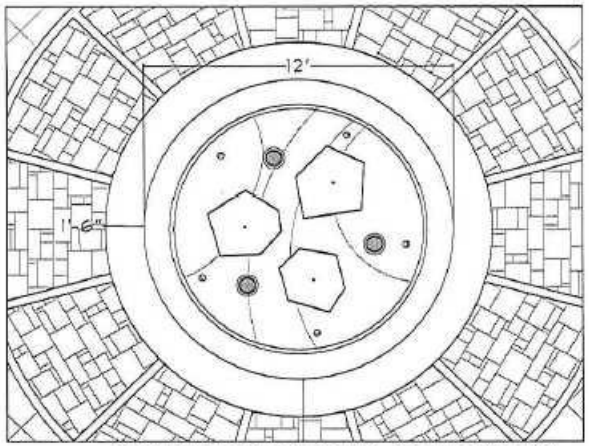
BASALT COLUMN



FINE STUCCO FINISH



LV LED LIGHT



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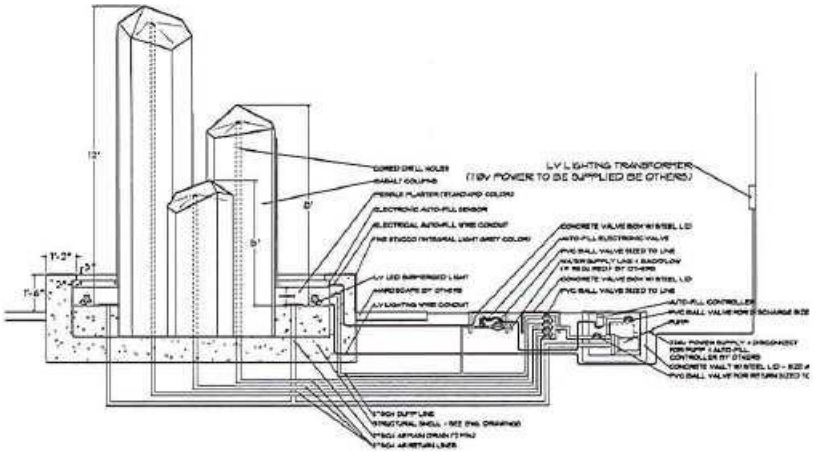

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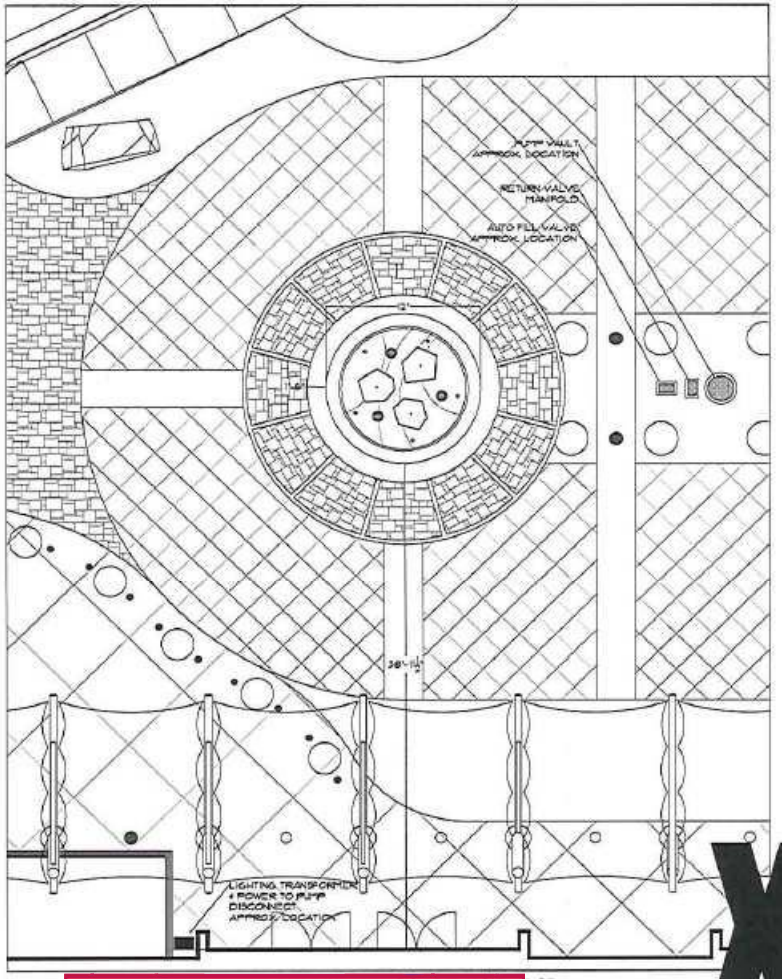

OVERALL SITE PLAN - SCALE: 1/4"=1'-0"

DROP OFF COURT WATER FEATURE DETAIL

LAS VEGAS PREMIUM OULTLET 3 - ENHANCEMENT PACKAGE

PRJ-58586
04/08/15

Fountain #3

XL LANDSCAPE DEVELOPMENT

451 E. SUNSET ROAD
HENDERSON, NV 89011
(p) 702.598.1711 - (f) 702.598.1733

DIR-58721

KAEMPFER CROWELL
ATTORNEYS AT LAW

LAS VEGAS OFFICE

JENNIFER LAZOVICH
jlazovich@kcnvlaw.com
702.792.7050

LAS VEGAS OFFICE
8345 West Sunset Road
Suite 250
Las Vegas, NV 89113
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April 16, 2015

VIA UPLOAD

City of Las Vegas
PLANNING & DEVELOPMENT DEPARTMENT
333 N. Rancho Drive
Las Vegas, NV 89106

Re: REVISED: Request for Exemption from City of Las Vegas Municipal Code Section 14.10.010

To Whom It May Concern:

Please be advised, this office represents Las Vegas Premium Outlets ("LVPO"). LVPO has developed an outdoor shopping center near Grand Central Parkway and Bonneville Avenue. On behalf of LVPO, we are submitting this justification letter to request an exemption from City of Las Vegas Municipal Code Section 14.10.010 in order to allow for manmade decorative water features ("Fountains") within the shopping center area.

LVPO was constructed in three phases. Phase III, which is the final phase of development, is near completion with an opening date of mid-May 2015. During Phase I & II of development, LVPO constructed and operated two (2) large Fountains within the shopping area ("Old Fountains"). As part of the final phase of development with Phase III, LVPO is requesting to demolish the Old Fountains and replace them with four (4) smaller Fountains within the shopping area ("New Fountains").

The Old Fountains had a combined surface area that totaled 755 square feet. The New Fountains will have a combined 684 square feet of surface area which is an overall reduction of 71 square feet. In addition, the Old Fountains used about 8471 gallons of water. The New Fountains will only use 7095 gallons which is a reduction of 1376 gallons of water.

We believe this request is appropriate as LVPO will comply with City of Las Vegas Municipal Code Section 14.10.040 which states: "the maximum aggregate ground-surface area for one or more outdoor manmade decorative water features is 0.2 percent of the total development area." Below sets forth the square footage area of each Fountain:

DIR-58721 REVISED

KAEMPFER CROWELL

Fountain 1	370 square feet	4275 gallons
Fountain 2	144 square feet	1620 gallons
Fountain 3	140 square feet	850 gallons
Fountain 4	30 square feet	350 gallons

Thank you for your consideration of this request. Please let me know if you have any questions.

Sincerely,

KAEMPFER CROWELL

Jennifer Lazovich

JJL/sfm

cc: Danielle DeVita
Eric Dumas
Mike Kroger

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DIR-58721 REVISED

City of Las Vegas Agenda Item No.: **54.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 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.: **55.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 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.: **56.**

AGENDA SUMMARY PAGE
CITY COUNCIL MEETING OF: MAY 6, 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